

1. Introduction

You are invited to utilize the services provided by AI magic photo removal objects, its subsidiary, and associates (collectively, "AI magic photo removal objects," "we," "us," and "our"). The object removal application AI magic photo removal objects (the "Application") is owned and operated by Individual Entrepreneur Zhanna Rabtsevich, Georgia, Tbilisi city. The Application, the WebSite, and all content made available through the Application and/or the Site constitutes the "Service."

The terms and conditions that apply to your use of the Service are mandatory and legally binding, however it is downloaded, attained, and/or utilized, whether through personal computers, mobile devices, or other means, and are stated in these Terms of Use (the "Terms"). Please remember that the Terms set forth the rights and obligations that you have with regard to the Service and are an agreement between you and us. You must carefully read and comprehend the Terms. By downloading, accessing, or using the Service, you approve that you have read, comprehended, and agreed to be bound by the Terms and any other materials. Therefore, if you do not agree with or understand the Terms, do not use, install, access, or sign up for the Service. If you do not agree to these Terms, you are not permitted to use the Service and must uninstall and delete all copies of the Application that is a component of the Service immediately.

The words "you" and "user" refer to any and all individuals or entities who use the Service. You affirm and guarantee that you have the right, control, and ability to accept and tolerate these Terms, and that you have thoroughly read and comprehend them.

In conjunction with these Terms, you agree to follow any supplemental policies and terms related to the Service, such as policies associated with specific services and all other operating rules, policies, and procedures that may be published ever so often on the Service.

2. Adjustments to these Terms of Use

Every so often we may alter or update these Terms. We'll post any changes or modifications here in the Service, so check back regularly. You acknowledge and respect any changes or modifications if you continue to use the Service after they are posted. If you have any questions, please consult our contact info at the end of this document.

3. Acceptability; User Accounts

To use the Service, you must comply with these Terms and be 13 years of age or older. If you're a "minor" you must have parental/guardian permission. Any access to the Service is restricted for anyone under 13.

The Service is intended for personal use only and must be used in compliance with all applicable laws and regulations.

You must not provide any incorrect, misleading or false information while using the Service; if your information changes, you must immediately let us know.

You will also be responsible for any costs incurred to access the Service through internet or other communication services such as fees for data, etc. Contact your carrier to determine the fees that apply.

4. Third Party Content

The Service may include links to outside websites and content managed and/or owned by third parties. These links and content are only for informational purposes. We don't control the materials on those sites or take responsibility for them. By clicking on a third-party website, you accept that we don't have any control over it. We don't guarantee any accuracy or approve products, services, materials or websites from third parties either. The third party is solely responsible for all goods, services, damages, claims, liabilities and costs that come with using their website or content. We invite you to read the terms of service associated with each third-party website.

5. Intellectual Property

You are granted the right to use the Service, so long as these Terms and the relevant licenses remain in effect. All copyrights, patents, title, trade secrets, and other intellectual property rights relating to the Service remain our sole property. We will own all services offered to you under these Terms, plus any data or materials created for such services, and all related rights. We reserve all other rights not explicitly given here.

You acknowledge that the Service contains proprietary content, data, and material that is subject to intellectual property and other laws like copyright although not limited to it and agree not to use these materials for any purpose other than using the Service as permitted. You cannot reproduce any part of the Service in any way.

6. License Terms

Subject to your adherence to these Terms, we grant you a personal, limited, changeable and non-assignable license, with no right to sublicense, which allows you to:

- (a) utilize the Service for your own personal, non-commercial purposes; and
- (b) install and download a copy of the Application onto any authorized device owned and controlled by you, for your own personal, non-commercial purpose.

Please note that the Service is licensed and not sold to you. You acknowledge that we and our licensors retain all rights in the Service, including all intellectual property rights thereto even after you download and install the app onto your device. Additionally, you agree not to delete or modify any copyright, trademark or other proprietary rights notices or markings within the Service. We reserve all other rights not expressly granted in these Terms.

Furthermore, you warrant that you are not located in any country listed on an international embargo or prohibited list.

