



TERMS OF USE

Last updated: 19 October 2026

These Terms of Use (the “**Terms**”) govern your use of the Verba mobile application, Verba website, Creative DNA, web-to-app flows, creative tools, and related services (together, the “**Service**”). The Service is provided by **Verba Creative Inc.**, a Delaware corporation (“**Verba**,” “**we**,” “**us**,” or “**our**”).

Company details: Verba Creative Inc., 131 Continental Drive, Suite 301, Newark, New Castle County, DE 19713, United States. Website: <https://verba.digital>. General enquiries: admin@verba.digital. Privacy enquiries: privacy@verba.digital.

By accessing or using the Service, you agree to these Terms. Please also read our **Privacy Policy**, **Subscription Terms**, and **Refund & Cancellation Policy**. Those separate documents form part of the applicable contractual framework, with any mandatory consumer rights taking priority. If you do not agree, please do not use the Service.

1. What Verba Does

Verba provides AI-assisted tools for video and digital content creation, including captions, subtitles, translations, scripts, video editing, teleprompters, voiceovers, images, music and sound features, pause removal, and other creative workflows. Certain functions may be available only on supported devices, platforms, territories, plans, or app versions.

Creative DNA is a personalized creation and analytics feature. Where available and enabled by you, it can analyze content and performance information from social media accounts you connect, as well as relevant creative choices made in Verba, to produce content audits, performance comparisons, post and video ideas, creative briefs, scripts, editing suggestions, and weekly insights. Availability and detail of metrics depend on the source platform, account type, permissions and technical access. Creative DNA is currently presented as part of **Verba PRO**, subject to the plan and checkout disclosures applicable to you.

Creative DNA does not guarantee reach, engagement, growth, virality, monetization or any other performance outcome. Recommendations are estimates based on available information, not promises of future results.

2. Eligibility and Your Account

You must be legally able to accept these Terms. The Service is not intended for children under 13 or the higher minimum age that applies to the relevant feature or jurisdiction. Minors who are permitted to use Verba must have any required parental or guardian involvement.

You are responsible for the accuracy of the information you submit, for keeping login methods secure, and for activities through your account and connected devices. Notify us promptly if you suspect unauthorized access. You may not sell or transfer your account, subscriptions, usage allowances, or access rights unless expressly permitted.



3. Limited License and Acceptable Use

Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to use Verba for lawful personal and internal business purposes during your access to the Service. Verba, its software, models, interfaces, branding, templates and other proprietary materials remain ours or our licensors'.

You must not: (a) reverse-engineer, extract model weights, source code, non-public prompts or systems except where law permits; (b) bypass paywalls, trial limits, security controls or rate limits; (c) resell, sublicense or commercially redistribute Verba as a standalone service or API; (d) scrape, overload, interfere with or access systems or data without authorization; (e) use the Service to infringe intellectual property, privacy, publicity or other rights; (f) generate unlawful, exploitative, abusive, fraudulent or deceptive content; (g) impersonate others or create non-consensual intimate, exploitative or child sexual abuse material; or (h) violate third-party platform or payment provider rules.

We may take proportionate steps to detect and prevent misuse, including limiting outputs, suspending particular functions or terminating access where justified, subject to applicable law.

4. Your Content and Permissions

“User Content” includes files, video, audio, images, prompts, scripts, captions, subtitles, lyrics, creative references, settings, projects, connected-account data you lawfully authorize us to use, and other material that you submit or make available through Verba. You retain whatever rights you have in your User Content. Connecting a social account does not transfer ownership of its content to Verba.

You grant Verba and service providers acting on our behalf a worldwide, non-exclusive, royalty-free license to host, copy, process, transform, transmit and otherwise use User Content **only to the extent necessary** to provide the features you request, produce or deliver outputs, maintain and secure the Service, support you, meet lawful obligations, and enforce these Terms. This permission ends when the relevant purpose and permitted retention end, subject to applicable law and surviving rights.

