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易魔声用户协议

欢迎您使用易魔声产品及服务！本协议由易魔声提供者网易有道信息技术（北京）有限公司及其关联公司（以下简称“有道”，“我们”）与您（“用户”）订立，约束您对易魔声相关服务（以下简称“本服务”或“易魔声服务”）的使用。

使用本服务即表示您通过电子方式确认本协议内容，同意本协议约束。我们特别提醒您在使用本服务之前认真阅读（未满 18 周岁的未成年人应在法定监护人陪同下阅读）、充分理解本协议的全部条款，尤其是**服务使用规范、免责声明、法律适用和管辖等加粗显示的条款**。

[如对本协议内容有任何疑问、意见或建议，您可通过发送邮件至【\[sunyg@rd.netease.com\]\(mailto:sunyg@rd.netease.com\)，\[wanghx04@rd.netease.com\]\(mailto:wanghx04@rd.netease.com\)】与我们联系。](#)

第 1 条 定义

1.1 用户：指使用易魔声服务的所有自然人或法人。本协议中可称为“用户”或“您”。为避免疑义，易魔声生态合作伙伴使用本服务的，也属于本协议下的“用户”，需遵守本协议约定。

1.2 易魔声：指有道依托语音合成的技术推出的生成类人工智能语音合成产品。

1.3 输入：指用户为使用本服务在对话框进行的文本输入。

1.4 输出：指本服务根据用户输入而相应输出同样内容的音频内容。

第 2 条 服务介绍

2.1 易魔声依托语音合成技术，提供人工智能语音合成服务。用户需在对话框输入文本信息，易魔声会基于用户输入输出相同的音频作为响应。

2.2 您在使用本服务中由第三方（比如通过插件、链接等）提供的产品或服务时，请遵守第三方公布的用户协议、使用规则、隐私政策等法律文件，在法律法规允许的范围内，我们无法对第三方产品及任何内容负责。

第 3 条 账号

3.1 本服务发布在第三方网站 Github 社区，为访问本服务，您需要登录第三方网站（<https://github.com>）获取并下载本服务在本地进行使用。您在登陆第三方网站时，请遵守第三方公布的用户协议、使用规则、隐私政策等法律文件，在法律法规允许的范围内，我们无法对第三方产品及任何内容负责。

3.2 本服务主要面向成人。如果您未满 18 周岁，请在法定监护人陪同下阅读本协议，并在征得法定监护人的同意后使用本服务。有道充分理解保护未成年人的重要性，并会根据法律法规的要求及行业主流实践采取相应的保护措施。与此同时，请监护人合理引导和约束未成年人用户对本服务的使用，共同营造良好网络环境，帮助未成年人养成良好上网习惯，避免过度依赖或者沉迷本服务。

第 4 条 服务使用规范

4.1 基于您对本服务的使用，有道基于 **Apache2.0** 开源协议向您授权使用。

4.2 有道提示您，作为本服务的使用者，您在使用上述服务时应积极承担信息安全义务。您承诺不对本服务采取以下行为：

4.2.1 通过输入，诱导生成违反相关法律法规的输出，包括但不限于：

- (1) 反对宪法所确定的基本原则。
- (2) 危害国家安全，泄露国家秘密，颠覆国家政权，推翻社会主义制度，破坏国家统一。
- (3) 损害国家荣誉和利益。
- (4) 煽动民族仇恨、民族歧视，破坏民族团结。
- (5) 侮辱、滥用英烈形象，否定英烈事迹，美化粉饰侵略战争行为的。
- (6) 破坏国家宗教政策，宣扬邪教和封建迷信。
- (7) 散布谣言、虚假有害信息，扰乱社会秩序，破坏社会稳定。
- (8) 宣扬淫秽、色情、赌博、暴力、凶杀、恐怖主义、极端主义或者教唆犯罪。
- (9) 煽动非法集会、结社、游行、示威、聚众扰乱社会秩序。
- (10) 诽谤他人，泄露他人隐私，侵害他人名誉权、肖像权、隐私权、知识产权和其他合法权益。
- (11) 破坏国际关系以及国际和平稳定。
- (12) 含有法律、行政法规禁止的其他内容的信息。

4.2.2 通过输入，诱导生成不友善对话的输出，包括但不限于：

- (1) 人身攻击及辱骂他人。
- (2) 针对以下群体发表诅咒、歧视、漠视生命尊严等性质的言论，群体包括：不同特定国籍、地域、性别、性别认同、性倾向、种族、民族、健康状况、职业、年龄、信仰、残障群体等。
- (3) 对他人进行诅咒、恐吓或威胁。

