

Terms of Use
for the Picture Mushroom Identifier:AI Application
Last updated: May 1, 2026

1. Introduction

These Terms of Use govern access to and use of the Picture Mushroom Identifier:AI mobile application (the “Application”).

The developer and rights holder of the Application is PE Timofei Savin (hereinafter referred to as the “Developer”, “we”, “us”).

The Application allows the user to identify mushrooms from photographs and to receive reference information and responses generated using artificial intelligence technologies, which may contain inaccuracies or errors and do not constitute medical, nutritional, legal, or other professional advice.

By using the Application, including installing, launching, viewing content, or submitting photographs or messages, the user confirms that they have read these Terms, understand their content, and agree to comply with them in full. If the user does not agree to these Terms, they must discontinue use of the Application.

Use of the Application is also governed by the Privacy Policy, which forms an integral part of these Terms.

We reserve the right to amend these Terms. The current version is available via a link in the Application. Continued use of the Application after changes have been made constitutes acceptance of the updated version.

2. Age Restrictions (18+)

The Application is intended for users over the age of 18.

If the user has not reached the age of 18, use of the Application is permitted only with the consent and under the supervision of a parent or legal guardian.

3. Purpose of the Application

The Picture Mushroom Identifier:AI Application is intended for identifying mushrooms based on user-provided photographs and for providing reference information about them.

The functionality of the Application includes determining the presumed species of a mushroom based on images, as well as displaying descriptions, characteristics, and other information generated on the basis of an internal database and artificial intelligence technologies.

The information provided in the Application is for informational and reference purposes only.

The Application is not a professional tool and does not replace consultation with specialists.

No information obtained through the Application, including recognition results, constitutes a sufficient or reliable basis and must not be used to make decisions related to the consumption of mushrooms, their collection, purchase, sale, or physical contact with them.

The user uses the Application at their own risk, and recognition results must not be used as a basis for any actions involving risks to health or safety.

4. Critical Disclaimer

The Picture Mushroom Identifier:AI Application is intended solely for informational and reference purposes.

Mushroom recognition, as well as any information displayed in the Application, is generated using artificial intelligence algorithms and technologies and may contain errors, inaccuracies, or

be incomplete. Recognition results are probabilistic in nature and do not guarantee correct identification of a mushroom species.

The Developer does not guarantee the accuracy, completeness, or reliability of any information provided in the Application.

The Application is not a medical, toxicological, mycological, or other professional tool and does not provide professional advice.

No information obtained through the Application, including recognition results and artificial intelligence responses, constitutes a sufficient or reliable basis and must not be used to make decisions or as a basis for any actions related to the consumption of mushrooms, their collection, purchase, sale, physical contact with them, or any other actions involving risks to health or safety.

Use of the Application must not be considered a method for determining the edibility or safety of mushrooms.

The user confirms that they have fully read this disclaimer, understand its content, and accept the limitations set forth herein.

The user independently and at their own risk makes any decisions and takes any actions related to mushrooms, including their collection, processing, storage, purchase, sale, or consumption.

Some species of mushrooms are poisonous or deadly and may closely resemble edible species. Incorrect identification of a mushroom may result in serious harm to health or death.

To the maximum extent permitted by applicable law, the Developer shall not be liable for any consequences arising from the use or inability to use the Application, including harm to health, poisoning, allergic reactions, financial losses, or any other damages resulting from actions taken by the user or third parties based on information obtained through the Application.

5. AI Recognition and AI Chat

The Application uses artificial intelligence technologies and third-party services to recognize mushroom images and generate text responses for the user.

To enable these functions, the user may provide the Application with photographs, text messages, and related data such as date, time, or approximate location.

Recognition results and responses generated using artificial intelligence are probabilistic in nature, may contain errors, inaccuracies, or be incomplete, and do not guarantee correct identification of a mushroom species or the reliability of the information provided.