You confirm that you have the necessary rights and permissions for materials you submit and the uses you request. Do not upload confidential or sensitive information, third-party likenesses, voices, music, or other protected materials unless authorized and appropriate. You remain responsible for reviewing content before publishing it.

5. Creative DNA and Connected Social Accounts

You may choose to connect eligible Instagram or TikTok accounts using their authorized connection process. Verba will not read a social account through Creative DNA before you take the steps required to connect and authorize it. We may process only the permissions and categories of information actually made available to our integration, which can include profile identifiers, content and captions, posting information, authorized engagement metrics, performance insights and, where permitted and available, comments or other audience responses.

You authorize Verba to use this information **for the Creative DNA features you activate**, including preparing a personalized analysis of what has worked in your own content, comparing performance



with your normal results, and generating tailored briefs and content suggestions. You must have authority to connect the relevant account and grant these permissions. Your decision to connect is distinct from any additional consent that law or platform rules may require for another purpose; we will request additional permission when required.

Where Meta Platform Terms require valid User consent before building or augmenting a profile from Meta Platform Data, Verba will seek that permission through the appropriate connection or feature flow and keep evidence of it. OAuth authorization alone is not treated as blanket permission for profile building, independent model training, unrelated advertising or transfer to third-party AI providers.

We may use historical creator analytics and derived briefs while reasonably necessary to provide your active, requested Creative DNA experience. We will not keep Platform Data indefinitely, retain copies after deletion where the platform requires removal, or evade a platform restriction by labeling information aggregated, anonymized or derived. The Privacy Policy and Social Account Connections & Data Deletion notice explain the lifecycle and your rights.

Creative DNA may create inferences about your content style, creative preferences, posting patterns and performance. These are used to serve **your own** connected experience, not to create profiles of people who comment on your posts. Comments, where accessed, may be evaluated to identify audience themes or reactions; we seek to avoid retaining unnecessary individual commenter identifiers. Further details, lawful bases and rights are described in our Privacy Policy.

You may disconnect a social account to stop new access through that integration. You may also request or initiate deletion of the platform data and related Creative DNA information we hold, or request a copy where offered. **Disconnecting and deleting data are separate actions.** Deletion is subject only to narrow legal, security and technical retention exceptions. Removing a connection, deleting Verba, or losing platform permissions may make Creative DNA unavailable and does not automatically cancel a paid subscription.

We do not sell or license data obtained from connected accounts, use it for cross-user targeted advertising, or use it to train general-purpose AI models. We use platform-sourced data only for permitted, user-directed purposes, in accordance with applicable platform terms and our Privacy Policy. We may use contracted technical/AI processors only where permitted under the applicable platform rules and subject to appropriate safeguards. We may have to restrict or delete data, remove a feature or disconnect an integration when Meta, TikTok or applicable law requires it.

6. AI Output, Accuracy and Responsibility

“Outputs” include captions, subtitles, translations, scripts, edits, ideas, briefs, analytics interpretations, music, audio, images, suggestions and other AI-assisted results. Outputs may contain mistakes, omissions, similarities to existing materials, unsupported assumptions or incomplete analytics. You must check factual accuracy, rights clearance, platform compliance and suitability for your intended use.

Subject to third-party rights and applicable law, Verba does not claim ownership of the Outputs generated for you. This does not give you ownership of underlying software, licensed assets, AI systems, templates, models or materials created by other users. Outputs may not be exclusive, copyrightable or legally usable in every context. You are responsible for any decision to publish,



monetize or rely on them. Do not treat performance predictions as guaranteed results or professional advice.

7. Music and Audio Features

Verba may provide (a) **Verba Music Library** assets and (b) AI-generated music or sound, potentially using ACE-Step or ACE-Step-based components.

Where an asset is expressly offered as royalty-free for use in Verba projects, we grant you a non-exclusive, non-transferable, royalty-free license to synchronize that asset with videos or other projects created or edited in Verba and lawfully publish or monetize those resulting projects. You may not extract, resell, redistribute, sublicense or register library music as a standalone asset, stock music, sound pack or Content ID reference. “Royalty-free” does not mean that no copyright exists or that you own the composition.

