

Terms of Use

Painter AI

Please consider reading these Terms of Use - “Terms”, “Terms and Conditions” carefully before using the Application Services of Painter AI “Service”, “us”, “we”, or “our”. Statements below are referred to users - “you”, “your”.

If you start your use of the app, it means you agreed with all rules and statements below.

If you don't agree with any of the rules below, you are not supposed to use the Service.

In case some of the statements and rules remain for you not clear of something you don't agree with, please consider contacting us at: ai.software@yahoo.com

Commitment and general usage rules

Service is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason.

You're not allowed to copy, or modify the app, any part of the app, or our trademarks in any way. The app and all the trade marks, copyright, database rights and other intellectual property rights related to it, still belong to the developer of the app and its team.

Subscription fee and changes in price

We reserve permanent right to, at any time, modify and change (increase or decrease) the usage fees. Any usage fee change will become effective at the end of the current billing period. We don't take any responsibility for notifying you about the change of price personally, the price in the moment of change will be changed automatically in your subscription management settings and in your application (on paywalls).

Trial periods

While using the Service you will be offered to subscribe with included trial days, within which you will be allowed to use paid functions for free.

Note that after the period of trial is over, you might be charged automatically for renewal in monthly subscription tariff.

The Service does not take any responsibility and does not have an obligation to refund money charged automatically, it's your obligation to control subscriptions.

We permanently reserve the right to change, remove or add any trial tariffs as well as any rules that are attached to tariffs.

Refunds and cancellation

Service and team behind the service does not take any actions directly to pursue any refunds, all refunds and cancellations are taking by your phone application store provider. However, if you have any problems with attempting to refunds, team takes its responsibility to help you and navigate in finding way to refund your money.

Other responsibilities

You should be aware that there are certain things that Service will not take responsibility for certain functions of the app will require the app to have an active internet connection.

Service does not take any responsibility for the use of content externally, in case the use of content taken from Service causes any types problem to you, your relatives, family, friends or any people, Service remains not involved in it.

It's reserved to be your responsibility for sharing and creating any content inside Service, in case we find your action harmful, abusing, spamming or provocative, we may take extra actions to prevent you from doing it.

Changes to current Terms of Use

We reserve the right to modify these Terms with any frequency we consider needed.

If you continue to use the Application after reading Terms, then you have accepted the changes to these Terms.

Contacts & Feedback

In case you have any questions or arguments about current Terms of use, we would be pleased to discuss it with you via our support email:

ai.software@yahoo.com

Privacy Policy

Painter AI

This Privacy Policy - "Privacy Policy" is designed to provide transparency into privacy practices and principles that are put in place for Painter AI application and its team - "Service", "We", "Us", "Our" when we collect and use the personal data of our users - "you", "your" of our applications, in a format that you can navigate, read, and understand

In case of any questions, please consider contacting us at: ai.software@yahoo.com

Information we collect

- Personal Information Provided by You. Including: names; email addresses; contact or authentication; data; contact preferences; usernames; and other similar information. Payment Data. We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument
- Non-personally identifiable information, such as certain profile information. In addition, we may collect and store information about your and others' usage of and interaction with the Service.
- We may also collect and gather user contents (e.g., photos, screenshots, comments, and other materials) that you create on the Service. Your photo can be taken by other users on our services, and If they use the capturing function provided by us, those photos can be stored and used for our services and 3rd party's service.

We permanently reserve the right to stop, remove, correct or prohibit spread of our content if the use of it stands against the interests of Service or considers commercial use of it. If you do not agree with all the terms of this Privacy Policy, please do not use the Service.

Sharing information

We permanently reserve the right to share all collected personal, non-personal information with any third-party individual or a company we consider to be useful for Type AI. Third-party might be:

- Any business, advertising, promoting, banking, analytical partner or a stakeholder
- Potential buyer or acquirer of the Service
- Newspaper or internet-posing resource

- Any interested individual or a company that, in the collective opinion of the Service is necessary to share information with

How we use information

Ways, in which collected users' information is or will be used may be referred to any commercial or non-commercial interests of the Service, such as:

- To verify your identity;
- To share your Profile with others on the Service;
- To show you the names of persons you communicate with and to show your name to persons you communicate with on the Service;
- To deliver to you any administrative notices, alerts and communications relevant to your use of the Service;
- To provide you with relevant content that you requested, using information that you allow us to collect from you or that you provide to a social media provider with which your account is connected, such as information regarding your and your contacts' respective locations;
- For any internal operations
- To protect and defend our rights or property
- In connection with a corporate transaction involving us, such as the purchase or sale of a business unit, an acquisition, merger, sale of assets, or other similar event.

Changes and updates

We permanently reserve the right to update or change any states of the current Privacy Policy in any way, which corresponds to the interests of the Service and to your privacy security with any frequency we consider to be effective.

We may update you on changes of Privacy Policy note using any possible ways (inc. e-mail, application push-ups, App-Store updates etc.)

Contact us

You can contact our support team about current Privacy Policy note or future updates at our Support email:

ai.software@yahoo.com

End-user license agreement

Painter AI

Payment & Unlocking Premium Features / getting a licences

The basic version of Painter AI is available for free. To access further features users can subscribe to Painter AI within the app and pay via an auto-renewing subscription from Apple's iTunes store. Painter AI's premium features are purchased online or via Apple's iTunes store.