(4)对其他用户创作的内容直接进行贬低性的评论。

(5)对其他用户使用粗俗用语，并产生了冒犯。

(6)针对以下群体发表偏见性质的言论，群体包括：特定国籍、地域、性别、性别认同、性倾向、种族、民族、健康状况、职业、年龄、信仰、残障群体等。

第 5 条 知识产权和其他权利

5.1 有道为本服务的开发、运营主体，并对本服务的开发和运营等过程中产生的所有数据、信息、输出等享有法律法规允许范围内的全部权利，但相关权利人依照法律规定应享有权利的除外。

5.2 有道在本服务中提供的内容（包括但不限于软件、技术、程序、代码、用户界面、网页、文字、图片、图像、音频、视频、图表、版面设计、商标、电子文档等）的知识产权（包括但不限于著作权、商标权、专利权和其他知识产权）属于有道所有，但相关权利人依照法律规定应享有权利的除外。

5.3 您理解并承诺，您在使用本服务时的输入不侵犯任何人的知识产权、肖像权、名誉权、荣誉权、姓名权、隐私权、个人信息权益等合法权益，不涉及任何国家秘密、商业秘密、重要数据或其他可能会对国家安全或者公共利益造成不利影响的数据，否则由此产生的侵权风险和责任由您承担。有道由此遭受的全部直接和间接损失（包括但不限于经济、商誉、维权支出、律师费等损失）也同样由您承担。

第 6 条 个人信息保护

6.1 有道非常重视对用户个人信息的保护，本服务不需要您额外注册登录，本地下载后即可使用。易魔声所使用的训练数据均为开源数据以及有道内部训练数据，未经您的同意，有道不会获取您的任何个人信息以及使用数据。

第 7 条 商务合作

7.1 有道免费向您提供本服务。若您需要额外进行商业合作，可与有道进行联系，联系方式：

联系电话：010-8255-8901

商务合作：Alcloud_Business@corp.youdao.com

第 8 条 违约责任

8.1 因用户违反相关法律法规或本协议约定导致的任何后果，均由用户独立承担责任、赔偿损失，与有道无关。若因用户使用本服务的行为给有道或与有道公司合作的其他单位面临任何投诉、举报、质询、索赔、诉讼，或者使有道公司或者与有道公司合作的其他单位因此遭受任何名誉、声誉或者财产上的损失，您应积极地采取一切可能采取的措施，以保

证有道公司及与有道公司合作的其他单位免受上述索赔、诉讼的影响。同时您对有道公司及与有道公司合作的其他单位因此遭受的直接及间接经济损失负有全部的损害赔偿赔偿责任。

第 9 条 通知和送达

9.1 如您在使用本产品的过程中对本用户服务协议有任何疑问或建议，请通过以下联系方式与我们联系：

电子邮箱：【sunyq@rd.netease.com，wanghx04@rd.netease.com】

第 10 条 免责声明

10.1 有道致力于提供安全、稳定、持续的服务，保障用户正常使用，但有道仅以“现状”、“当前功能”的状态提供本服务。有道不承担除法律有明确规定外的其他责任。

10.2 人工智能和机器学习是快速发展的研究领域，有道也在不断努力改进本服务，使其更加准确、可靠、安全、可信。但限于技术特性，有道在尽到合理努力的前提下，仍无法完全保证您通过本服务获得的输出的合法性、真实性、准确性以及完整性。您应对本服务中的输出自行加以判断，并承担因使用内容引起的所有风险。我们提示您，除法律有明确规定外，有道无法也不会对前述风险而导致的任何损失或损害承担责任。

第 11 条 法律适用和管辖

11.1 本协议的订立、执行和解释及争议的解决均应适用中华人民共和国大陆地区法律。

11.2 本协议的签订、履行或解释发生争议，双方应努力友好协商解决。如协商不成，任何一方均有权向北京市海淀区有管辖权的法院起诉。

11.3 如您在中国大陆以外（特别是欧盟）地区使用本服务，请您严格遵守当地法律的规定，有道不承担因此而产生的任何责任。

第 12 条 本协议的更新与终止

12.1 您对本协议的接受包括接受我们对本协议任何条款随时所做的任何修改。一旦公布即代替原协议条款，请您自行在 **Github** 上的有道官方账号下查阅最新版协议条款。

网易有道信息技术（北京）有限公司

EmotiVoice User Agreement

Welcome to use EmotiVoice products and services! This Agreement is entered into by NetEase Youdao Information Technology (Beijing) Co., LTD., the provider of EmotiVoice, and its affiliates (hereinafter referred to as "Youdao", "We") and you (the "User"), to restrict your use of EmotiVoice related Services (hereinafter referred to as the "Service" or "EmotiVoice Service").

