

Snap Terms of Service∕

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Click here for a helpful summary of the Snap Terms of Service

If you live in the United States or if your principal place of business is in the United States, you are agreeing to the <u>Snap Inc. Terms of Service</u>.

If you live outside the United States or if your principal place of business is outside of the United States, you are agreeing to the <u>Snap Group Limited Terms of Service</u>.

Snap Terms of Service

Snap Inc. Terms of Service

Effective: April 7, 2025

Welcome!

We've drafted these Terms of Service (which we call the "Terms") so you'll know the rules that govern our relationship with you as a user of Snapchat, Bitmoji, or any of our other products or services that are subject to them, such as My Al, (which we refer to collectively as the "Services"). Our Services are personalized and we provide information about how they work in these Terms, our Privacy, Safety, and Policy Hub, on our Support Site, and within the Services (such as notices, consents, and settings). The information we provide forms the main subject matter of these Terms.

Although we have tried our best to strip the legalese from the Terms, there are places where they may still read like a traditional contract. There's a good reason for that: these Terms form a legally binding contract between you and Snap Inc. ("Snap"). So please read them carefully.

By using any of our Services, you agree to the Terms. If so, Snap grants you a non-assignable, non-exclusive, revocable, and non-sublicensable license to use the Services in accordance with these Terms and our policies. Of course, if you don't agree with the Terms, then don't use the Services.

These Terms apply if you live in the United States or if your principal place of business is in the United States. If you live outside of the United States or if your principal place

of business is outside of the United States, Snap Group Limited provides you the Services and your relationship is governed by the <u>Snap Group Limited Terms of</u> Service.

Where we have provided summary sections in these Terms, these summaries have been included for your convenience only and you should read these Terms in full to understand your legal rights and obligations.

ARBITRATION NOTICE: THESE TERMS
CONTAIN AN ARBITRATION CLAUSE A
LITTLE LATER ON. YOU AND SNAP AGREE
THAT, EXCEPT FOR CERTAIN TYPES OF
DISPUTES MENTIONED IN THAT
ARBITRATION CLAUSE, DISPUTES
BETWEEN US WILL BE RESOLVED BY
MANDATORY BINDING ARBITRATION, AND
YOU AND SNAP WAIVE ANY RIGHT TO
PARTICIPATE IN A CLASS-ACTION
LAWSUIT OR CLASS-WIDE ARBITRATION.
YOU HAVE THE RIGHT TO OPT OUT OF
ARBITRATION AS EXPLAINED IN THAT
ARBITRATION CLAUSE.

1. Who Can Use the Services

Our Services are not directed to children under the age of 13, and you must confirm that you are 13 years or older to create an account and use the Services. If we have actual knowledge that you are under the age of 13 (or the minimum age at which a person may use the Services in your state, province, or country without parental consent, if greater), we will cease providing the Services to you and delete your account and your data. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all such terms carefully. By using the Services, you represent, warrant, and agree that:

- you can form a binding contract with Snap;
- you are not a person who is barred from using the Services under the laws

of the United States or any other applicable jurisdiction — including, for example, that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition;

- you are not a convicted sex offender; and
- you will comply with these Terms
 (including any other terms and policies
 referenced in these Terms, such as the
 <u>Community Guidelines</u>, <u>Music on
 Snapchat Guidelines</u>, and the
 <u>Commercial Content Policy</u>) and all
 applicable local, state, national, and
 international laws, rules, and
 regulations.

If you are using the Services on behalf of a business or some other entity, you represent that you are authorized to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity (and all references to "you" and "your" in these Terms will mean both you as the end user and that business or entity). If you are using the Services on behalf of an entity of the U.S. Government, you agree to the Amendment to Snap Inc. Terms of Service for U.S. Government Users.

In summary: Our Services are not directed to anyone under the age of 13 or the minimum age at which a person may use the Services in your state, province, or country if it is older than 13. If we become aware that you are under this age we will suspend your use of the Services and delete your account and data. Other terms may apply to our Services which require you to be even older to use them so please review these carefully when prompted.

2. Rights You Grant Us

Many of our Services let you create, upload, post, send, receive, and store content.
When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a license to

use that content. How broad that license is depends on which Services you use and the settings you have selected.

For all content you create using the Services, or submit or make available to the Services (including Public Content), you grant Snap and our affiliates a worldwide, royalty-free, sublicensable, and transferable license to host, store, cache, use, display, reproduce, modify, adapt, edit, publish, analyze, transmit, and distribute that content, including the name, image, likeness, or voice of anyone featured in it. This license is for the purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones. This license includes a right for us to make your content available to, and pass these rights along to, service providers with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing and improving such Services.

We call Public Story submissions and any other content you submit to public Services, like Public Profiles, Spotlight, Snap Map, or Lens Studio, "Public Content." **Because Public Content is inherently** public, you grant Snap, our affiliates, other users of the Services, and our business partners an unrestricted, worldwide, royalty-free, irrevocable, and perpetual right and license to create derivative works from, promote, exhibit, broadcast, syndicate, reproduce, distribute, synchronize, overlay graphics and auditory effects on, publicly perform, and publicly display all or any portion of your Public Content in any form and in any and all media or distribution methods, now known or later developed, for commercial and non-commercial purposes. This license applies to the separate video, image, sound recording, or musical compositions contained in your Public Content, as well as the name, image, likeness, and voice of anyone featured in Public Content that you create, upload, post, send, or appear in (including as reflected in your Bitmoji). This means, among other things, that you will

not be entitled to any compensation if your content, including videos, photos, sound recordings, musical compositions, name, image, likeness, or voice included in your content are used by us, our affiliates, users of the Services, or our business partners. For information about how to tailor who can watch your content, please take a look at our Privacy Policy and Support Site. All Public Content must be appropriate for people ages 13+.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the Services or if we think your content violates these Terms or any applicable laws. You alone, though, remain responsible for the content you create, upload, post, send, or store through the Services.

We, our affiliates, and our third-party partners may place advertising on the Services, including personalized advertising based on the information you provide us, we collect, or we obtain about you. Advertising may sometimes appear near, between, over, or in your content.

We always love to hear from our users. But if you provide feedback or suggestions, just know that we can use them without compensating you, and without any restriction or obligation to you. You agree that we will own all rights in anything we develop based on such feedback or suggestions.

In summary: If you post content that you own to the Services, you remain the owner but you allow us and others to use it to provide and promote our Services. You also allow other users to view and, in some cases, use any content you make available to others on the Services. We have various rights to change and remove your content, but you always remain responsible for everything you create, post or share, or direct us to use on the Services.

3. Additional Terms and Policies That May Apply

Additional terms and conditions listed on the Terms & Policies page or that are otherwise made available to you will apply to you depending on the specific Services you use. If those additional terms apply (for example, because you use the applicable Services), then they will become part of these Terms, meaning that you must comply with them. For example, if you purchase or use any paid features that we make available to you on Snapchat (such as a Snapchat+ subscription, but excluding advertising services) you agree that our Paid Features Terms apply. If any of the applicable additional terms conflict with these Terms, the additional terms will override and apply in place of the conflicting parts of these Terms.

In summary: Additional terms may apply, please take the time to read them carefully.

4. Privacy

Your privacy matters to us. You can learn how your information is handled when you use our Services by reading our <u>Privacy</u> <u>Policy</u>. You can also learn more about our privacy practices, including how certain features use your data, on our <u>Privacy</u>, <u>Safety, and Policy Hub</u>.