AI-generated music may be similar to existing material, may lack copyright protection, and may attract third-party claims. You must have rights to any prompts, samples, references, lyrics, recordings or voices supplied by you. Do not clone an identifiable artist or person without the necessary permissions. Verba does not provide legal music clearance, collection society registration, Content ID administration or guarantees of platform monetization. Third-party moderation and distribution decisions remain outside our control.

7.1. Library Music Scope and Restrictions

Where we expressly label a library audio asset as available for use in Verba projects, the grant applies to synchronization in a larger lawful creative work, including distribution or monetization of that resulting work within the stated conditions. **It does not license the underlying asset for standalone redistribution, sample-pack use, independent music distribution or further sublicensing.** You may not claim ownership of the standalone library track, add it to a Content ID or similar rights-management database in a way that blocks Verba or other lawful users, or provide library files as stock audio. Third-party music platforms may flag a permitted use through automated systems; we may reasonably assist but cannot ensure removal of every platform strike or monetization restriction.

7.2. AI-Generated Music and Clearance

AI music can be similar to existing tracks or styles and may not be eligible for exclusive copyright protection, collection-society registration, commercial sync, distribution or monetization. A prompt, source recording or sample may itself require permission. You must not intentionally clone a performer or imply their participation or endorsement without necessary rights. Verba does not operate a music publisher, rights administrator or legal clearance service and does not guarantee avoidance of copyright, neighboring-right, personality, publicity, platform or trademark claims. For substantial commercial use, advertising or client work, obtain independent rights review as appropriate.

7.3. Open-Source and Model Licenses

Verba may use open-source software and AI components, potentially including ACE-Step. Applicable third-party component licenses continue to govern those components and do not transfer third-party content rights to end users. We are not affiliated with or endorsed by an open-source



project's authors solely because we use a compatible component. We will make notices or attribution available where required by the applicable license. We may replace models and providers, and no particular third-party model is guaranteed to remain available indefinitely.

7.4. External Moderation and Commercial Uses

Social, advertising, streaming and rights-management platforms apply their own music, AI-labeling and intellectual-property rules. You must comply with those rules and may have to disclose synthetic media or obtain rights for voices, likenesses and music references. Verba does not guarantee that AI-generated music will be accepted by a distributor, avoid automated matches or qualify for registration. Lawful platform decisions outside our control do not override your non-waivable remedies for any separate failure by Verba to supply the paid Service.

8. Third-Party Platforms and Integrations

Verba may use external AI, model and cloud service providers to deliver certain tools. Where Apple guidelines or applicable laws require clear disclosure and explicit permission before sharing personal data with such providers, Verba will obtain it through the appropriate product flow. A legal term does not replace that disclosure or permission.

Instagram, TikTok, Apple, Stripe, hosting services, AI and music providers are independent services governed by their respective terms. We are not sponsored or endorsed by Instagram, TikTok or Meta merely because Verba offers an integration. Platform permissions, approved scopes, account-type requirements, metrics, quotas, policies and availability can change. You must comply with their rules and not attempt to access information by unauthorized scraping or other means.

All permissions are subject to the source platform's current approved API endpoints, account-type requirements, developer review and intended-purpose limits. A feature description does not authorize scraping, use of a research-only API for commercial purposes or retention that exceeds the source platform's rules.

A platform may revoke permissions, restrict an API, remove content or change its data; this may reduce or interrupt Creative DNA without constituting a breach by Verba, subject to mandatory consumer rights. Our Privacy Policy explains how any platform data received by Verba is processed.

8.1. Social Accounts and Permissions

You may link only an account you own or are lawfully authorized to manage. Connection permissions are shown by the relevant social network and can be revoked there. We will not require your social-media password. Verba uses only supported API routes and may have to suspend importing posts, comments or metrics if access scopes are not approved, the platform changes its terms or the integration loses authorization. Creative DNA recommendations do not imply endorsement by Instagram, Meta or TikTok.

