Terms & Conditions

These Terms and Conditions describe the rights and responsibilities of both you and Adam Parker ("Service Provider") in relation to the Artflow: AI Image & Video Lab mobile application and related services ("Application").

Your access to and use of the Application is conditioned on your acceptance of and compliance with these Terms. By using the Application, you confirm that you are bound by them.

Changes to These Terms and Conditions

These Terms may be revised from time to time. When changes are made, the updated Terms are posted with a new effective date. You should review the Terms periodically. Using the Application after updates are posted means you accept the revised Terms.

Prior versions are available on request from jacksmitgrog661@outlook.com.

Effective as of 2026-08-24.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the jurisdiction in which the Service Provider is established, without regard to its conflict of law provisions, save to the extent that mandatory applicable consumer protection laws of your country of residence dictate otherwise.

Any dispute, claim, or controversy arising out of or relating to these Terms, the Application, or the breach, termination, enforcement, interpretation, or validity thereof, shall be submitted to and exclusively resolved by the courts of competent jurisdiction under applicable law. Nothing in this clause is intended to limit any right you may have to initiate proceedings before any court that has mandatory jurisdiction over the matter.

Indemnification

If your actions — including breaching these Terms or misusing the Application — result in claims against the Service Provider, you agree to be responsible for the costs of those claims. This includes the legal fees and damages incurred by the Service Provider, its affiliates, officers, employees, and agents.

This obligation does not apply to claims caused by the Service Provider's own wrongdoing. Applicable law in your jurisdiction may limit the extent of this obligation.

Regarding updates: you may need to download updates to continue using the Application. The Service Provider cannot guarantee ongoing compatibility with all devices. The Service Provider

may also discontinue the Application at any time; if so, you must stop using it and delete all copies.

License to use the Application

Subject to your compliance with these Terms, the Service Provider grants you a limited, non-exclusive, non-transferable, revocable license to install and use the Application on a mobile device for personal or internal business purposes. You may not reproduce, distribute, modify, create derivative works from, reverse engineer, decompile, or disassemble the Application, except as and only to the extent that such activity is expressly permitted by applicable law.

Intellectual Property

The Service Provider is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Application and all associated intellectual property, including without limitation source code, interface design, trademarks, service marks, trade names, logos, and branding elements (collectively, the "IP").

No provision of these Terms shall be construed as transferring, assigning, or otherwise conveying any intellectual property rights to you. You hereby undertake not to remove, alter, or obscure any copyright notice, trademark, or other proprietary marking contained in or displayed by the Application.

Termination

Termination for curable breach:
• The Service Provider issues written notice of breach
• You have 14 days to remedy the breach from receipt of notice
• Failure to remedy results in termination of access

Immediate termination (without notice) for:
• Violation of applicable law
• Infringement of intellectual property rights
• Activity harmful to users or the Service Provider

Upon termination:
• Your right to use the Application ends immediately
• You must delete all copies from your devices

Eligibility requirement: you must be at least 16 years of age and legally permitted to use the Application in your jurisdiction.

User-Generated Content and Acceptable Use

The following rules apply to any content you submit through the Application.

You agree not to submit content that is illegal, infringes intellectual property, is abusive or harmful, constitutes hate speech, is spam or malware, violates others' privacy, is deliberately misleading, or contains inappropriate explicit material.

The Service Provider has the right to review, remove, restrict, or moderate content that violates these rules, and to suspend or terminate accounts of repeat offenders. The Service Provider will cooperate with law enforcement where required.

By submitting content, you grant the Service Provider a non-exclusive, royalty-free, worldwide licence to use and display that content within the Application. You represent that you hold all necessary rights to the content.

Additional terms: the Service Provider may update the Application and introduce fees (with advance notice). The app may require internet connectivity. You are responsible for any data charges incurred, including roaming. Do not jailbreak your device, as it may compromise functionality and security. Your statutory rights remain unaffected.

Entire Agreement

These Terms and Conditions and the Privacy Policy together make up the full and complete agreement between you and the Service Provider about how you can use the Application. They replace anything that was agreed or discussed before.

Severability

If any provision of these Terms and Conditions is declared invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be severed or reformed only to the minimum extent necessary to render it valid, enforceable, and consistent with the original intent of the parties. The remaining provisions of these Terms shall continue in full force and effect and shall not be invalidated or impaired thereby.

Artificial Intelligence

The Application uses AI-powered technologies to deliver certain features. When you use these features, AI systems may process your inputs and data to generate outputs or personalised experiences. The Service Provider is committed to responsible AI use and ensures that all AI functionality operates in accordance with applicable laws.

DSA Compliance (Digital Services Act)

If the Application is an intermediary service as defined under the Digital Services Act (Regulation (EU) 2022/2065, "DSA"), the following provisions apply in addition to the terms above.

Point of Contact: The Service Provider maintains a single point of contact for direct communication with EU authorities and recipients of the service, reachable at jacksmitgrog661@outlook.com. Where the Service Provider is established outside the European Union, a legal representative in the EU has been designated in accordance with Article 13 of the DSA.

Content Moderation and Statement of Reasons: When the Service Provider restricts access to content, suspends or terminates an account, or otherwise limits the availability of the Application's features, a clear and specific statement of reasons will be provided to the affected user. The statement will include the nature of the restriction, the legal or contractual basis for the decision, and information on available redress mechanisms, in accordance with Article 17 of the DSA.

Notice and Action: Users and third parties may submit notices of allegedly illegal content through the contact details provided in these Terms. The Service Provider will process notices promptly, diligently, and without automated decision-making where the circumstances require human review. Notices will be acknowledged electronically and a decision communicated without undue delay, in accordance with Article 16 of the DSA.

Out-of-Court Dispute Settlement: Disputes regarding content moderation decisions, including decisions to restrict content or suspend accounts, may be submitted to an out-of-court dispute settlement body certified in accordance with Article 21 of the DSA. The Service Provider will engage with such bodies in good faith. Use of out-of-court dispute settlement does not affect your right to seek judicial remedy under applicable law.

Transparency Reporting: The Service Provider publishes periodic transparency reports covering content moderation activities, including the volume of notices received, actions taken, and automated means used, in accordance with Article 24 of the DSA. Reports are made available upon request at jacksmitgrog661@outlook.com.

These DSA provisions apply to the extent that the Application qualifies as an intermediary service under the DSA and do not replace or limit any rights or obligations under applicable consumer protection or data protection law.

Limitation of Liability

What the Service Provider is NOT liable for:
• Indirect, incidental, special, consequential, or punitive damages
• Loss of profits, data, or revenue
• Business interruption

(even if the Service Provider was warned these might occur)

What the Service Provider IS fully liable for:
• Death or personal injury caused by its negligence
• Fraud or fraudulent misrepresentation
• Liability that cannot be excluded under applicable law

Cap on liability: the maximum the Service Provider owes you is the amount you paid in the 12 months before your claim. If the Application is free, the limit is the minimum allowed by law.

No liability for third-party content: the Service Provider is not responsible for loss caused by inaccurate or misleading third-party information in the Application.

Contact Us

For any questions or feedback regarding these Terms and Conditions, please contact the Service Provider at jacksmitgrog661@outlook.com.