5. Personalized Recommendations
Our Services provide a personalized experience to make them more relevant and engaging for you. We will recommend content, advertising, and other information to you based on what we know and infer about your and others' interests from use of our Services. It is necessary for us to handle your personal information for this purpose, as we explain in our Privacy Policy. Personalization is also a condition of our contract with you for us to be able to do so, unless you opt to receive less

personalization in the Services. You can find more information on personalized recommendations on our <u>Support Site</u>.

In summary: Our Services provide a personalized experience, including advertising and other recommendations to you based on data we collect as explained here and in our Privacy Policy.

6. Al Features

Our Services include Al-enabled features ("Al Features") that use inputs like text, images, audio files, videos, documents, data, or other content provided by you or used at your direction ("Inputs") to generate content and responses based on those Inputs ("Outputs"). All Inputs and Outputs will be treated for the purpose of these Terms as content you submit to the Services and accordingly any rights and licenses granted to us and obligations on you in respect of content submitted or made available by you in these Terms applies to Inputs and Outputs, including the licenses set out in "Rights You Grant Us" above. We collect, use, disclose, and retain Inputs and Outputs in accordance with our Privacy Policy.

While we integrate certain safeguards into Al Features, Outputs may not be reviewed in advance and may be inaccurate, incomplete, misleading, offensive, objectionable, inappropriate, infringing, unsuitable, unlawful, unfit for particular purposes, or the same or similar to content generated for other users of the Services. Outputs may also contain content inconsistent with Snap's view, and Snap does not endorse any content included in any Outputs. If Outputs reference individuals or third parties including their products or services, it does not mean the individual or third party endorses Snap, or that they or these products are affiliated with Snap.

Al Features and Outputs are provided as-is and made available to you without

representations or warranties of any kind, whether express or implied. This means that your use of any Al Features and Outputs is at your own risk, and you should not rely on them for any purpose, including to make decisions or for professional, medical, legal, financial, educational or other advice. Outputs are not Snap representations.

When using our AI Features, unless we give our permission, you must not, and must not take any action that would reasonably be expected to:

- use Inputs that contain or make use of, and otherwise could reasonably be expected to generate Outputs that contain or make use of, content that you do not have permission to use, would violate the rights of others, or has otherwise been unlawfully obtained;
- violate any submission guidelines or other policies we make available to you that apply to your use of AI Features or submission of Inputs;
- direct AI Features to generate any Outputs in violation of these Terms, the Community Guidelines, or any applicable intellectual property right, contractual restriction, or applicable laws, or which might otherwise cause harm;
- alter, obscure, or remove any watermark or disclosure applied to Outputs by the Al Features;
- circumvent any safety or privacy features, safeguards, or mechanisms in the AI Features;
- use or share Outputs that will be used to train, develop, or fine tune models, services, or other AI technologies; or
- misrepresent Outputs as having been human-generated or otherwise generated without the use of artificial intelligence.

Separate terms apply to any AI Features you use through or in connection with our business Services and Lens Studio instead of those set out above, and will be

displayed to you in connection with your use of those other Services.

In summary: Inputs and Outputs from AI Features may be used in accordance with our Terms of Service, Privacy Policy, and terms relevant to the AI-specific products you use. AI Features may not be accurate or appropriate and you should not rely on them as a source of truth, facts, or substitute for human judgment.

7. Content Moderation

Much of the content on our Services is produced by users, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the user or entity that submitted it. Although Snap reserves the right to review, moderate, or remove all content that appears on the Services, we do not review all of it. So we cannot – and do not – guarantee that other users or the content they provide through the Services will comply with our Terms, Community <u>Guidelines</u> or our other terms, policies or guidelines. You can read more about Snap's approach to content moderation on our Support Site.

Users can report content produced by others or others' accounts for violation of our Terms, <u>Community Guidelines</u> or other guidelines and policies. More information about how to report content and accounts is available on our <u>Support Site</u>.

We hope you'll understand any decisions we make about content or user accounts, but if you have any complaints or concerns, you can use the submission form available here or use available in-app options. If you use this process, your complaint must be submitted within six months of the relevant decision.

Upon receiving a complaint, we will:

 ensure the complaint is reviewed in a timely, non-discriminatory, diligent and

non-arbitrary manner;

- reverse our decision if we determine our initial assessment was incorrect;
 and
- inform you of our decision and of any possibilities for redress promptly.

In summary: Most content on the Services is owned or controlled by others and we don't have any control or responsibility over that content. We have content moderation policies and processes in place that apply to content on the Services.

8. Respecting the Services and Snap's Rights

As between you and us, Snap is the owner of the Services, which includes all related brands, works of authorship, Bitmoji avatars that you assemble, software, and other proprietary content, features, and technology. The Services may also be covered by patents owned by Snap or its affiliates, including those listed at www.snap.com/patents.

You must also respect Snap's rights and adhere to the <u>Snapchat Brand Guidelines</u>, <u>Bitmoji Brand Guidelines</u>, and any other guidelines, support pages, or FAQs published by Snap or our affiliates. That means, among other things, you may not do, attempt to do, enable, or encourage anyone else to do, any of the following and doing so may result in us terminating or suspending your access to the Services:

- use branding, logos, icons, user interface elements, product or brand look and feel, designs, photographs, videos, or any other materials Snap makes available via the Services, except as explicitly allowed by these Terms, the Snapchat Brand Guidelines, or other brand guidelines published by Snap or our affiliates;
- violate or infringe Snap's, our affiliates', or any other third party's rights of publicity, privacy, copyrights,

trademarks, or other intellectual property rights, including by using the Services to submit, display, post, create, or generate any infringing content;

- copy, modify, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of, or otherwise use the Services or the content on the Services, other than temporary files that are automatically cached by your web browser for display purposes, as otherwise expressly permitted in these Terms, as otherwise expressly permitted by us in writing, or as enabled by the Service's intended functionality;
- attempt to access the Services through unauthorized third-party applications, solicit login credentials from other users, or buy, sell, rent, or lease access to your account, a username, Snaps, or a friend link;
- reverse engineer, make unauthorized copies or derivative works of, decompile, disassemble, modify or decode the Services (including any underlying idea, technology, or algorithm) or any content included therein, or otherwise extract the source code of the software of the Services, without our written permission, except to the extent an exception or limitation applies under an open source license or applicable laws;
- use any robot, spider, crawler, scraper, script, software, or other automated or semi-automated means, processes or interfaces to access, scrape, extract or copy the Services, including any user data, content or other data contained in the Services;
- use or develop any third-party applications that interact with the Services or other users' content or information without our written consent;
- use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage,

disable, overburden, or impair the functioning of the Services;

- upload viruses or other malicious code or otherwise compromise, bypass, or circumvent the security of the Services;
- attempt to circumvent any contentfiltering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access;
- use the Services to create or develop a competing product or service;
- state or imply that we endorse your content;
- probe, scan, or test the vulnerability of our Services or any system or network;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms or our <u>Community Guidelines</u>.

In summary: We own or control all of the content, features and functionalities of the Services, except your content. To ensure the Services and other users are protected from harm, there are rules we need you to follow when you use our Services. Failure to comply with these rules may result in suspension or termination of your account.

9. Respecting Others' Rights

Snap respects the rights of others. And so should you. You therefore may not use the Services, or enable anyone else to use the Services, in a manner that violates or infringes someone else's rights of publicity. privacy, copyright, trademark, or other intellectual property rights. When you submit content to the Services, you agree and represent that you own that content, or that you have received all necessary permissions, clearances, licenses, and authorizations in order to submit it to the Services (including, if applicable, the right to make mechanical reproductions of the musical works embodied in any sound recordings, synchronize any compositions to any content, publicly perform any compositions or sound recordings, or any

other applicable rights for any music not provided by Snap that you include in your content) and grant the rights and licenses contained in these Terms for your content. You also agree that you will not use or attempt to use another user's account except as permitted by Snap or its affiliates.