8.2. Authorized Analysis and Platform Data

By activating Creative DNA, you request analysis of the connected-account information necessary to create your own recommendations. Source-platform permissions and privacy notices apply. When we use Meta Platform Data to build or augment a user profile, we must obtain and retain valid user consent for that platform-defined purpose, independently of the GDPR legal basis applicable to the processing. Verba may not use source-platform data for surveillance, data brokerage, unrelated



advertising, building other users' profiles or AI training that violates applicable platform requirements. Personal data of commenters are not treated as if the account owner could consent on their behalf.

8.3. Availability and Accuracy of Platform Services

Connected platforms control what data and permissions they make available. We cannot guarantee uninterrupted API access, continued availability of any statistic, accuracy of third-party metrics or a particular level of social reach, income, follower growth or engagement. If a material change removes an important paid entitlement, mandatory consumer remedies and our Refund Policy continue to apply. A third-party service's action does not itself entitle Verba to ignore a material service failure within its own control.

8.4. Removing Linked Data

You may disconnect a linked account or request deletion of imported information through supported controls or the privacy request channel. Disconnection stops future import; deletion also addresses stored Platform Data and relevant derived profiles subject to valid legal exceptions and platform deletion requirements. Deleting a Verba account, deleting imported data and cancelling a paid subscription are separate actions. Further details appear in the Privacy Policy.

9. Plans, Subscriptions, Trials and Purchases

Some tools are free, while other features require a subscription, a trial, credits, or another paid entitlement. Pricing, plan contents, usage limits, trial availability and renewal frequency are shown in the relevant checkout or purchase interface and may differ by platform, region and offer.

Subscription Terms governs purchase routes, recurring charges, renewals, trials, plan changes, payment failures, account deletion and cancellation. **Refund & Cancellation Policy** governs discretionary refunds and statutory consumer remedies. Where an Apple in-app purchase is made, Apple generally administers that billing and related refund requests; web purchases may be billed via Stripe or another provider identified at checkout.

9.1. Incorporated Commercial Policies

The **Subscription Terms** govern recurring charges, trials, renewals, cancellation, plan changes and channel-specific billing. The **Refund & Cancellation Policy** governs web refund review, remedies and mandatory withdrawal rights. The existing **Credits Policy** governs grant cadence, deductions, expiry, purchased credit packs, restoration and adjustments. Each is incorporated by reference to the extent relevant to your purchase or use. If a specific purchase disclosure conflicts with a general provision, the applicable mandatory law and properly presented transaction-specific terms govern.

9.2. Credit Entitlements and Expiration

Under the current Credits Policy, standard weekly plans include **5 Subscription Credits per paid week**, monthly plans **50 per paid month**, and annual plans **up to 720 per paid year issued in monthly grants of 60**, not as 720 Credits upfront. Subscription Credits expire under their applicable grant cadence and do not ordinarily roll over. **Separately purchased Credits do not expire solely because time passes**, although they may be removed after a validated refund, reversal, fraud or error. Expiring Credits are normally spent before separately Purchased Credits. If the displayed offer differs or product terms are later lawfully revised, the applicable disclosed purchase terms and



Credits Policy control. No subscription or credit purchase entitles you to ignore feature-specific access requirements.

9.3. Billing Channel and Consumer Rights

Apple-billed subscriptions and in-app purchases are managed and refunded through Apple. Web purchases may be processed through Stripe or another named provider. Cancellation prevents future renewal but ordinarily does not undo past charges; refund and statutory withdrawal eligibility are separate questions. No policy eliminates mandatory consumer remedies for missing or non-conforming digital services, or an applicable statutory withdrawal right. We will present recurring price, term, renewal and cancellation information at checkout as required by law.

