

# Designer for Web Image Generator and Brand Kit Terms Preview

*Last Updated: December 1, 2023*

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These Terms of Use ("Terms") apply to Microsoft Designer ("Designer"), including the Text to Image Generator feature ("Image Generator") and brand kit feature ("Brand Kit"). The Image Generator and Brand Kit allow you to generate images ("Creations") based on text you input ("Prompts"). By using Designer, you agree to the terms below.

## 1. Applicable Terms.

- (a) Your use of Designer, including the Image Generator and Brand Kit features, is governed by these terms (this "Agreement"), as well as the [Microsoft Services Agreement](#), which is incorporated by reference.
- (b) You agree that your use of Designer is for personal use only and not for use in the course of trade or commerce.
- (c) You agree that Designer constitutes a Service, as defined in the Microsoft Services Agreement. If there is any conflict between this Agreement and the Microsoft Services Agreement, the conflicting provision in this Agreement will control.
- (d) Your use of Designer is also subject to the [Microsoft Privacy Statement](#), which describes our collection, use and disclosure of information relating to your use of the Image Generator.
- (e) **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, [The New Bing - Terms of Use](#), 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.

## 2. Using Designer.

- (a) Your use of Designer must comply with the Code of Conduct in the Microsoft Services Agreement. You may not use Designer in a way that may harm other individuals, organizations, or society. You must use Designer and the generated Creations only (i) in a lawful manner and in compliance with all applicable laws; (ii) in accordance with this Agreement, Microsoft Services Agreement, or other Microsoft documentation directed to the Service; and (iii) 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](#).
- (b) 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.
  - (c) Microsoft strongly recommends consulting legal counsel regarding any use You intend to make of the Creations.
  - (d) 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.

3. **Violations.** Repeated violations of this Agreement will result in your suspension from Designer. We reserve the right to permanently suspend your use of Designer.
4. **Suspension and Cancellation.** In addition to paragraph 3, we reserve the right to suspend or discontinue offering or supporting all or part of the Service at any time and for any reason. Subject to the requirements of law, we may limit, suspend, or terminate your use of the Service at any time without notice and for any reason, including if you breach this Agreement, if we suspect you are engaged in fraudulent activity, or if your Microsoft account is suspended or closed by us or by you.
5. **Use of Images.** Subject to your compliance with (i) this Agreement (and subject to the limitations in Paragraphs 1, 2, and 6) and (ii) the Microsoft Services Agreement, including the Code of Conduct, you may use Creations for any legal purpose.
6. **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 the Service, posting, uploading, inputting, providing or submitting content you are granting Microsoft, its affiliated companies and necessary sublicensees permission to use your content in connection with the operation of their Internet 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 your content; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of your content, as provided herein. Microsoft is under no obligation to post or use any content you may provide, and Microsoft may remove any content at any time in its sole discretion.

You warrant and represent that you own or otherwise control all the rights to your content as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content.

- 7. No Guarantees.** We plan to continue to develop and improve Designer, but we make no guarantees or promises about how Designer operates or that it will function as intended, and your use of Designer is at your own risk.

- 8. 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.**