

# Supplement to the Microsoft Services Agreement for

## Microsoft Designer for Consumers

Effective: May 31, 2024

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These supplemental Terms of Use ("Terms") apply to the Designer experiences at [www.designer.microsoft.com](http://www.designer.microsoft.com) ("Designer"). Your use of Designer services is governed by the terms and conditions of the Microsoft Services Agreement [Microsoft Services Agreement](#), the terms and conditions of this Supplement and the [Image Creator from Designer Terms](#) (to the extent applicable) which are both incorporated by reference (collectively, the "Agreement"). **By accepting this Supplement or using the service and software, you agree to all these terms and consent to the transmission of certain information during your use of the software pursuant to the Microsoft Privacy Statement described in the Microsoft Services Agreement.**

### Applicable Terms.

- You agree that your use of Designer is for personal use only and not for use in the course of trade or commerce.
- You agree that Designer constitutes a Service, as defined in the Microsoft Services Agreement.
- **TEXT TO IMAGE GENERATOR FEATURE:** Designer uses Image Creator to generate images using Image Creator by Designer. Image Creator by Designer is governed by its terms, [Image Creator from Microsoft Designer - Terms of Use \(bing.com\)](#), which is incorporated by reference. Your use of Designer is also governed by the "Image Creator" terms. If there is any conflict between this Agreement, the Microsoft Services Agreement, and Image Creator Terms the conflicting provision in this Agreement will control.
- You must use Designer and the generated Creations only:
  - a. in a lawful manner and in compliance with all applicable laws;
  - b. in accordance with this Agreement, Microsoft Services Agreement, or other Microsoft documentation directed to the Service; and
  - c. in a manner that does not infringe, misappropriate or otherwise violate any of our rights or the rights of any other person or entity (for clarity, "manner" includes without limitation the method, purpose and/or means of causing or attempting to cause the

Service to generate Creations and any resulting use of the Creations).

- Designer contains features that make use of third-party components or software, which may be subject to certain use restrictions. By using Designer, you agree that you are responsible for compliance with certain third-party terms, including use restrictions. To review third party notices, please [click here](#).
- Microsoft expressly disclaims any and all representations or warranties, express or implied, that any Creations (including Your generated Creations) do not infringe or otherwise violate the intellectual property rights of any third party.
- **Microsoft strongly recommends consulting legal counsel regarding any use You intend to make of the Creations.**
- You will indemnify, defend, and hold Microsoft harmless from and against any and all costs, expenses, and losses (including, without limitation, settlement costs and payments, attorneys' fees, liabilities, claims, obligations, judgments, fines, and damages) incurred through claims, alleged claims, or threatened claims that Your generated Creations infringe or otherwise violate the intellectual property rights of any third party.

**Violations.** Serious or repeated violations of this Agreement and the Microsoft Services Agreement Code of Conduct may result in your suspension from Designer and other Services (as defined in the Microsoft Services Agreement). We reserve the right to permanently suspend your use of Designer and other Services (as defined in the Microsoft Services Agreement).

**Suspension and Cancellation.** In addition to paragraph 3, we reserve the right to suspend or discontinue offering or supporting all or part of Designer at any time and for any reason. Subject to the requirements of law, we may limit, suspend, or terminate your use of Designer at any time without notice and for any reason, including if you breach this Agreement, if we suspect you are engaged in fraudulent or illegal activity, or if your Microsoft account is suspended or closed by us or by you.

**Ownership of Content.** Microsoft does not claim ownership of your Prompts,

Creations, or any other content you provide, post, input, or submit to the Image Generator (including feedback and suggestions). However, by using Designer, posting, uploading, inputting, providing or submitting content you are granting Microsoft, its affiliated companies any necessary sublicensees permission to use the Prompts, Creations and any related content in connection with the operation of their businesses (including, without limitation, all Microsoft Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Prompts, Creations and any other content you provide; and the right to sublicense such rights to any supplier of Designer.

Microsoft does not claim ownership of Prompts, Creations, customizations, instructions, or any other content you provide, post, input, or submit to, or receive from, the Designer Online Services (including feedback and suggestions). However, by using the Designer Online Services, posting, uploading, inputting, providing or submitting content you are granting Microsoft, its affiliated companies and third party partners permission to use the Prompts, Creations, customizations (including GPTs) , and related content in connection with the operation of its businesses (including, without limitation, all Microsoft Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Prompts, Creations, and other content you provide; and the right to sublicense such rights to any supplier of the Designer Online Services. Your use of the Designer Online Services does not grant you any ownership rights in any underlying technologies, intellectual property, or other data that comprise or support the Designer Online Services.

Without limiting Section 12 of the Microsoft Services Agreement in any way, but for the sake of clarity, Microsoft does not make any warranty or representation of any kind that any material created by Designer does not infringe the rights of any third party in any subsequent use of the content you may use (including but not limited to copyright, trademark, rights of privacy and publicity, and defamation). You must use any content from Designer in accordance with the Microsoft Services Agreement Code of Conduct and applicable law and subject to any third-party rights. In addition, you agree to indemnify and hold harmless Microsoft, its affiliates, employees and any other agents from and against any claims, losses,

and expenses (including attorneys' fees) arising from or relating to your use of Designer, including your subsequent use of any content from Designer, your breach of this Agreement, or any violation of applicable law.

**IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15 OF THE MICROSOFT SERVICES AGREEMENT. IT AFFECTS HOW DISPUTES RELATING TO THIS AGREEMENT ARE RESOLVED.**