10. Privacy, Deletion and Account Closure

If your account was created through Verba or automatically associated with a purchase, an accessible means of initiating complete account deletion will be offered as required by the App Store. Disconnecting Instagram/TikTok or deleting imported platform data is not identical to deleting a Verba account. Deleting the account is also not a substitute for separately cancelling an Apple subscription or another recurring payment, which may continue until cancelled using the applicable billing channel.

Our Privacy Policy explains how we process account, billing, device, media and connected-platform information; legal bases; recipients; international transfers; security; retention; and your rights. A user can request access, correction or deletion through the settings and channels identified there. We provide a way to initiate deletion of the Verba account and its associated information, except records we must lawfully preserve. Account deletion may be irreversible and does **not** automatically terminate an Apple-managed subscription or another billing agreement; follow the relevant cancellation steps first or in parallel.

11. Intellectual Property and Reports of Infringement

Verba and its licensors retain all intellectual property rights in the Service. You may not use our marks, logo or brand assets in ways that imply endorsement without authorization. If you believe material hosted or made available by Verba infringes your rights, please email admin@verba.digital with your name and contact details, the work or right at issue, identification of the allegedly infringing material, the reasons for your claim, and a good-faith statement of accuracy. We may remove or restrict infringing materials and take appropriate steps against repeat infringers.

12. Customer Support, Feedback and Changes

You can contact admin@verba.digital for product and legal enquiries and privacy@verba.digital for data requests. If you provide suggestions or feedback, you allow us to use them for improving the Service without compensation, but this does not authorize using your private connected-account data for unrelated training or advertising.

We may update features or these Terms to reflect product changes, safety, legal requirements or platform restrictions. If a change materially affects your contractual rights, we will provide notice where required and applicable options, including cancellation where law requires. Changes will not retroactively remove non-waivable consumer rights.



13. Suspension, Termination and Service Availability

We may restrict or suspend access for security risks, suspected fraud, serious policy violations, unresolved payment failure, legal obligations or platform restrictions, acting proportionately where required. You may stop using Verba at any time. After account termination, relevant provisions concerning ownership, payments due, lawful data retention, liability, dispute resolution and licenses for already exported materials may survive as necessary.

The Service may be interrupted by updates, outages, third-party failures or maintenance. We do not guarantee uninterrupted access or that all models, integrations or features will be available indefinitely. If a paid feature materially fails to conform to your applicable consumer rights, remedies may be available under the Refund & Cancellation Policy and governing law.

13.1. Intellectual Property and Music Rights Nuances

Outputs can resemble third-party works, including music, lyrics, voices and images. You must secure necessary licenses and permissions for submitted inputs and high-risk downstream uses. Music supplied from the Verba Music Library and music generated using AI have different licensing and clearance characteristics as described above. Library permissions do not transfer ownership of the music to you; AI outputs do not guarantee that another party's intellectual property, personality or publicity rights will not be implicated.

13.2. Complaints, Takedowns and Repeat Misuse

If you claim material available through Verba infringes your rights, email admin@verba.digital with identification of the content, grounds, rights ownership and a reliable contact method. We may remove or restrict access while reviewing a sufficiently substantiated claim. Repeated misuse, fraudulent refund attempts or breaches of platform/API terms may lead to proportionate account limitations, subject to law. This process does not replace any formal notice system required by applicable law.

14. Warranties and Liability

To the maximum extent permitted by law, Verba is provided on an “as is” and “as available” basis without additional warranties. We do not warrant that any output is error-free, unique, rights-cleared, suitable for regulated or high-risk applications, or effective at improving social media performance.

To the maximum extent permitted by law, Verba is not liable for indirect, incidental, special, exemplary or consequential loss, including lost profits, reputation or anticipated audience growth. To that same extent, aggregate liability arising from the Service will not exceed the amounts paid to Verba for the Service in the **three months** before the event giving rise to the claim. This limit does not apply where prohibited by law, including non-waivable consumer protections or liability that cannot lawfully be excluded. Nothing here removes any statutory conformity, refund, privacy or data protection rights.