Artificial intelligence responses do not constitute medical, dietary, legal, or other professional advice and must not be treated as such.

No recognition results or artificial intelligence responses constitute a sufficient or reliable basis and must not be used to make decisions or as a basis for any actions related to mushrooms, including their consumption, collection, purchase, sale, or physical contact with them.

The user must not rely on recognition results or artificial intelligence responses as accurate or final.

The user understands and agrees that the use of artificial intelligence functions is at their own risk, and any decisions made based on recognition results or responses are made independently by the user.

The operation of artificial intelligence functions is not guaranteed, and responses may be unavailable, delayed, or inaccessible for technical reasons.

To process user requests, data may be transmitted to the Developer's server and further to third-party artificial intelligence services. Such data is used to process the request and may be processed in accordance with the privacy policies of the respective third-party services.

Data may be retained for technical operation, request processing, debugging, abuse prevention, security, service maintenance, and other operational purposes, including for periods necessary to ensure the operation and stability of the Application.

To the maximum extent permitted by applicable law, the Developer shall not be liable for any consequences arising from the use or inability to use artificial intelligence functions.

6. User Content

As part of using the Application, the user may upload photographs, send text messages, and provide other data necessary for the operation of the Application's functions (hereinafter referred to as "User Content").

The user represents that they have all necessary rights and legal grounds to upload and use the User Content, and that such content does not violate applicable law or the rights of third parties, including image rights, intellectual property rights, and the right to privacy.

The user is prohibited from uploading or transmitting through the Application any content that is unlawful, violates the rights of third parties, or may cause harm to others.

The user is responsible for any User Content uploaded or transmitted, as well as for any consequences of its use, including claims by third parties.

In the event that claims, demands, or legal actions related to User Content are brought against the Developer, the user shall, upon the Developer's request, take measures to resolve such claims, including interacting with third parties, withdrawing or modifying the content, and compensating the Developer for all losses incurred, including legal defense costs.

The user grants the Developer a limited right to use User Content solely to the extent necessary to process user requests and ensure the operation of the Application's functions. This right does not include the right to publish, distribute, or use User Content for marketing, advertising, or training purposes outside the functions of the Application.

The Developer does not perform mandatory prior moderation or factual verification of User Content and does not guarantee its accuracy, legality, or safety, and shall not be liable for such deficiencies.

Processing of User Content is carried out automatically as part of the Application's functions.

The Developer does not independently analyze or evaluate User Content and does not guarantee that such content will be processed or will result in any outcome. Processing of User Content may not occur, may be interrupted, or may be unavailable for technical reasons without prior notice.

The processing of User Content, including photographs and messages, is also governed by the Application's Privacy Policy.

7. Privacy and Data Processing

The processing of personal and other user data is governed by the Application's Privacy Policy, which forms an integral part of these Terms.

As part of using the Application, the user may provide data, including photographs, text messages, and related information such as date, time, or approximate location. Such data is used solely to ensure the operation of the Application's functions, including image recognition and the generation of responses using artificial intelligence technologies.

To perform these functions, user data may be transmitted to the Developer's server and further to third-party data processing services, including artificial intelligence services. Such data may be processed in accordance with the privacy policies of the respective third-party services.

User data may be processed and stored on servers located outside the user's country, in compliance with applicable data protection laws.

User data may be retained for technical operation, request processing, debugging, abuse prevention, security, service maintenance, and other operational purposes related to the functioning of the Application.

Certain interaction history, including chat messages, recognition requests, and related technical data, may be transmitted to and processed on the Developer's servers as part of the operation of the Application and its artificial intelligence functions.

The Application may use analytics tools to collect aggregated and minimized information about the operation of its functions, which is not intended to directly identify the user and is necessary for improving the Application and ensuring its stable operation.

The user consents to the collection, use, and transfer of data in accordance with these Terms and the Privacy Policy.

The user understands that the transmission of data over the internet may involve security risks.