Snap honors trademark, copyright, and other intellectual property laws, including the Digital Millennium Copyright Act and takes reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. If Snap becomes aware that a user has repeatedly infringed copyrights, we will take reasonable steps within our power to suspend or terminate the user's account. If you believe that anything on the Services infringes a copyright that you own or control, please report it using the form accessible through this <u>tool</u>. Or you may file a notice with our designated agent: Snap Inc., Attn: Copyright Agent, 3000 31st Street, Santa Monica, CA 90405, email: copyright @ snap.com. Don't use this email address for anything other than reporting copyright infringement, as such emails will be ignored. To report other forms of infringement, including trademark infringement, on the Services, please use the tool accessible here.

If you file a notice with our Copyright Agent, it must comply with the requirements set forth at 17 U.S.C. § 512(c) (3). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;

 provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

 provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

In summary: Make sure you own or have the right to use any content you make available on the Services. If you use content owned by someone else without permission, we may terminate your account. If you see anything which you believe infringes your intellectual property rights, let us know.

10. Safety

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that you will at all times comply with these Terms, including our Community Guidelines and any other policies Snap makes available in order to maintain the safety of the Services.

If you fail to comply, we reserve the right to remove any offending content; terminate or limit the visibility of your account, and retain data relating to your account in accordance with our data retention policies; and notify third parties — including law enforcement — and provide those third parties with data and any other information relating to your account. This step may be necessary to protect the safety of our users and others; to investigate, remedy, and enforce potential Terms violations; and to detect and resolve any fraud or security concerns.

We also care about your physical safety and wellbeing while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. For example, never use the Services while driving. And never put yourself or

others in harm's way just to capture a Snap or to engage with other Snapchat features.

In summary: We try to make our Services as safe as possible, but we need your help. These Terms, our Community Guidelines, and other Snap policies contain important information about how to keep the Services and other users safe. And never put yourself or others in harm's way when using our Services.

11. Your Account

To use certain Services, you need to create an account. You agree to provide us with accurate, complete, and updated information for your account. You are responsible for any activity that occurs in your account. So it's important that you keep your account secure. One way to help keep your account secure is to select a strong password that you don't use for any other account and to enable two-factor authentication. If you think that someone has gained access to your account, please immediately reach out to Support. Any software that we provide to you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings. You agree not to create any account if we have previously removed or banned you or your account from any of our Services. unless we consent otherwise.

In summary: Keep your account details safe and secure. Only use an account if you are authorized by us to do so.

12. Memories

Memories is our personalized data-storage service. Your content in Memories might become unavailable for any number of reasons, including things like an operational glitch or a decision on our end to terminate your account. Since we can't

promise that your content will always be available, we recommend keeping a separate copy of content you save to Memories. We make no promise that Memories will be able to accommodate your precise storage needs. We reserve the right to set storage limits for Memories, or to prohibit certain types of content from being eligible for use with Memories, and we may change these limits and prohibitions from time to time in our sole discretion.

In summary: Memories is a personalized storage service, it will be automatically enabled, but you can control some features. We cannot guarantee that any Memories will be stored forever either, so please do keep a backup.

13. Data Charges and Mobile Phones
You are responsible for any mobile charges
that you may incur for using our Services.
This includes data charges and charges for
messaging, such as SMS, MMS, or other
messaging protocols or technologies
(collectively, "Messages"). If you're unsure
what those charges may be, you should ask
your service provider before using the
Services.

By providing us with your mobile phone number you agree, among other things, to receive Messages from Snap related to the Services, including about promotions (where we have consent or as permitted by law), your account, and your relationship with Snap. You agree that these Messages may be received even if your mobile phone number is registered on any state or federal Do Not Call list, or international equivalent.

If you change or deactivate the mobile phone number that you used to create an account, you must update your account information through Settings within 72 hours to prevent us from sending messages intended for you to someone else.

In summary: We may send you Messages, and mobile charges may apply when you use our Services.

14. Third-Party Materials and Services Certain Services may display, include, or make available content, data, information, applications, features, or materials from third parties ("Third-Party Materials"), provide links to certain third-party websites, or permit the use of Third-Party Materials or third-party services in connection with those Services. If you use any Third-Party Materials or third-party services made available through or in connection with our Services (including Services we jointly offer with the third party), the applicable third-party's terms will govern their relationship with you. Neither Snap nor any of our affiliates is responsible or liable for a third party's terms or actions taken under any third party's terms. Further, by using the Services, you acknowledge and agree that Snap is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third-Party Materials or third-party services or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials, or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials, the availability of third-party services and links to other websites are provided solely as a convenience to you.

In summary: Snap isn't responsible for third-party features, content or services accessible via or in connection with our Services – please make sure you read the third party's terms.

15. Modifying the Services and These Terms We're relentlessly improving our Services and creating new ones all the time. That means we may add or remove features, products, or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time for any reason, and when we do, we may not provide you with any notice beforehand.

This also means we may need to update these Terms to reflect any changes to our Services or how we provide them, as well as to comply with legal requirements, or for other legal or security reasons. If those changes to these Terms are material we will provide you with reasonable advance notice (unless changes are required sooner, for example, as a result of a change in legal requirements or where we are launching new Services or features). If you continue to use the Services once the changes come into effect, we will take that as your acceptance.

In summary: Our Services are going to evolve over time. We may update these Terms from time to time to reflect these changes or for other reasons.

16. Termination and Suspension
While we hope you remain a lifelong
Snapchatter, you can terminate these
Terms at any time if you do not agree with
any changes we make to these Terms, or
for any other reason, by deleting your
Snapchat account (or, in some cases, the
account associated with the applicable
part of the Services you are using).

We may restrict, terminate, or temporarily suspend your access to the Services if you fail to comply with these Terms, our Community Guidelines or the law, for reasons outside of our control, or for any other reason. That means that we may

terminate these Terms, stop providing you with all or any part of the Services, or impose new or additional limits on your ability to use our Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason. And while we'll try to give you reasonable notice beforehand, we can't guarantee that notice will be possible in all circumstances.

Where we restrict, terminate, or suspend your access to the Services for violation of our <u>Community Guidelines</u>, we will notify you and provide an opportunity for you to appeal as explained in our <u>Moderation</u>, <u>Enforcement and Appeals explainer</u>.

Before we restrict, terminate or suspend your access to the Services, we will take into account all relevant facts and circumstances apparent from the information available to us, depending on the underlying reason for taking that action. For example, if you violate our Community Guidelines we consider the severity, frequency, and impact of the violations as well as the intention behind the violation. This will inform our decision whether to restrict, terminate or suspend your access to the Services and, in the event of suspension, how long we suspend your access. You can find out more about how we assess and take action against misuse of our Services on our Support Site.

Regardless of who terminates these Terms, both you and Snap continue to be bound by Sections 2, 3 (to the extent any additional terms and conditions would, by their terms, survive), and 6 - 25 of the Terms.

In summary: You can stop using the Services or delete your account at any time and for any reason, including if you don't like any changes to these Terms. We can restrict or terminate your access to the Services for the reasons set out above. When we do, we'll provide you notice in most cases, as well as an opportunity to appeal the decision.

17. Indemnity

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless Snap, our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services, or any products or services provided by a third party in connection with the Services, even if recommended, made available, or approved by Snap, (b) your content, including infringement claims related to your content, (c) your breach of these Terms or any applicable law or regulation, or (d) your negligence or willful misconduct.

In summary: If you cause us some damage, you will compensate us.