To the extent legally permitted, you agree to indemnify Verba for third-party claims arising from your unlawful content, unauthorized materials, breach of these Terms or infringement of third-party rights; this does not apply to claims caused by Verba's own misconduct or in ways contrary to mandatory consumer law.



15. Governing Law and Disputes

These Terms are governed by Delaware law, excluding conflict-of-laws principles, **except to the extent mandatory consumer protections in your place of residence apply**. Before formal action, you may contact us to seek an informal solution. Subject to mandatory law, disputes may be brought in Delaware state or federal courts. If your jurisdiction grants consumers a right to bring proceedings elsewhere, those rights are preserved. Any limitations on representative or collective proceedings apply only where legally enforceable.

15.1. Consumer Protections and Fair Interpretation

Mandatory rights available where you ordinarily reside are not displaced merely because our company is incorporated in Delaware or these Terms select a forum. Rights that cannot lawfully be waived, including applicable consumer withdrawal, digital-content conformity and statutory warranty remedies, prevail over inconsistent contractual restrictions. Nothing restricts your ability to communicate with a regulator, exercise privacy rights or pursue lawful payment disputes.

15.2. Changes and Existing Purchases

We may update Terms for new features, security and legal compliance. Changes apply prospectively unless law permits otherwise. We will give additional advance notice and choice where required for material changes affecting an ongoing subscription or service. We will not retroactively convert non-expiring Purchased Credits into time-limited Credits merely by revising general terms. For material changes in ongoing paid functionality, we will provide any legal remedies required under the applicable jurisdiction.

16. Apple App Store Provisions

For an iOS app downloaded from Apple, these Terms are between you and Verba, not Apple. Apple has no obligation to furnish maintenance or support. Verba is responsible for the app and applicable claims regarding it, to the extent required by law. Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce the relevant provisions. Your use of the app must follow the Apple Media Services Terms and applicable usage rules. You represent that you are not on a relevant U.S. restricted-party list or otherwise prohibited from using the Service under applicable sanctions laws.

16.1. Allocation of Responsibility

These Terms are entered into by you and Verba, not Apple. Verba, rather than Apple, is responsible for the application, maintenance and support commitments, claims concerning product liability, legal compliance, consumer protection, and allegations of intellectual-property infringement, in each case to the extent applicable law requires. Apple is not obliged to provide maintenance or support or warranties for Verba. If the iOS app fails to conform to an applicable warranty, any Apple remedy is subject to Apple's refund process; further enforceable warranty claims remain with Verba to the extent required by law.

16.2. iOS License, Third-Party Terms and Restricted Parties

Your iOS app license is a limited, non-transferable license on Apple-branded devices you own or control, within the Apple Media Services Terms, applicable Usage Rules and Family Sharing provisions where relevant. You must comply with other applicable platform and third-party service



terms. You represent that your use is not prohibited by applicable U.S. embargo, trade-sanctions or restricted-party rules. Apple and its subsidiaries are intended third-party beneficiaries solely to the extent required by Apple's standard licensed-application terms.

17. General

Relationship between policies. These Terms govern general use of the Service. Subscription Terms govern recurring purchases; the Refund & Cancellation Policy governs refund requests and statutory withdrawal procedures; the Credits Policy governs grants, deduction, expiration and treatment of Credits; the Privacy Policy governs processing of personal information; and the Social Account Connections & Data Deletion notice explains social data request procedures. Where two documents address the same issue, the more specific document applies, subject to applicable mandatory consumer, privacy and platform laws. No document expands any rights to use Meta or TikTok data beyond their applicable terms.

If a provision is unenforceable, the rest remains effective to the extent lawful. Failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may transfer them with the Service or a corporate transaction, subject to applicable consumer and privacy requirements. These Terms and the incorporated policies, together with disclosures shown at purchase, form the agreement applicable to the Service; transaction-specific checkout disclosures control the price and plan actually purchased, unless mandatory law requires otherwise.

Contact: Verba Creative Inc. | admin@verba.digital | <https://verba.digital>