8. Geolocation

The Application may use data about the user's approximate location if such data is provided by the user or the device.

Such data may be used solely as auxiliary information for processing requests and is not required for the operation of the Application.

Providing location data is voluntary. The user may restrict or disable access to such data in the device settings.

Location data, if used, may be processed and retained for technical operation, request processing, debugging, abuse prevention, security, and related operational purposes.

The processing of such data is also governed by the Application's Privacy Policy.

9. Local Data Storage

The Application may store certain user data directly on the user's device to ensure the operation of the Application's functions and to improve the user experience.

Such data may include, among other things, the history of interaction with the Application, including previously submitted photographs, recognition results, and messages.

Certain data may also be transmitted to and processed on the Developer's servers as part of the operation of the Application and its functions.

Data is transmitted only when actions are initiated by the user.

The Application does not provide user-controlled cloud synchronization between devices unless explicitly stated otherwise in the Application.

The integrity and availability of locally stored data depend on the user's device, operating system settings, and user actions. The Developer does not guarantee the preservation, availability, or recoverability of such data, including in the event of device replacement, loss, malfunction, or reinstallation of the Application.

The user independently manages the data stored on the device, including its deletion by uninstalling the Application or using built-in device functions.

The Developer does not have access to data stored locally on the user's device outside the execution of requests initiated by the user and shall not be liable for its preservation, deletion, or loss.

The user understands that upon deletion of the Application or clearing data on the device, such data may be permanently lost.

10. Subscriptions and Payments

Certain features of the Application may be provided on a paid basis within the framework of a subscription (the “Subscription”).

The purchase, payment, renewal, and cancellation of the Subscription are carried out through the App Store in-app purchase system provided by Apple Inc., in accordance with its terms and conditions.

Payment for the Subscription is made using payment methods linked to the user’s App Store account. The Developer does not have access to the user’s payment data and does not process it.

The Subscription renews automatically unless the user cancels it no later than 24 hours before the end of the current paid period. Charges are applied by the App Store platform in accordance with its rules.

The user may manage the Subscription, cancel it, or restore access to a previously purchased Subscription through the settings of their App Store account. Deletion of the Application does not automatically cancel the Subscription. The user may cancel the Subscription at any time; however, the previously paid period remains valid until its expiration.

All Subscription payments are final, except as provided by the App Store rules and applicable law. Refunds and the handling of payment-related disputes are carried out by the App Store platform. The Developer does not issue refunds directly, except where expressly required by applicable law.

Access to paid features of the Application is provided for the duration of the Subscription and terminates upon expiration of the paid period in the absence of renewal.

The Developer reserves the right to change the price of the Subscription, the terms of its provision, and the list of paid features, including the modification or discontinuation of individual features without preserving their previous scope. Such changes take effect in accordance with the App Store rules.

The Developer does not guarantee uninterrupted or error-free access to the paid features of the Application, including in the event of technical failures, issues with third-party services, or the App Store infrastructure.

11. Photos, Copyright and Licenses

As part of using the Application, the user may upload and use photographs for the purposes of recognition and obtaining information.

The user represents that they have all necessary rights to use the uploaded photographs, including the right to transfer and process them within the operation of the Application, and that such photographs do not violate the rights of third parties, including copyright, image rights, the right to privacy, and other personal data rights. The user also understands that photographs may contain personal data (for example, images of individuals).

The user grants the Developer a limited, royalty-free, non-exclusive, worldwide right to use the uploaded photographs solely to the extent necessary to fulfill user requests and ensure the operation of the Application’s functions, including their transfer to third-party data processing services. Such right is granted for the period necessary to process the request and does not include the use of photographs for any other purposes.

The Developer does not use photographs uploaded by the user for publication, distribution, marketing, advertising, or training its own artificial intelligence models.

All rights to photographs uploaded by the user remain with the user or the respective rights holders.

The user is responsible for any claims by third parties related to the use of uploaded photographs and agrees to compensate the Developer for all losses incurred in connection with such claims, including legal defense costs.