You must not copy, reproduce, modify, distribute, or make derivative works of the Service. You may not sell, rent, lease, sublicense, or lend any rights to the Service for commercial gain. Moreover, you must not make the Service available to multiple users by any means, disassemble/decompile/reverse-engineer the source code of any part of the Service unless it is permitted by law. Additionally, you are not allowed to access the Service in order to build a similar or competitive service and scrape or store content derived from the Service in an automated manner. Furthermore, you must not exploit the Service in an unauthorized way or use it to harass or infringe on any third-party's rights.

7. User Content

Responsibility & License

When you use this Service, you create and submit User Content (content such as text, photos, videos, data, and information). You are solely responsible for your User Content and must make sure it follows all applicable laws. You are not allowed to submit any defamatory, inaccurate, abusive, obscene, offensive, sexually-oriented, threatening, harassing, racially offensive content or anything that violates another party's rights (for example intellectual property rights or privacy/publicity rights).

You provide us with a non-exclusive and fully paid right to reproduce/distribute/transmit/publicly perform/display/modify/create derivative works of/incorporate into other works your User Content in any existing or future media. Moreover you agree to waive any moral rights or attribution claims related to your User Content. In particular be aware that any photos and videos you submit to the Service may be used in this way.

When submitting photos or videos to our Service, either manually or automatically, you provide us with the right and license and give the warranties stated below. You guarantee that:

- You possess or have the necessary licenses, rights and consents to submit your User Content in our Service;
- Your User Content, and our practice of our rights as stated in these Terms, will not disrupt, misappropriate or breach any intellectual property right or other right of any third party;
- You own all rights necessary for the reproduction, distribution, transmission, public performance, public display and other use of your User Content by us as allowed in these Terms.

and

Your User Content must not be pornographic, obscene, defamatory, tortious, harassing or otherwise illegal. Examples of such Prohibited User Content include: racism, bigotry, hatred, physical harm towards any group or individual; harassing content; junk mail, chain letters or spam; User Content that promotes illegal activities or is abusive, threatening, obscene, defamatory or libelous; User Content of a commercial nature without authorization from us. We assume no responsibility for monitoring the Service for inappropriate content or conduct and your use of the Service is at your own risk. If you see any material in the Service that you think is prohibited, please do not hesitate to reach us via jjapps7@gmail.com.

User Submissions

You agree that any questions, comments, ideas, bug reports or other info about the Service ("Submissions") granted by you are non-confidential and all rights in them will be assigned to AI magic photo removal objects. We will keep exclusive rights to all intellectual property rights regarding these Submissions and can use or share them for any reason with no credit or compensation.

8. Restricted Activities

Some activities that are not allowed within the Service include:

- Pretending to be someone else;
- Accessing or using the Service for an illegal purpose;
- Sending data, content, or information that is libelous, defamatory, obscene, fraudulent, incorrect, or contrary to the ownership or intellectual property of another person;
- Transmitting viruses, malware, or malicious code in the Service;
- Modifying, reverse-engineering, or otherwise manipulating the Service; and
- Disrupting or interfering with the Service.

9. Copyright Breach

We commit to abiding by applicable copyright laws. If you think any copyrighted work has been shared on the Service without authorization, you can alert us by submitting a copyright infringement notification. We'll analyze all claims of copyright infringement we get and remove User Content that violates such laws. In order to make a claim you will need to share this information:

- 1) Name and contact information of the copyright holder/representative who is making the notification (the "Notifying Party");
- 2) A list of material whose access needs to be restricted and its location on the Service;
- 3) Validation from the Notifying Party that they honestly believe the material is accessible via network in an illegal manner;
- 4) Information regarding any unsuccessful attempts made by Notifying Party to contact content provider or identifying content provider is impossible;
- 5) Proof and signature from Notifying Party that they are either holder of copyright or adjoining right or allowed to act on behalf of right holder.

10. Privacy and Security

We value your privacy and safeguard your personal information. For more information, please read our Privacy Policy and make sure you understand all of your options regarding how we collect and use personal data about you. By using the Service, you acknowledge and agree that we may collect and use certain personal data about you in accordance with our Privacy Policy and applicable personal data protection laws and regulations.

