



Dig - Terms of Service

Last Updated: Feb 23, 2026

These Terms of Service (these “**Terms**”) govern your use of the ask dig service (the “**Service(s)**”) operated by **Dig International Inc. and/or its affiliates (DBA "Dig")** (each, the “**Company**”, “**we**”, “**us**”) through Company's websites located at <https://dig.ai/> and <https://ask.dig.ai/> (the “**Sites**”).

By accessing or using the Service, you signify that you: (1) have the legal capacity to comply with and agree to comply with these Terms, and (2) are not a minor in the jurisdiction in which you reside. You are not authorized to access or use the Service if you do not meet both (1) and (2).

1. The Services; restrictions on use

- a. We grant you a personal, non-transferable, non-exclusive, revocable, limited license to use and access the Services solely as permitted by these Terms. We reserve all rights not expressly granted to you by these Terms.
- b. Except as permitted through the Services or as otherwise permitted by us in advance and in writing, your license does **not** include the right to:
 - License, sell, transfer, assign, distribute, host, or otherwise commercially exploit the Services.
 - Modify, prepare derivative works of, disassemble, decompile, or reverse engineer any part of the Services.
 - Access the Services or any content made available through the Services in order to build a similar or competing website, product, or service, unless otherwise agreed or licensed by us.
 - Reproduce, duplicate, copy or re-sell any part of our Services, unless otherwise agreed by us pursuant to a licensing agreement.
- c. Without derogation from any other restrictions on your use of the Services contained herein or elsewhere in these Terms, you may only use the Services for lawful purposes, and you will not:
 - Use the Services in any way which breaches any applicable local, national or international law or regulation, or in any way that is unlawful or fraudulent, or violates or infringes the rights of any third party, including without limitation, privacy rights, publicity rights or intellectual property rights.
 - Use the Services for any activities or content related to illegal, unethical, violent, racist, pornographic or otherwise harmful content.
 - Attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services).

- Knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
 - Act in any manner that could interfere with, damage, disrupt, or negatively affect, or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services in any manner.
 - The use of any automated system, software, or manual process, whether operated by a third party or otherwise, to extract any data from the Service for commercial purposes (“scraping”) is strictly prohibited.
 - Act in any way which would infringe ours or any person or entity's intellectual property or any other proprietary rights.
- d. Without derogating from the above, your use will align at all times with Dig's Acceptable Use Policy, located at <https://dig.ai/dig-acceptable-use-policy/>, as amended from time to time. Failure to comply with the Acceptable Use Policy could result in suspension or termination of your license to access the Service.
 - e. We reserve the right to monitor your use of the Services. If we determine, in our sole discretion, that you have violated any of the Terms or otherwise misused the Services, we reserve the right to suspend or terminate your access to the Services, without prior notice.
 - f. We reserve the right to modify, suspend, or discontinue the Service (in whole or in part) at any time, with or without notice to you. Any future release, update, or other addition to functionality of the Service will be subject to these Terms, which may be updated from time to time. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

2. Intellectual property

- a. The Company owns (or has valid authorizations or licenses required for) the Services, including all worldwide intellectual property rights in the Services, and the trademarks, service marks, and logos contained therein (subject to such trademarks, service marks, and logos which are expressly denoted as belonging to third parties). All rights in the same and all rights not expressly granted hereunder are reserved by the Company to the fullest extent under any applicable law. In addition, we will own any intellectual property in respect of features or functionalities of the Services that are based on your suggestions, improvements or feedback.
- b. You hereby grant us an irrevocable, worldwide, royalty-free license to use any data inputted by you (including prompts, inputs, instructions, queries, content, or files) to the Services, or generated through your use, for the purpose of using the Services or facilitating the use of the Services (collectively, “**Customer Data**”) to enable us to (i) provide, operate and support the Services; (ii) comply with applicable law,

enforce these Terms, prevent fraud or misuse, and protect the security and integrity of the Services; and (iii) If you access or use the Services under the Lower Tier Plans (as defined below) to develop, improve, enhance, train and fine tune the Services, including any machine learning model Company use to provide the Services.