18. Disclaimers

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE WE ATTEMPT TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY, (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS. DISRUPTIONS, OR IMPERFECTIONS, OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR

THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

NEITHER WE NOR OUR AFFILIATES TAKE RESPONSIBILITY OR ASSUME LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH WE OR OUR AFFILIATES WILL BE RESPONSIBLE FOR.

In summary: Snap will try to make the Services available to you, but we do not make any promises regarding quality and will not be liable for any content which is not ours.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT. INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES. WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES. (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES, OR (C) UNAUTHORIZED ACCESS. USE, OR ALTERATION OF YOUR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO **EVENT WILL OUR AGGREGATE LIABILITY** FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID US IN THE 12 MONTHS PRECEDING THE DATE OF THE ACTIVITY GIVING RISE TO THE CLAIM.

In summary: We limit our liability for anything you do, instances where you cannot access the Services, things others do, and any issues resulting from unauthorized use of our Services. Where we are liable to you and you have suffered some loss, we limit our liability to a set amount.

20. Arbitration, Class-Action Waiver, and Jury Waiver
PLEASE READ THE FOLLOWING
PARAGRAPHS CAREFULLY BECAUSE THEY
PROVIDE THAT YOU AND SNAP AGREE TO
RESOLVE ALL DISPUTES BETWEEN US
THROUGH BINDING INDIVIDUAL
ARBITRATION AND INCLUDE A CLASS
ACTION WAIVER AND JURY TRIAL WAIVER.
This Arbitration Agreement supersedes all prior versions.

a. Applicability of Arbitration Agreement. In this Section 20 (the "Arbitration Agreement"), you and Snap, including Snap's officers, directors, employees, contractors and vendors, agree that all claims and disputes (whether contract, tort, or otherwise), including all statutory claims and disputes, arising out of or relating to these Terms or the use of the Services or any communications between you and Snap that are not brought in small claims court will be resolved by binding arbitration on an individual basis, except that you and Snap are not required to arbitrate any: (i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is an individual dispute and not a class action, (ii) disputes or claims where the only relief sought is injunctive relief, and (iii) disputes in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, patents or other intellectual property rights. To be clear: the phrase "all claims and disputes" also includes claims and disputes that arose between us before the effective date of these Terms. In

addition, all disputes concerning the arbitrability of a claim (including disputes about the scope, applicability, enforceability, revocability, or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below. This provision shall be binding upon and enforceable against you, your estate, heirs, executors, administrators, successors and assigns, including any party who is deceased at the time the dispute arises.

b. Informal Dispute Resolution First. We want to address any disputes without needing arbitration. If you have a dispute with Snap that is subject to arbitration, then prior to initiating arbitration, you agree to mail an individualized request ("Pre-Arbitration Demand") to Snap Inc., ATTN: Litigation Department, 3000 31st Street, Santa Monica, CA 90405 so that we can work together to resolve the dispute. A Pre-Arbitration Demand is valid only if it pertains to, and is on behalf of, a single individual. A Pre-Arbitration Demand brought on behalf of multiple individuals is invalid as to all. The Pre-Arbitration Demand must include: (i) your name, (ii) your Snapchat username, (iii) your name, telephone number, email address and mailing address or the name, telephone number, mailing address and email address of your counsel, if any, (iv) a description of your dispute, and (iv) your signature. Likewise, if Snap has a dispute with you, Snap will send an email or text message with its individualized Pre-Arbitration Demand, including the requirements listed above, to the email address or phone number associated with your Snapchat account. If the dispute is not resolved within sixty (60) days of the date that you or Snap send your Pre-Arbitration Demand, arbitration may then be filed. You agree that compliance with this subsection is a condition precedent to commencing arbitration, and that the arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures. Notwithstanding any other provision of this Agreement, the Arbitration Agreement or

ADR Services' Rules, the party against whom an arbitration has been filed has the right to seek a judicial declaration in court regarding whether the arbitration should be dismissed for failure to comply with the informal dispute resolution process set forth in this subsection.

c. Arbitration Rules. The Federal Arbitration Act, including its procedural provisions, governs the interpretation and enforcement of this dispute-resolution provision, and not state law. If, after completing the informal dispute resolution process described above, you or Snap wishes to initiate arbitration, the arbitration will be conducted by ADR Services, Inc. ("ADR Services")

(https://www.adrservices.com/). If ADR Services is not available to arbitrate, the arbitration will be conducted by National Arbitration and Mediation ("NAM) (https://www.namadr.com/). The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The arbitration will be conducted by a single neutral arbitrator. The arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

d. Additional Rules for Non-appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the

specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.

e. Fees. If Snap is the party initiating an arbitration against you, Snap will pay all costs associated with the arbitration, including the entire filing fee. If you are the party initiating an arbitration against Snap, you will be responsible for the nonrefundable Initial Filing Fee. If, however, the amount of the Initial Filing Fee is more than you would have to pay to file a Complaint in the United States District Court for the Central District of California (or, for cases where that court would lack original jurisdiction, the California Superior Court, County of Los Angeles), Snap will pay the difference between the Initial Filing Fee and the amount you would have to pay to file a Complaint in Court. Snap will pay both parties' Administrative Fee. Otherwise, ADR Services sets forth fees for its services. which are available at https://www.adrservices.com/rate-feeschedule/.

f. Authority of the Arbitrator. The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and Snap. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Snap.

g. Settlement Offers and Offers of Judgement. At least ten (10) calendar days before the date set for the arbitration hearing, you or Snap may serve a written offer of judgment on the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitration provider, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within thirty (30) calendar days after it is made, whichever is first, it shall be deemed withdrawn and cannot be given as evidence in the arbitration. If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs (including all fees paid to the arbitral forum) from the time of the offer.

h. Waiver of Jury Trial. YOU AND SNAP WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Snap are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Snap over whether to vacate or enforce an arbitration award, YOU AND SNAP WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

i. Waiver of Class or Consolidated Actions.
ALL CLAIMS AND DISPUTES WITHIN THE
SCOPE OF THIS ARBITRATION AGREEMENT
MUST BE ARBITRATED OR LITIGATED ON
AN INDIVIDUAL BASIS AND NOT ON A
CLASS BASIS. CLAIMS OF MORE THAN ONE
CUSTOMER OR USER CANNOT BE
ARBITRATED OR LITIGATED JOINTLY OR
CONSOLIDATED WITH THOSE OF ANY
OTHER CUSTOMER OR USER. This
subsection does not prevent you or Snap
from participating in a class-wide
settlement of claims. Notwithstanding any

other provision of this Agreement, the Arbitration Agreement or ADR Services' Rules, disputes regarding the interpretation, applicability, or enforceability of this waiver may be resolved only by a court and not by an arbitrator. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE. THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IN SUCH CIRCUMSTANCES, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL, OR **CONSOLIDATED OR REPRESENTATIVE** ACTION THAT IS PERMITTED TO PROCEED MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

j. Right to Waive. Any rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Arbitration Agreement.

k. Opt-out. You may opt out of this Arbitration Agreement. If you do so, neither you nor Snap can force the other to arbitrate. To opt out, you must notify Snap in writing no later than 30 days after first becoming subject to this Arbitration Agreement; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. Your notice must include your name and address, your Snapchat username and the email address you used to set up your Snapchat account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. You must either mail your opt-out notice to this address: Snap Inc., Attn: Arbitration Opt-out, 3000 31st Street, Santa Monica, CA 90405, or

email the opt-out notice to arbitrationopt-out @ snap.com.

I. Small Claims Court. Notwithstanding the foregoing, either you or Snap may bring an individual action in small claims court.

m. Arbitration Agreement Survival. This Arbitration Agreement will survive the termination of your relationship with Snap, including any revocation of consent or other action by you to end your participation in the Service or any communication with Snap.