By using the Service, you electronically confirm the contents of this Agreement and agree to be bound by this Agreement. We especially remind you to read carefully before using the Service (minors under the age of 18 should be accompanied by a legal guardian to read), and to fully understand all the terms of this Agreement, **especially the service usage specifications, disclaimers, Governing Law and Jurisdiction of the terms shown in bold.**

If you have any questions, comments or suggestions about this Agreement, you may contact us by sending an email to [sunyq@rd.netease.com, wanghx04@rd.netease.com].

1 Definition

1.1 User: refers to all natural persons or entities who use EmotiVoice services. In this Agreement, it may be referred to as "User" or "You". For avoidance of doubt, EmotiVoice eco-partners who use the Service is also a "User" under this Agreement and shall comply with the provisions of this Agreement.

1.2 EmotiVoice: refers to a generative artificial intelligence speech synthesis product launched by Youdao relying on speech synthesis technology.

1.3 Input: refers to the text Input by the User in the dialog box to use the Service.

1.4 Output: refers to the audio content that the Service Outputs which is in accordance with the User Inputs.

2 Service Introduction

2.1 EmotiVoice provides artificial intelligence voice synthesis services based on speech synthesis technology. Users need to Input text messages in the

dialog box, and EmotiVoice will respond and Output the according audio content based on the User's Input.

2.2 When you use the products or services provided by third parties in the Service (such as plug-ins, links, etc.), please comply with legal documents such as User Agreement, usage rule, and privacy policy published by third parties. To the extent permitted by laws and regulations, we cannot be responsible for the products and any content of third parties.

3 Account

3.1 The Service is published on the third-party website Github community. In order to access the Service, you need to log in to the third-party website (<https://github.com>) to obtain and download the Service for local use. When you log in to the third-party website, please comply with the User Agreement, usage rule, privacy policy and other legal documents published by the third party, to the extent permitted by laws and regulations, we cannot be responsible for the third party products and any content.

3.2 The service is primarily aimed at adults. If you are under the age of 18, please read this Agreement with your legal guardian and use the Service with the consent of your legal guardian. Youdao fully understands the importance of protecting minors, and will take appropriate protection measures according to the requirements of laws and regulations and the mainstream practice of the industry. At the same time, the guardian is requested to reasonably guide and restrict the use of the Service by minor Users, jointly create a good network environment, help minors develop good Internet habits, and avoid excessive dependence on or addiction to the Service.

4 Service Usage Specifications

4.1 Based on your use of this service, Youdao authorizes you to use it based on the Apache2.0 open source agreement.

4.2 Youdao reminds you that as a User of this service, you should actively assume information security obligations when using the above services. You promise not to take the following actions with this service:

4.2.1 Induce the generation of Output that violates relevant laws and regulations through Input, including but not limited to:

(1) Opposing the basic principles established by the Constitution.

(2) Endangering national security, leaking state secrets, subverting state power, overthrowing the socialist system, and undermining national unity.

- (3) Damaging national honor and interests.
- (4) Inciting ethnic hatred and discrimination and undermining ethnic unity.
- (5) Insulting and abusing the image of heroes and martyrs, denying the deeds of heroes and martyrs, beautifying and whitewashing acts of war of aggression.
- (6) Undermining national religious policies and promoting cults and feudal superstitions.
- (7) Spreading rumors, false and harmful information, disrupting social order, and undermining social stability.
- (8) Promoting obscenity, pornography, gambling, violence, murder, terrorism, extremism or instigate crime.
- (9) Inciting illegal assembly, association, procession, demonstration, or gathering of people to disrupt social order.
- (10) Defaming others, leaking other people's privacy, and infringing other people's reputation rights, portrait rights, privacy rights, intellectual property rights and other legitimate rights and interests.
- (11) Undermining international relations and international peace and stability.
- (12) Producing information containing other content prohibited by laws and administrative regulations.

4.2.2 Inducing the Output of unfriendly dialogue through Input, including but not limited to:

- (1) Personal attacks and insults to others.
- (2) Making remarks of a nature such as cursing, discriminating, or disregarding the dignity of life against the following groups, including: different nationalities, regions, genders, gender identities, sexual orientations, races, ethnicities, health conditions, occupations, ages, beliefs, disabilities groups, etc.
- (3) Cursing, intimidating or threatening others.
- (4) Directly making derogatory comments on content created by other Users.
- (5) Using vulgar language towards other Users and causing offense.
- (6) Making prejudicial remarks against the following groups, including: specific nationality, region, gender, gender identity, sexual orientation, race, ethnicity, health status, occupation, age, belief, disability group, etc.