The Developer does not perform mandatory verification of the legality of the user's use of photographs, does not control their content, and shall not be liable for such photographs or the consequences of their use.

Processing of photographs is carried out automatically as part of fulfilling the user's request.

The Developer is not obliged to retain, store, or ensure the recovery of uploaded photographs and shall not be liable for their loss or destruction during processing.

Uploaded photographs may be retained for technical operation, request processing, debugging, abuse prevention, security, and related operational purposes, including for limited retention periods necessary for the functioning of the Application.

12. Prohibited Use

The user agrees to use the Application solely for lawful purposes and in accordance with these Terms.

The user is prohibited from using the Application in any manner that violates applicable law, the rights and legitimate interests of third parties, or may cause harm to others.

The user is prohibited from using the Application to upload, transmit, or process content that is unlawful, offensive, misleading, contains malicious code, or otherwise violates the rights of third parties.

The user is prohibited from taking any actions aimed at disrupting the operation of the Application, including attempts to gain unauthorized access to the server, circumvent restrictions, interfere with services, or use automated means, including bots, scripts, scrapers, or other technologies capable of creating excessive load on the Application's infrastructure.

The user is prohibited from bypassing or attempting to bypass technical limitations, security measures, or access control mechanisms used in the Application.

The user is prohibited from using the Application for purposes inconsistent with its intended use, including using recognition results or other functions of the Application as a basis for actions involving risks to health, safety, or property.

The user is prohibited from copying, distributing, modifying, decompiling, disassembling, reverse engineering, or otherwise attempting to extract the source code of the Application, except as expressly permitted by applicable law.

The Developer may, at its sole discretion, restrict or suspend the operation of the Application in whole or in part, as well as the processing of requests, without prior notice, including in the event of a violation of these Terms or suspicion of such violation. To the maximum extent permitted by applicable law, the Developer shall not be liable for the unavailability of the Application or its functions in such cases.

13. Third-Party Services

As part of the operation of the Application, the Developer uses third-party services and technologies, including data processing, analytics, and artificial intelligence services (the "Third-Party Services").

To ensure the operation of the Application's functions, user data, including photographs, text messages, and other data, may be transmitted to such Third-Party Services to the extent necessary to perform the respective functions.

Third-Party Services process data in accordance with their own terms of use and privacy policies. The Developer does not control the activities of such Third-Party Services and shall not be liable for their actions, security, or content.

The Developer does not guarantee uninterrupted, error-free, or secure operation of Third-Party Services and shall not be liable for any failures, delays, errors, or other consequences arising from their use or unavailability.

The use of Third-Party Services may involve the transfer of data outside the user's country and risks inherent in data transmission over the internet.

The Developer may at any time modify, restrict, or replace the Third-Party Services used without prior notice.

The user understands and agrees that the operation of the Application depends on Third-Party Services, and in the event of their unavailability, certain functions of the Application may operate with limitations or be unavailable.

14. Availability and Errors

The Application is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, the Developer makes no warranties, express or implied, regarding the operation of the Application, its functions, or the information provided therein, including, without limitation, warranties of accuracy, reliability, fitness for a particular purpose, and non-infringement of third-party rights.

The functions of the Application, including image recognition and responses generated using artificial intelligence technologies, may contain errors, inaccuracies, or be incomplete. Such results must not be considered accurate, reliable, or final.

The Developer does not guarantee the accuracy, timeliness, completeness, or suitability of the information for any purpose and assumes no obligation to correct errors or update or refine results.

The operation of the Application may depend on technical factors, including the condition of the user's device, the quality of the internet connection, operating system settings, and the availability of Third-Party Services.

To the maximum extent permitted by applicable law, the Developer shall not be liable for any failures, delays, errors, loss of data, inaccuracies of information, or other consequences, including direct or indirect damages, arising from the use or inability to use the Application.