In summary: Unless you exercise your right to opt out, Snap and you will resolve all claims and disputes first through an informal dispute resolution process and, if that does not resolve the issue, on an individual basis using binding arbitration. This means that you cannot bring a class action suit against us in the event of a claim or dispute.

21. Exclusive Venue

To the extent that these Terms allow you or Snap to initiate litigation in a court, both you and Snap agree that, except for a claim that may be brought in small claims court, all claims and disputes (whether contract, tort, or otherwise), including statutory claims and disputes, arising out of or relating to the Terms or the use of the Services will be litigated exclusively in the United States District Court for the Central District of California. If, however, that court would lack original jurisdiction over the litigation, then all such claims and disputes will be litigated exclusively in the Superior Court of California, County of Los Angeles. You and Snap consent to the personal jurisdiction of both courts.

22. Choice of Law

Except to the extent they are preempted by U.S. federal law, the laws of California, other than its conflict-of-laws principles, govern these Terms and any claims and disputes (whether contract, tort, or

otherwise) arising out of or relating to these Terms or their subject matter.

23. Severability

If any provision of these Terms is found unenforceable, then that provision will be removed from these Terms and not affect the validity and enforceability of any remaining provisions.

24. California Residents

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

25. Final Terms

These Terms, including the additional terms referenced in Section 3, make up the entire agreement between you and Snap, and supersede any prior agreements. These Terms do not create or confer any thirdparty beneficiary rights. If we do not enforce a provision in these Terms, it will not be considered a waiver of our rights to enforce these Terms. We reserve the right to transfer our rights under these Terms and provide the Services using another entity, provided that entity upholds these Terms. You may not transfer any of your rights or obligations under these Terms without our consent. We reserve all rights not expressly granted to you.

Snap welcomes comments, questions, concerns, or suggestions. You can contact us or get support <u>here</u>.

Snap Inc. is located in the United States at 3000 31st Street, Santa Monica, California 90405.

Snap Group Limited Terms of Service

Effective: April 7, 2025

Welcome!

We've drafted these Terms of Service (which we call the "Terms") so you'll know the rules that govern our relationship with you as a user of Snapchat, Bitmoji, or any of our other products or services that are subject to them, such as My Al, (which we refer to collectively as the "Services"). Our Services are personalised and we provide information about how they work in these Terms, our Privacy, Safety, and Policy Hub, on our Support Site, and within the Services (such as notices, consents, and settings). The information we provide forms the main subject matter of these Terms.

Although we have tried our best to strip the legalese from the Terms, there are places where they may still read like a traditional contract. There's a good reason for that: these Terms form a legally binding contract between you and Snap Group Limited ("Snap"). So please read them carefully.

In order to use our Services, you must accept these Terms (and any other notice or consent), which are presented to you when you first open the Service. If so, Snap grants you a non-assignable, non-exclusive, revocable, and non-sublicensable licence to use the Services in accordance with these Terms and our policies. Of course, if you don't accept them, then don't use the Services.

These Terms apply if you live outside the United States or if your principal place of business is outside of the United States. If you live in the United States or if your principal place of business is in the United States, Snap Inc. provides you the Services and your relationship is governed by the Snap Inc. Terms of Service.

Where we have provided summary sections in these Terms, these summaries have been included for your convenience only and you should read these Terms in full to understand your legal rights and obligations.

ARBITRATION NOTICE: IF YOU'RE USING THE SERVICES ON BEHALF OF A BUSINESS, THEN YOUR BUSINESS WILL BE BOUND BY THE ARBITRATION CLAUSE THAT APPEARS LATER IN THESE TERMS.

1. Who Can Use the Services

Our Services are not directed to children under the age of 13, and you must confirm that you are 13 years or older to create an account and use the Services. If we have actual knowledge that you are under the age of 13 (or the minimum age at which a person may use the Services in your state, province or country without parental consent, if greater), we will cease providing

the Services to you and delete your account and your data. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all such terms carefully. By using the Services, you confirm that (and represent and warrant that):

- you can form a binding contract with Snap;
- you are not a person who is barred from using the Services under the laws of the United States, the United Kingdom, or any other applicable jurisdiction — including, for example, that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition;
- you are not a convicted sex offender; and
- you will comply with these Terms
 (including any other terms and policies
 referenced in these Terms, such as the
 <u>Community Guidelines</u>, <u>Music on
 Snapchat Guidelines</u>, and the
 <u>Commercial Content Policy</u>) and all
 applicable local, state, national, and
 international laws, rules, and
 regulations.

If you are using the Services on behalf of a business or some other entity, you confirm that you are authorised to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity (and all references to "you" and "your" in these Terms will mean both you as the end user and that business or entity).

In summary: Our Services are not directed at anyone under the age of 13 or the minimum age at which a person may use the Services in your state, province or country if it is older than 13. If we become aware that you are under this age we will suspend your use of the Services and delete your account and data. Other terms may apply to our Services which require you to be even older to use them so please review these carefully when prompted.

2. Rights You Grant Us

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a licence to use that content. How broad that licence is depends on which Services you use and the settings you have selected.

For all content you create using the Services, or submit or make available to the Services (including Public Content), you grant Snap and our affiliates a worldwide, royalty-free (meaning that there is no ongoing payment to you required), sublicencable, and transferable licence to host, store, cache, use, display, reproduce, modify, adapt, edit, publish, analyse, transmit, and distribute that content, including the name, image, likeness, or voice of anyone featured in it. This licence is for the purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones. This licence includes a right for us to make your content available to, and pass these rights along to, service providers with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing and improving such Services.

We call Public Story submissions and any other content you submit to public Services, like Public Profiles, Spotlight, Snap Map, or Lens Studio, "Public Content." **Because Public Content is inherently** public, you grant Snap, our affiliates, other users of the Services, and our business partners a worldwide, royalty-free, and irrevocable right and licence to create derivative works from, promote, exhibit, broadcast, syndicate, reproduce, distribute, synchronise, overlay graphics and auditory effects on, publicly perform, and publicly display all or any portion of your Public Content in any form and in any and all media or distribution methods, now known or later developed. This licence applies to the separate video, image, sound

recording, or musical compositions contained in your Public Content, as well as the name, image, likeness, and voice of anyone featured in Public Content that you create, upload, post, send, or appear in (including as reflected in your Bitmoji). This means, among other things, that you will not be entitled to any compensation if your content, including videos, photos, sound recordings, musical compositions, name, image, likeness, or voice included in your content are used by us, our affiliates, users of the Services, or our business partners. The licences granted by you for Public Content continue for so long as the Public Content is on the Services and for a reasonable period of time after you remove or delete the Public Content from the Services (provided we may retain server copies of your Public Content indefinitely). For information about how to tailor who can watch your content, please take a look at our Privacy Policy and Support Site. All Public Content must be appropriate for people ages 13+.

To the extent permissible by law, you irrevocably waive — or agree not to assert against Snap or its affiliates — any moral rights or equivalent rights you may have in content you share on the Services throughout the world.

While we're not required to do so, we reserve the right to access, review, screen, and delete any content: (i) which we think violates these Terms or any applicable laws, including any additional terms referenced in Section 3, or our policies, such as our Community Guidelines, or (ii) if necessary to comply with our legal obligations. You alone, though, remain responsible for the content you create, upload, post, send, or store through the Services.

We, Snap Inc., our affiliates, and our thirdparty partners may place advertising on the Services, including personalised advertising — with your consent, where required — based on the information you provide us, we collect, or we obtain about you. Advertising may sometimes appear near, between, over, or in your content.