- Payment will be charged to iTunes Account at confirmation of purchase
- Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period
- Account will be charged for renewal within 24-hours prior to the end of the current period at the price of subscription noted below

Renewals and cancellations

Your subscription renews itself automatically at the end of the subscription period. If you do not want your card to be charged you must turn off auto-renew at least 24-hours before the end of the free trial period. Otherwise, you will be responsible for payment for the full term of the subscription period.

You can modify or cancel your subscription at any time by signing in to your Apple ID account on your iOS device.

Refunds

Your payment is managed by Apple via iTunes and you will need to contact Apple customer service for refunds, as we are not able to process refunds ourselves.

Pricing changes

We may change the pricing plan in accordance with policy we consider to be appropriate. In this case we may inform you in different ways, using e-mail, push-notification or in AppStore app description. We accept no responsibility for any losses you may incur by failing to change your subscription after we have informed you of any changes to the pricing plan.

Content Policy & Restricted Use / Cancelation of the liabilities

The images generated by this app are generated using artificial intelligence algorithms, of which we have no control on the output. There is a chance that images that you generate can infringe on the copyright, trademark, or intellectual property of a third party.

By using this app, you agree that it is your legal responsibility to make sure that you do not use any artwork in any manner that violates the copyright, trademark, or intellectual property of a third party. You acknowledge that we will not be liable for any claims regarding copyright as you agree that it your responsibility to determine if the images you have generated violate any copyright and for seeking appropriate permission from copyright holders to use the images in any manner.

If any users are found to violate these terms, they may be banned from using the service. You are responsible for all of your activity in connection with this app. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the app.

You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual

property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, degrading, intimidating, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any employee or representative of Company; (v) restricts or inhibits any other user from using and enjoying the Services or Content; (vi) relate to products that are sexual or pornographic in nature, alcoholic products, tobacco products or other products that are unlawful in any manner; or (vii) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. We reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

Further you will only use images generated with this app as per the terms agreed upon by you and any potential copyright owners.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any page of the Website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ANY CONTENT YOU SUBMIT, CONTRIBUTE, SHARE OR OTHERWISE CAUSE TO BE TRANSMITTED THROUGH THE SERVICES, AND YOU, NOT THE COMPANY, HAVE FULL RESPONSIBILITY FOR SUCH CONTENT, INCLUDING ITS LEGALITY, RELIABILITY, ACCURACY AND APPROPRIATENESS.

WE ARE NOT RESPONSIBLE, OR LIABLE TO YOU OR ANY THIRD PARTY, FOR THE CONTENT OR ACCURACY OF ANY USER CONTRIBUTIONS PROVIDED BY YOU OR ANY OTHER USER OF THE SERVICES, INCLUDING THE ARTIST AI APP..

Usage Notices

This app is intended for entertainment & research purposes only. Excluded uses are described below.

Misuse, Malicious Use, and Out-of-Scope Use

This app not be used to intentionally create or disseminate images that create hostile or alienating environments for people. This includes generating images that people would foreseeably find disturbing, distressing, or offensive; or content that propagates historical or current stereotypes.

Out-of-Scope Use

The models used to generate images were not trained to be factual or true representations of people or events, and therefore using the model to generate such content is out-of-scope for the abilities of this mobile app.

Misuse and Malicious Use

Using the app to generate content that is cruel to individuals is a misuse of this model. This includes, but is not limited to:

Generating demeaning, dehumanizing, or otherwise harmful representations of people or their environments, cultures, religions, etc.

Intentionally promoting or propagating discriminatory content or harmful stereotypes.

Impersonating individuals without their consent.

Sexual content

Mis- and disinformation

Representations of egregious violence and gore

Sharing of copyrighted or licensed material in violation of its terms of use.

Sharing content that is an alteration of copyrighted or licensed material in violation of its terms of use.

Notice about Bias

While the capabilities of image generation models are impressive, they can also reinforce or exacerbate social biases. The ML models used in the app were primarily trained on images that are limited to English descriptions. Texts and images from communities and cultures that use other languages are likely to be insufficiently accounted for. This affects the overall output of the model, as white and western cultures are often set as the default. Further, the ability of the model to generate

content with non-English prompts is significantly worse than with English-language prompts. The image generation models mirror and exacerbate biases to such a degree that viewer discretion must be advised irrespective of the input or its intent.

Limitations Of Liability

You expressly understand and agree that we and our affiliates, officers, employees, agents, partners, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use our Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from or as a result of our Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on our Services; or (v) any other matter relating to us or our Services. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in this paragraph may not apply to you.

We are not liable for anything that happens to you that somehow may be connected to your use of our Services. If you use our Services in a way that causes us to be included in litigation, you agree to pay all legal fees and costs we incur.

You further agree and understand that we have no liability for the loss of any information you may chose to store in your Instagram account used to register for our Services or that you transmit or cause to be transmitted through use of the app, in the event your computer or mobile device is sold, lost or stolen.

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Services.

Service content and third party links

We only provide service content, including but not limited to service content, for educational, entertainment and/or promotional purposes only. You may not rely on any information and opinions expressed by us through any service for any other purpose. In all cases, you are responsible for assessing the accuracy, timeliness, completeness or usefulness of any Service Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any of the Services.

In many cases, the content of the service will include content posted by third parties or opinions and judgments on behalf of third parties. We do not endorse, guarantee and assume no responsibility for the accuracy, timeliness, completeness or statement of any opinions, suggestions or statements provided by our authorized employees or spokespersons in their official capacity.

Contact

You can contact our support team about current End-user license agreement note or future updates at our Support email:

ai.software@yahoo.com