5 Intellectual Property and Other Rights

5.1 Youdao is the main developer and operator of the Service, and enjoys all the rights of all data, information and Output generated in the process of the development and operation of the Service, to the extent permitted by laws and regulations, except for the rights retained by the relevant right holders.

5.2 The intellectual property rights (including but not limited to copyrights, trademarks, patents and other intellectual property rights) of the content provided by Youdao in the Service (including but not limited to software, technology, programs, codes, User interfaces, web pages, text, pictures, images, audio, video, graphics, layout, trademarks, electronic documents, etc.) are owned by Youdao, except for the rights retained by the relevant right holders.

5.3 You understand and guarantee that your Input will not infringe anyone's intellectual property rights, portrait rights, reputation rights, honor rights, name rights, privacy rights, personal information rights and other legitimate rights and interests, and will not involve any state secrets, trade secrets, important data or other data that may adversely affect national security or public interests. Otherwise, the infringement risks and liabilities arising therefrom shall be borne by you. All direct and indirect losses suffered by Youdao (including but not limited to losses of economy, goodwill, rights protection expenses, attorney fees, etc.) shall also be borne by you.

6 Protection of Personal Information

6.1 Youdao attaches great importance to the protection of Users' personal information. This service does not require you to register and/or log in. Once downloaded locally, you can use it immediately. The training data used by EmotiVoice are all open source data and internal training data of Youdao. Without your consent, Youdao will not obtain any of your personal information and/or usage data.

7 Business Collaboration

7.1 Youdao provides this service to you for free. If you need additional business cooperation, you can contact Youdao with the following contact information:

Contact number: 010-8255-8901

Business cooperation: Alcloud_Business@corp.youdao.com

8 Liability for Breach of Contract

8.1 In the event of the User's breach of relevant laws, regulations, or the provisions stated in this Agreement, the User shall independently bear all consequences and shall be solely responsible for compensating any resulting losses. As a result, Youdao shall be completely exempted from any liability or obligation in this regard. If the User's utilization of this service leads to any complaints, reports, inquiries, claims, or legal proceedings against Youdao or any other entities collaborating with Youdao, or causes any reputational, financial, or material losses to Youdao or its collaborating entities, the User shall actively take all possible actions to ensure that Youdao and its collaborating entities are not adversely affected by the aforementioned claims or legal actions. At the same time, you are responsible for all the direct and indirect economic losses suffered by Youdao and its collaborating entities.

9 Notice and Service

9.1 If you have any questions or suggestions about this User Service Agreement during the use of this product, please contact us through the following contact information:

Email: 【sunyq@rd.netease.com, wanghx04@rd.netease.com】

10 Disclaimer

10.1 Youdao is committed to providing safe, stable and continuous services to ensure the normal use of Users. However, Youdao only provides this service in its "as-is" and "current functionality" state. Youdao does not assume other responsibilities except those expressly provided for by law.

10.2 Artificial Intelligence and machine learning are rapidly developing research fields, and Youdao is constantly working to improve the Service to make it more accurate, reliable, secure and trustworthy. However, due to the technical characteristics, Youdao cannot fully guarantee the legality, authenticity, accuracy and completeness of the Output you obtain through the Service under the premise of making reasonable efforts. You shall exercise your own judgment on the Output of the Service and bear all risks arising from your use of the Content.

We remind you that, except as expressly provided by law, Youdao cannot and will not be liable for any loss or damage resulting from such risks.

11 Governing Law and Jurisdiction

11.1 The execution, performance and interpretation of this Agreement and the settlement of disputes shall be governed by the laws of the mainland of the People's Republic of China.

11.2 In case of any dispute arising from the execution, performance or interpretation of this Agreement, both parties shall put efforts to settle it through friendly negotiation. If the negotiation fails, either party has the right to file a lawsuit with the court with jurisdiction in Haidian District, Beijing.

11.3 When utilizing this service outside of mainland China (especially in the European Union), it is essential to observe and comply with the legal regulations of the respective jurisdiction. Youdao disclaims any liability arising from any violations thereof.

12 Renewal and Termination of this Agreement

12.1 Your acceptance of this Agreement includes acceptance of any change we may make to any provision of this Agreement from time to time. **Once published, it will replace the original agreement terms, please check the latest version of the agreement terms under Youdao's official account on the Github.**

NetEase Youdao Information Technology (Beijing) Co. LTD