The Developer may at any time modify, suspend, or discontinue the operation of the Application in whole or in part without prior notice.

The user understands and agrees that the use of the Application is at their own risk.

15. Changes to Functionality and Content

The Developer may, at its sole discretion, at any time modify, supplement, restrict, or discontinue the operation of the Application, its functions, interface, structure, algorithms, including recognition and data processing algorithms, as well as any content available in the Application, in whole or in part, with or without notice to the user.

The Developer does not guarantee the preservation of any specific functionality, set of features, characteristics, or results of the Application, including results obtained using artificial intelligence technologies, and is not obliged to ensure their continuous availability, consistency, or reproducibility.

The user understands and agrees that they do not acquire any rights to any specific version of the Application, its functions, or its content.

To the maximum extent permitted by applicable law, the Developer shall not be liable for any consequences related to changes, restrictions, or discontinuation of the Application's functionality, including the inability to use certain functions, changes in results, or loss of access to content.

The user understands and agrees that the use of the Application implies the possibility of such changes and is at their own risk.

16. Limitation of Liability

To the maximum extent permitted by applicable law, the Developer, as well as its affiliates, contractors, suppliers, and partners, shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages, including, without limitation, harm to health, loss of data, loss of profits, loss of revenue, or other damages arising from the use or inability to use the Application.

The Developer shall not be liable for any decisions, actions, or omissions of the user made based on information obtained through the use of the Application, including image recognition results and responses generated using artificial intelligence technologies.

The Developer shall not be liable for the operation, availability, security, or performance of Third-Party Services, or for any consequences arising from their use or unavailability.

To the maximum extent permitted by applicable law, the total aggregate liability of the Developer for all claims arising out of or related to the use of the Application, regardless of the basis of liability (including contract, tort, negligence, or otherwise), shall be limited to the amount actually paid by the user for the use of the Application, unless otherwise required by applicable law.

The above limitations of liability shall apply even if the Developer has been advised of the possibility of such damages.

Some jurisdictions do not allow the limitation or exclusion of liability for certain types of damages. In such cases, the Developer's liability shall be limited to the maximum extent permitted by applicable law.

17. Termination of Use and Restriction of Access

The user may discontinue use of the Application at any time without notifying the Developer by deleting the Application from their device or ceasing to use it.

The Developer may, at its sole discretion, at any time restrict, suspend, or terminate the operation of the Application in whole or in part, as well as the processing of requests, without prior notice and without stating reasons, including in the event of a violation of these Terms or suspicion of such violation.

Restriction or termination may apply to the Application as a whole, to specific functions, as well as to the manner of use of the Application or a specific user device.

The Developer may restrict or discontinue individual functions of the Application for technical, legal, or other reasons, including updates to the Application, changes in functionality, or discontinuation of support for certain features.

Restriction or termination of the Application may result in the unavailability of certain functions and the inability to obtain processing results.

The Developer is not obliged to restore access to the Application or its functions after their restriction or termination.

To the maximum extent permitted by applicable law, the Developer shall not be liable for any consequences related to the restriction or termination of the Application, including the inability to use it or other damages.

Provisions of these Terms that by their nature should survive termination of the use of the Application shall remain in force after such termination.

The user understands and agrees that the use of the Application may be terminated or restricted in the above cases and accepts such conditions, including the risk of being unable to use the Application or its individual functions in the future.

18. Changes to the Terms

The Developer may, at its sole discretion, at any time modify, supplement, or update these Terms of Use in whole or in part.

The current version of the Terms is available in the Application or via a link provided in the Application.

Changes take effect from the moment of their publication.

The user is responsible for monitoring the current version of the Terms. Continued use of the Application after changes have been made constitutes acceptance of the updated version of the Terms. If the user does not agree with the changes, they must discontinue use of the Application.

The Developer is not obliged to notify the user of any changes.

19. Contacts

For any questions, please contact: pmidentifier@gmail.com