We always love to hear from our users. But if you provide feedback or suggestions, just know that we can use them without compensating you, and without any restriction or obligation to you. You agree that we will own all rights in anything we develop based on such feedback or suggestions.

In summary: If you post content that you own to the Services, you remain the owner but you allow us and others to use it to provide and promote our Services. You also allow other users to view and, in some cases, use any content you make available to others on the Services. We have various rights to change and remove your content, but you always remain responsible for everything you create, post or share, or direct us to use on the Services.

3. Additional Terms and Policies That May Apply

Additional terms and conditions listed on the Snap Terms & Policies page or that are otherwise made available to you will apply to you depending on the specific Services you use or where you are located. If those additional terms apply (for example, because you use the applicable Services) then they will then become part of these Terms, meaning that you must comply with them. For example, if you purchase or use any paid features that we make available to you on Snapchat (such as a Snapchat+ subscription, but excluding advertising services) you agree that our Paid Features Terms apply. If any of the applicable additional terms conflict with these Terms, the additional terms will override and apply in place of the conflicting parts of these Terms.

In summary: Additional terms may apply, please take the time to read them carefully.

4. Privacy

Your privacy matters to us. You can learn how your information is handled when you use our Services by reading our <u>Privacy</u> <u>Policy</u>. You can also learn more about our privacy practices, including how certain features use your data, on our <u>Privacy</u>, <u>Safety, and Policy Hub</u>.

5. Personalised Recommendations Our Services provide a personalised experience to make them more relevant and engaging for you. We will recommend content, advertising and other information to you based on what we know and infer about your and others' interests from use of our Services. It is necessary for us to handle your personal information for this purpose, as we explain in our Privacy Policy. Personalisation is also a condition of our contract with you for us to be able to do so, unless you opt to receive less personalisation in the Services. You can find more information on personalised recommendations on our Support Site.

In summary: Our Services provide a personalised experience, including advertising and other recommendations to you based on data we collect as explained here and in our Privacy Policy.

6. Al Features

Our Services include Al-enabled features ("Al Features") that use inputs like text, images, audio files, videos, documents, data, or other content provided by you or used at your direction ("Inputs") to generate content and responses based on those Inputs ("Outputs"). All Inputs and Outputs will be treated for the purpose of these Terms as content you submit to the Services and accordingly any rights and licences granted to us and obligations on you in respect of content submitted or made available by you in these Terms

applies to Inputs and Outputs, including the licences set out in "Rights You Grant Us" above. We collect, use, disclose, and retain Inputs and Outputs in accordance with our Privacy Policy.

While we integrate certain safeguards into Al Features, Outputs may not be reviewed in advance and may be inaccurate, incomplete, misleading, offensive, objectionable, inappropriate, infringing, unsuitable, unlawful, unfit for particular purposes, or the same or similar to content generated for other users of the Services. Outputs may also contain content inconsistent with Snap's view, and Snap does not endorse any content included in any Outputs. If Outputs reference individuals or third parties including their products or services, it does not mean the individual or third party endorses Snap, or that they or these products are affiliated with Snap.

Al Features and Outputs are provided as-is and made available to you without representations or warranties of any kind, whether express or implied. This means that your use of any Al Features and Outputs is at your own risk, and you should not rely on them for any purpose, including to make decisions or for professional, medical, legal, financial, educational or other advice. Outputs are not Snap representations.

When using our AI Features, unless we give our permission, you must not, and must not take any action that would reasonably be expected to:

- use Inputs that contain or make use of, and otherwise could reasonably be expected to generate Outputs that contain or make use of, content that you do not have permission to use, would violate the rights of others, or has otherwise been unlawfully obtained;
- violate any submission guidelines or other policies we make available to you that apply to your use of AI Features or submission of Inputs;

- direct Al Features to generate any Outputs in violation of these Terms, the Community Guidelines, or any applicable intellectual property right, contractual restriction, or applicable laws, or which might otherwise cause harm;
- alter, obscure, or remove any watermark or disclosure applied to Outputs by the Al Features;
- circumvent any safety or privacy features, safeguards, or mechanisms in the AI Features;
- use or share Outputs that will be used to train, develop, or fine tune models, services, or other AI technologies; or
- misrepresent Outputs as having been human-generated or otherwise generated without the use of artificial intelligence.

Separate terms apply to any AI Features you use through or in connection with our business Services and Lens Studio instead of those set out above, and will be displayed to you in connection with your use of those other Services.

In summary: Inputs and Outputs from AI Features may be used in accordance with our Terms of Service, Privacy Policy, and terms relevant to the AI-specific products you use. AI Features may not be accurate or appropriate and you should not rely on them as a source of truth, facts, or substitute for human judgment.

7. Content Moderation

Much of the content on our Services is produced by users, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the user or entity that submitted it. Although Snap reserves the right to review, moderate, or remove all content that appears on the Services, we do not review all of it. So we cannot — and do not — guarantee that other users or the content they provide through the Services will comply with our Terms, Community

<u>Guidelines</u> or our other terms, policies or guidelines. You can read more about Snap's approach to content moderation on our <u>Support Site</u>.

Users can report content produced by others or others' accounts for violation of our Terms, <u>Community Guidelines</u> or other guidelines and policies. More information about how to report content and accounts is available on our <u>Support Site</u>.

We hope you'll understand any decisions we make about content or user accounts, but if you have any complaints or concerns you can use the submission form available here or use available in-app options. If you use this process, your complaint must be submitted within six months of the relevant decision.

Upon receiving a complaint, we will:

- ensure the complaint is reviewed in a timely, non-discriminatory, diligent and non-arbitrary manner;
- reverse our decision if we determine our initial assessment was incorrect;
 and
- inform you of our decision and of any possibilities for redress promptly.

In summary: Most content on the Services is owned or controlled by others and we don't have any control or responsibility over that content. We have content moderation policies and processes in place that apply to content on the Services.

8. Respecting the Services and Snap's Rights

As between you and us, Snap is the owner of the Services, which includes all related brands, works of authorship, Bitmoji avatars that you assemble, software, and other proprietary content, features, and technology. The Services may also be covered by patents owned by Snap or its affiliates, including those listed at www.snap.com/patents.

You must also respect Snap's rights and adhere to the <u>Snapchat Brand Guidelines</u>, <u>Bitmoji Brand Guidelines</u>, and any other guidelines, support pages, or FAQs published by Snap or our affiliates. That means, among other things, you may not do, attempt to do, enable, or encourage anyone else to do, any of the following and doing so may result in us terminating or suspending your access to the Services:

- use branding, logos, icons, user interface elements, product or brand look and feel, designs, photographs, videos, or any other materials Snap makes available via the Services, except as explicitly allowed by these Terms, the Snapchat Brand Guidelines, Bitmoji Brand Guidelines or other brand guidelines published by Snap or our affiliates;
- violate or infringe Snap's, our affiliates' or any other third party's rights of publicity, privacy, copyrights, trademarks, or other intellectual property rights, including by using the Services to submit, display, post, create or generate any infringing content;
- copy, modify, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of, or otherwise use the Services or the content on the Services, other than temporary files that are automatically cached by your web browser for display purposes, as otherwise expressly permitted in these Terms, as otherwise expressly permitted by us in writing, or as enabled by the Service's intended functionality;
- attempt to access the Services through unauthorised third-party applications, solicit login credentials from other users, or buy, sell, rent, or lease access to your account, a username, Snaps, or a friend link;
- reverse engineer, make unauthorised copies or derivative works of, decompile, disassemble, modify or decode the Services (including any underlying idea or algorithm) or any

content included therein, or otherwise extract the source code of the software of the Services, without our written permission, except to the extent an exception or limitation applies under an open source license or applicable laws;

- use any robot, spider, crawler, scraper, script, software, or other automated or semi-automated means, processes or interfaces to access, scrape, extract or copy the Services, including any user data, content or other data contained in the Services;
- use or develop any third-party applications that interact with the Services or other users' content or information without our written consent;
- use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services;
- upload viruses or other malicious code or otherwise compromise, bypass, or circumvent the security of the Services;
- attempt to circumvent any contentfiltering techniques we employ, or attempt to access areas or features of the Services that you are not authorised to access;
- use the Services to create or develop a competing product or service;
- state or imply that we endorse your content;
- probe, scan, or test the vulnerability of our Services or any system or network;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms or our <u>Community Guidelines</u>.