Furthermore we expect that you:

- Honor the privacy of other users;

- Not gain access to the Service by automated means (such as bots or scrapers) without our authorization;
- Do not disclose any personal details of someone else, including but not limited to their address, phone number, email address, photograph, credit card number etc;
- Do not distribute incorrect information or create a user account for someone else without their permission.

11. No Warranty

You understand and agree that we provide the Service to you "as is" and "as available," which means we make no warranty and disclaim all responsibility and liability for its completeness, accuracy, availability, timeliness, security, or reliability. We are also not liable for any damage to your computer system or data loss as a result of your access to or use of the Service. Furthermore, there is no guarantee that the Service will meet your needs or be uninterrupted, secure, or error-free. We make no warranty regarding the application's results, and you release us from any liability that may arise as a result of its use. Furthermore, Google-powered translations are included in the Service; Google expressly disclaims all warranties relating to such translations, including accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

To make it easier for you to use the Service, we used translation software powered by Google Translate. While reasonable efforts have been made to ensure accuracy, no automated translation is perfect, and it is not intended to replace human translators. We provide translations as a service and make no guarantees about their accuracy, reliability, or correctness. Due to software limitations, some content may not be translated accurately. The website's English version is considered the official text, and any discrepancies or differences in translations are neither binding nor have legal effect. If you have any concerns about the accuracy of the translated information, please refer to the English version of the website.

12. Limitation Of Liability

We, as well as our subsidiaries, affiliates, officers, employees, agents, partners, and licensors, will not be held liable for any direct or indirect damages resulting from your access to or use of the Service or any content contained therein. This includes, but is not limited to, data loss, squandered expenditure, the cost of acquiring substitute services, and other intangible losses. Our total liability for any claims arising from this Agreement will be limited to the fees paid for access to and use of the Service.

In jurisdictions where liability limitations or exclusions are not permitted, our liability will be limited to the greatest extent permitted by law. These terms do not supersede your consumer rights under the applicable mandatory legal provisions.

13. Indemnity

You agree to defend and indemnify AI magic photo removal objects (and its subsidiaries, affiliates, partners, officers, directors, employees and agents) from any claim or demand made by a third party due to or arising from your breach of these Terms or violation of any law or the rights of a third party.

14. Entire Agreement

These Terms, as well as any applicable additional terms included in the Service and any documents expressly incorporated by reference, constitute the entire agreement between You and AI magic photo removal objects, superseding all prior agreements relating to the subject matter herein.

15. Waiver And Severability

Our failure to exercise any of our rights under these Terms does not constitute or imply a waiver or forfeiture of those rights, or a waiver or forfeiture of those rights in the future. If a court or tribunal of competent jurisdiction rules that any provision of these Terms is invalid or unenforceable for any reason, the rest of provisions of these Terms will remain in full force and effect.

16. Allocation

We reserve the right, with or without your consent, to assign or delegate these Terms and/or our Privacy Policy in whole or in part to any person or entity at any time. Without our prior written consent, you may not assign or delegate any rights or obligations under these Terms, and any unauthorized assignment or delegation by you is null and void.

17. Termination

We maintain the right to suspend offering the Service or any part thereof or to suspend, remove, alter or disable access to the Service at any time in our sole discretion and with no notice. Regardless of anything in these Terms to the contrary, we reserve the right to terminate or suspend your access to the Service at any time. We will not be liable in any way for the removal or disablement of access to the Service or any part of it. We may also limit your use of or access to the Service at any

time and without notice or liability. Your license to use the Service or a portion of it will be automatically terminated if the Service or a portion of it is terminated. In such an event, AI magic photo removal objects is under no obligation to provide refunds or other compensation to users as a result of the discontinuation. Following termination, all terms that, by definition, may survive termination of these Terms are deemed to survive such termination.

18. Contact

The Service is operated and provided by Individual Entrepreneur Zhanna Rabtsevich Georgia, Tbilisi city. If you have any questions about these Terms, please contact us at jjapps7@gmail.com.