- c. Except as expressly permitted herein, you may not copy, modify, duplicate, distribute, display, perform, sublicense, decipher, decompile, reverse engineer, translate, port, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Services any material that is subject to our proprietary rights. You may not use any of the foregoing to create any software or service similar to the Site or Services.
- d. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of the Company or any third party.
- e. You may not or attempt to (a) circumvent, disable, or otherwise interfere with security-related features of the Site or Services or features that prevent or restrict use or copying of any content; (b) use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Service; or (c) harvest, collect or mine information about users of the Services.

3. Disclaimers & disclaimer of warranty

- a. The Service utilizes large language models and artificial intelligence ('AI') to generate responses. By using this Service, you acknowledge that the output is generated by a machine, may contain inaccuracies, and does not represent the views of the Company.
- b. No representations or warranties, express or implied, are given regarding the legal or other consequences resulting from the use of our Services. Your use of the Services is at your sole discretion, and reliance on any information derived therefrom is at your own risk. You are solely responsible for any damage or data loss that may result from your use of the Services. The Services are provided on an "as-is" and "as available" basis without warranties of any kind from the Company.
- c. The Company expressly disclaims all warranties of any kind, whether express, implied, or statutory, relating to the Services, including without limitation the warranties of title, merchantability, fitness for a particular purpose or your purposes, or non-infringement. The Company disclaims any warranties, express or implied, regarding the security, accuracy, reliability, timeliness, and performance of the Services. The Company also disclaims any warranties that the Service will be error-free, including free from any viruses or other vulnerabilities, or that any errors

will be corrected. Furthermore, the Company disclaims warranties regarding the performance, accuracy, quality, currency, completeness, or usefulness of any information provided by the Services.

- d. We are not responsible for any delays, delivery failures, technical malfunctions, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, telephone, or cellular phone network or lines, computer online systems, servers, or providers. You acknowledge that the Services may be subject to limitations, delays, and other problems inherent in the use of such communication facilities. We are also not responsible for any problems or technical malfunction of any telephone or cellular phone network or lines, computer online systems, servers, or providers, computer equipment, software, or failure of any email due to technical problems or traffic congestion on the internet or on the Site. This includes any injury or damage to users or to any person's mobile device or computer related to or resulting from the usage of the Services.
- e. The Company makes no commitment to update the Site.
- f. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.
- g. Company may offer the Services under different subscription plans (each, a "**Plan**") including the Free plan and the Pro plan, and other plans made available from time to time. If you access or use the Services under the Free or the Pro plan (collectively, the "**Lower Tier Plans**"), you acknowledge and agree that the Company may use any and all Customer Data to develop, improve, enhance, train and fine tune the Services, including any machine learning model Company use to provide the Services. If you access or use the Services and any Plan other than the Lower Tier Plans, the Company will not use Customer Data for the purposes of develop, improve, enhance, train and fine tune of the Services without your explicit opt in through the services or written prior approval.
- h. Notwithstanding the forgoing, Company may use Customer Data as necessary to provide, maintain, and support the Services, comply with applicable law, enforce these Terms, prevent fraud or misuse, and protect the security and integrity of the Services.

4. Liability

- a. IN NO EVENT SHALL THE COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS INCLUDES LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL, LOSS OR CORRUPTION OF DATA OR INFORMATION, PURE ECONOMIC LOSS, OR SIMILAR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES. THIS APPLIES EVEN IF THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN EACH APPLICABLE JURISDICTION. YOU HEREBY WAIVE YOUR RIGHTS TO ANY CLAIMS AGAINST US ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES. THIS INCLUDES CLAIMS IN EXISTENCE NOW OR COMING INTO EXISTENCE IN THE FUTURE. IN THE EVENT THAT THE FOREGOING IS UNENFORCEABLE UNDER APPLICABLE LAW OR A COURT DETERMINES THAT IT IS UNENFORCEABLE, OUR TOTAL AGGREGATE LIABILITY SHALL BE LIMITED TO \$100 US.