In summary: We own or control all of the content, features and functionalities of the Services, except your content. To ensure the Services and other users are protected from harm, there are rules we need you to follow when you use our Services. Failure to

comply with these rules may result in suspension or termination of your account.

9. Respecting Others' Rights

Snap respects the rights of others. And so should you. You therefore may not use the Services, or enable anyone else to use the Services, in a manner that violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual property right. When you submit content to the Services, you are solely responsible for ensuring and must ensure that you own that content, or that you have received all necessary permissions, clearances, licences, and authorisations in order to submit it to the Services (including, if applicable, the right to make mechanical reproductions of the musical works embodied in any sound recordings, synchronise any compositions to any content, publicly perform any compositions or sound recordings, or any other applicable rights for any music not provided by Snap that you include in your content) and grant the rights and licences contained in these Terms for your content. You also agree that you will not use or attempt to use another user's account except as permitted by Snap or its affiliates.

Snap honours trademark, copyright, and other intellectual property laws, including the Digital Millennium Copyright Act and takes reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. If Snap becomes aware that a user has repeatedly infringed copyrights, we will take reasonable steps within our power to suspend or terminate the user's account. If you believe that anything on the Services infringes a copyright that you own or control, please report it using the form accessible through this <u>tool</u>. Or you may file a notice with our designated agent: Snap Inc., Attn: Copyright Agent, 3000 31st Street, Santa Monica, CA 90405, email: copyright @ snap.com. Don't use this email address for anything other than reporting copyright infringement, as such emails will

be ignored. To report other forms of infringement, including trademark infringement, on the Services, please use the tool accessible <u>here</u>. If you file a notice with our Copyright Agent, it must:

- contain the physical or electronic signature of a person authorised to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorised to act on behalf of the copyright owner.

In summary: Make sure you own or have the right to use any content you make available on the Services. If you use content owned by someone else without permission, we may terminate your account. If you see anything which you believe infringes your intellectual property rights, let us know.

10. Safety

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that you will at all times comply with these Terms, including our Community Guidelines and any other policies Snap makes available in order to maintain the safety of the Services.

If you fail to comply, we reserve the right to remove any offending content; terminate or limit the visibility of your account, and retain data relating to your account in accordance with our data retention policies; and notify third parties — including law enforcement — and provide those third parties with data and any other information relating to your account. This step may be necessary to protect the safety of our users, and others, to investigate, remedy, and enforce potential Terms violations, and to detect and resolve any fraud or security concerns.

We also care about your physical safety and wellbeing while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. For example, never use the Services while driving. And never put yourself or others in harm's way just to capture a Snap or to engage with other Snapchat features.

In summary: We try to make our Services as safe as possible, but we need your help. These Terms, our Community Guidelines and other Snap policies contain important information about how to keep the Services and other users safe. And never put yourself or others in harm's way when using our Services.

11. Your Account

To use certain Services, you need to create an account. You agree to provide us with accurate, complete, and updated information for your account. Except in the unlikely event that activity occurs in your account outside of your control, you are responsible for any activity that occurs in your account. So it's important that you keep your account secure. One way to help keep your account secure is to select a strong password that you don't use for any other account and to enable two-factor authentication. If you think that someone has gained access to your account, please immediately reach out to Support. Any software that we provide to you may

automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings. You agree not to create any account if we have previously removed or banned you or your account from any of our Services, unless we consent otherwise.

In summary: Keep your account details safe and secure. Only use an account if you are authorised by us to do so.

12. Memories

Memories is our personalised data-storage service. Your content in Memories might become unavailable for any number of reasons, including things like an operational glitch or a decision on our end to terminate your account. Since we can't promise that your content will always be available, we recommend keeping a separate copy of content you save to Memories. We make no promise that Memories will be able to accommodate your precise storage needs. We reserve the right to set storage limits for Memories, or to prohibit certain types of content from being eligible for use with Memories and we may change these limits from time to time in our sole discretion.

In summary: Memories is a personalised storage service, it will be automatically enabled, but you can control some features. We cannot guarantee that any Memories will be stored forever either, so please do keep a backup.

13. Data Charges and Mobile Phones
You are responsible for any mobile charges
that you may incur for using our Services.
This includes data charges and charges for
messaging, such as SMS, MMS, or other
messaging protocols or technologies
(collectively, "Messages"). If you're unsure
what those charges may be, you should ask

your service provider before using the Services.

By providing us with your mobile phone number you agree, among other things, to receive Messages from Snap related to the Services, including about promotions (where we have consent or as permitted by law), your account, and your relationship with Snap. These Messages may be received even if your mobile phone number is registered on any kind of "Do Not Call" list, or international equivalent.

If you change or deactivate the mobile phone number that you used to create an account, you must update your account information through Settings within 72 hours to prevent us from sending messages intended for you to someone else.

In summary: We may send you Messages, and mobile charges may apply when you use our Services.

14. Third-Party Materials and Services Certain Services may display, include or make available content, data, information, applications, features or materials from third parties ("Third-Party Materials"), provide links to certain third-party websites or permit the use of Third-Party Materials or third-party services in connection with them. If you use any Third-Party Materials or third-party services made available through or in connection with our Services (including Services we jointly offer with the third party), the applicable third-party's terms will govern their relationship with you. Neither Snap nor any of our affiliates is responsible or liable for a third party's terms or actions taken under any third party's terms. Further, by using the Services, you acknowledge and agree that Snap is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or third-party services or

websites. We do not provide any assurances or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials, the availability of third-party services and links to other websites are provided solely as a convenience to you.

In summary: Snap isn't responsible for third party features, content or services accessible via or in connection with our Services – please make sure you read the third party's terms.

15. Modifying the Services and These Terms We're relentlessly improving our Services and creating new ones all the time. That means we may add or remove features, products, or functionalities over time, and we may also suspend, stop or terminate the Services altogether. We may take any of these actions at any time, and when we do, we will try to notify you beforehand — but this won't always be possible.

This also means we may need to update these Terms to reflect any changes to our Services or how we provide them, as well as to comply with legal requirements, or for other legal or security reasons. If those changes to these Terms are material we will provide you with reasonable advance notice (unless changes are required sooner, for example, as a result of a change in legal requirements or where we are launching new Services or features). If you continue to use the Services once the changes come into effect, we will take that as your acceptance.

In summary: Our Services are going to evolve over time. We may update these Terms from time to time to reflect these changes or for other reasons.

16. Termination and Suspension
While we hope you remain a lifelong
Snapchatter, you can terminate these
Terms at any time if you do not agree with
any changes we make to these Terms, or
for any other reason, by deleting your
Snapchat account (or, in some cases, the
account associated with the applicable
part of the Services you are using).

We may restrict, terminate, or temporarily suspend your access to the Services if you fail to comply with these Terms, our Community Guidelines or the law, for reasons outside of our control, or for any other reason. That means that we may

terminate these Terms, stop providing you with all or any part of the Services, or impose new or additional limits on your ability to use our Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason. And while we'll try to give you reasonable notice beforehand, we can't guarantee that notice will be possible in all circumstances.

Where we restrict, terminate or suspend your access to the Services for violation of our <u>Community Guidelines</u>, we will notify you and provide an opportunity for you to appeal as explained in our <u>Moderation</u>, <u>Enforcement and Appeals explainer</u>.

Before we restrict, terminate or suspend your access to the Services, we will take into account all relevant facts and circumstances apparent from the information available to us, depending on the underlying reason for taking that action. For example, if you violate our Community Guidelines we consider the severity, frequency, and impact of the violations as well as the intention behind the violation. This will inform our decision whether to restrict, terminate or suspend your access to the Services and, in the event of suspension, how long we suspend your access. You can find out more about how we assess and take action against misuse of our Services on our Support Site.

Regardless of who terminates these Terms, both you and Snap continue to be bound by Sections 2, 3 (to the extent any additional terms and conditions would, by their terms, survive), and 6 - 24 of the Terms.

In summary: You can stop using the Services or delete your account at any time and for any reason, including if you don't like any changes to these Terms. We can restrict or terminate your access to the Services for the reasons set out above. When we do, we'll provide you notice in most cases, as well as an opportunity to appeal the decision.

17. Indemnity

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless Snap, our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services, (b) your content, including infringement claims related to your content, (c) your breach of these Terms or any applicable law or regulation, or (d) your negligence or intentional misconduct.

In summary: If you cause us some damage, you will compensate us.

18. Disclaimers

We will try hard to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

The Services are provided "as is" and "as available" and to the extent permitted by law and except as stated above, without warranties of any kind, either express or implied, including, in particular implied warranties, conditions, or other terms relating to: (a) merchantability, satisfactory quality, fitness for a particular purpose, title, quiet enjoyment, non-infringement, or (b) arising from a course of dealing. In addition, while we attempt to provide a good user experience, we do not represent or warrant that: (i) the Services will always be entirely secure, error-free or timely, (ii) the Services will always function without delays, disruption or imperfections, or (iii) any content or information you obtain through the Services will always be timely or accurate.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW THE EXCLUSIONS PROVIDED FOR IN THIS CLAUSE, THOSE

EXCLUSIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED.

To the fullest extent permitted by law, Snap, Snap Inc., and our affiliates take no responsibility and assume no liability for any content that you, another user, or a third party creates, uploads, posts, sends, receives, views, or stores on or through our Services and you understand and agree that you may be exposed to content that might be offensive, illegal, misleading, or otherwise inappropriate, none of which Snap, Snap Inc., nor our affiliates will be responsible for.

Nothing in these Terms will exclude or limit any responsibility we may have to remove content if so required by the law of the country where you live.

In summary: Snap will try to make the Services available to you, but we do not make any promises regarding quality and will not be liable for any content which is not ours.

19. Limitation of Liability

Snap, Snap Inc., and our affiliates, directors, officers, stockholders, employees, licensors, suppliers, and agents will not be liable for any indirect, incidental, special, consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses, resulting from: (a) your use of the Services or inability to use the Services, (b) your access to or inability to access the Services, (c) the conduct or content of other users or third parties on or through the Services, or (d) unauthorised access, use or alteration of your content. Except to the extent specified otherwise in any other applicable terms of Snap, Snap Inc., or our affiliates, in no event will Snap, Snap Inc., or our affiliates' aggregate liability for all claims relating to the Services exceed the greater of (a) €100 EUR, and (b) the amount you paid Snap in the last 12 months for any Services.

Nothing in these Terms (or for the avoidance of doubt any other terms to which you are subject in respect of the provision of Services by Snap Snap Inc., or our affiliates) shall exclude or limit Snap's, Snap Inc.'s, or our affiliates' liability for: (a) death or personal injury arising from their own respective intent or negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability to the extent that such liability may not be excluded or limited as a matter of law.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY LIMITATION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED.

FURTHER, NOTHING IN THESE TERMS
AFFECTS YOUR STATUTORY RIGHTS AS A
CONSUMER.

In summary: We limit our liability for anything you do, instances where you cannot access the Services, things others do and any issues resulting from unauthorised use of our Services. Where we are liable to you and you have suffered some loss, we limit our liability to a set amount.

20. Dispute Resolution and Arbitration If you have a concern, let's talk. Go ahead and <u>contact us</u> first and we'll do our best to resolve the issue.

Some of our Services may have additional terms that contain dispute resolution provisions unique to that Service or your residency.

If you are using the Services on behalf of a business (rather than for your personal use), you and Snap agree that to the extent permitted by law, all claims and disputes between us arising out of or relating to these Terms or the use of the Services will be finally settled through binding arbitration under the LCIA Arbitration
Rules, which are incorporated by reference

into this clause. There will be one arbitrator (to be appointed by the LCIA), the arbitration will take place in London, and the arbitration will be conducted in English. If you do not wish to agree to this clause, you must not use the Services.

In summary: Get in touch with us if you have a complaint. Disputes with business users will be settled through arbitration.

21. Exclusive Venue

To the extent that these Terms allow you or Snap to initiate litigation in a court, both you and Snap agree that all claims and disputes (whether contractual or otherwise), arising out of or relating to the Terms or the use of the Services will be litigated exclusively in the courts of England in the United Kingdom, unless this is prohibited by the laws of the country where you reside. You and Snap consent to the exclusive jurisdiction of those courts.

22. Choice of Law

The laws of England and Wales govern these Terms and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to these Terms or their subject matter. The courts in some countries may not apply the laws of England and Wales to some disputes related to these Terms. If you reside in one of those countries, the laws of your home country may apply to those disputes.

23. Severability

If any provision of these Terms is found unenforceable, then that provision will be removed from these Terms and not affect the validity and enforceability of any remaining provisions.

24. Final Terms

These Terms, including the additional terms referenced in Section 3, make up the entire agreement between you and Snap, and supersede any prior agreements. These Terms do not create or confer any rights to third parties. If we do not enforce a provision in these Terms, it will not be considered a waiver of our rights to enforce these Terms. We reserve the right to transfer our rights under these Terms and provide the Services using another entity, provided that entity upholds these Terms. You may not transfer any of your rights or obligations under these Terms without our consent. We reserve all rights not expressly granted to you.

25. Contact Us

Snap welcomes comments, questions, concerns, or suggestions. You can contact us or get support <u>here</u>.

If you live in the Asia-Pacific region or if your principal place of business is in the Asia-Pacific region, which for the purposes of these Terms includes Afghanistan, India, Kyrgyzstan, Kazakhstan, Pakistan, Tajikistan, Turkmenistan and Uzbekistan, but does not include Armenia, Azerbaijan, Georgia, Russian Federation and Turkey, then:

- the company responsible for the Services is Snap Group Limited Singapore Branch and is located in Singapore at #16-03/04, 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982. UEN: T20FC0031F. VAT ID: M90373075A; and
- any references to "Snap" in these Terms means Snap Group Limited Singapore Branch.

Otherwise, the company responsible for the Services outside the United States and the Asia-Pacific region is Snap Group Limited and is located in the United Kingdom at 50 Cowcross Street, Level 2,

London, EC1M 6AL, United Kingdom. Registered company number: 09763672. VAT ID: GB 237218316.

Company	Community	Advertising	Legal
Snap Inc.	Snapchat Support	Snapchat Ads	Other Terms & Policies
Careers	Spectacles Support	Advertising Policies	Law Enforcement
News	Community Guidelines	Political Ads Library	Cookie Policy
Privacy and Safety		Brand Guidelines	Cookie Settings
		Promotions Rules	Report Infringement

Snap Inc.

CitizenSnap

Other Terms & Policies

Privacy Policy

Terms of Service