- b. Under no circumstances shall the Company be responsible for any loss or damage, including personal injury or death, resulting from the use of the Services, the Site or from any content posted on or through the Service or Site.
- c. You assume sole responsibility for all information inputted by you into the Services and any settings you define. We shall have no liability for any damage arising and caused by any errors or omissions in any information or instructions provided to us on the Services by you, or any actions taken by us at your direction.
- d. We shall have no liability towards you in respect of any actions taken by you based on any results obtained from your use of the Services. It is solely your responsibility to use the Services in accordance with any applicable law and these Terms.
- e. By using our Services you hereby release us from any damages, claims, or other causes of action related in any way, directly or indirectly, to the Services.
- f. Any cause of action against the Company must be brought within one (1) year of the date such cause of action arose.

5. Indemnification

You shall defend, indemnify, and hold harmless the Company, its affiliates and each of their employees, contractors, directors, officers, suppliers, agents, service providers and representatives from all liabilities, losses, claims, and expenses (including without limitation to reasonable attorney's fees) that arise from or relate to (a) Customer Data (b) your access, use or misuse of the Services, (c) your violation of these Terms, the Acceptable Use Policy or any applicable law, contract, policy, regulation or other obligation, (d) your negligence, intentional misconduct, or fraud. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and fully cooperate with the Company in connection therewith.

6. Fees

- a. The Service or part thereof are provided for fees, as detailed on the Company's Site or other publications made available to the users.
- b. The Company may, at its sole discretion, add new services and Plans for additional fees or offer new plans which offer different fee models (such as "**standard**", "**premium**" and so on).

- c. Company may remove or modify Plans, plan names, pricing, and features from time to time, including which Plans are designated as Lower Tier Plans or not. Company will provide notice of material changes by updating the Site and, where reasonable, by additional notice through the Services or email. Any change will apply prospectively from the effective date of the change.
- d. You acknowledge that failure to ensure payment of the fees, including by maintaining your method of payment valid at all times, may result in your inability to access the Service or any part thereof, at the Company's sole discretion.
- e. You will not be entitled to any refund on termination or expiration of the Services.

7. Privacy

When you use our Service, certain personal information and Customer Data, may be collected about you. In order to learn more on the data collection and privacy practices of the Service, please refer to our Privacy Policy located at <https://dig.ai/privacy-policy/>.

8. Governing law and miscellaneous

- a. In the event that any provision of these Terms is held to be invalid or unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect.
- b. Nothing in these Terms creates any agency, employment, joint venture, partnership or other relationship not herein specifically and explicitly agreed between you and the Company or authorizes you to act on behalf of the Company.
- c. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void.
- d. Our rights hereunder will survive any termination or expiration of these Terms.
- e. Failure by us to enforce any provision of these Terms will not be considered a waiver of the right to enforce such provision. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- f. These Terms do not confer any rights on any person or party other than the parties to these Terms. There are no third-party beneficiaries to these Terms.
- g. Unless a specific agreement is signed by you and us, these Terms constitute the entire and only agreement between you and us, and supersede all prior or contemporaneous agreements, representations, warranties and understandings that relate to the subject matter hereof. In any case that a specific agreement is signed by you and we, its provisions shall supersede the provisions of these Terms.

- h. These Terms shall be governed by and interpreted in accordance with the laws of the state of New York exclusive of its choice of law rules. Any action to be brought in connection with these Terms or the Services shall be brought exclusively in the courts locate in New York County, New York and you irrevocably consent to their jurisdiction; provided that we may seek equitable relief in any jurisdiction as we deem appropriate. We each waive any right to a jury trial. Your conduct may also be subject to other local, state, and national laws.