

# Terms & Conditions

**Last updated:** June 2025

Welcome to Cakegram! These Terms and Conditions (“Terms”) govern your use of the Cakegram mobile application (“App”) developed by sixty9apps (“we,” “us,” or “our”).

By downloading, installing, or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the App.

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## 1. Acceptance of Terms

By downloading or using the App, these terms will automatically apply to you. You should make sure that you read them carefully before using the App. You’re not allowed to copy or modify the App, any part of the App, or our trademarks in any way. You’re not allowed to attempt to extract the source code of the App, and you also shouldn’t try to translate the App into other languages or make derivative versions.

The App itself, and all the trademarks, copyright, database rights, and other intellectual property rights related to it, still belong to developer sixty9apps.

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## 2. Generated Content & Usage Rights

**AI-Generated Content:** All cakes generated using the Cakegram app are created using artificial intelligence technology. These generated images are the intellectual property of developer sixty9apps.

**User License:** Users are granted a royalty-free, non-exclusive license to use the generated cakes for personal or commercial purposes, subject to these Terms.

**Sharing Rights:** You are welcome to share your generated cakes on social media, websites, or in marketing materials. While giving credit to “Cakegram” is optional, we would sincerely appreciate it when possible.

**Premium Features:** Premium members gain access to download cakes created by the Cakegram community and may use them under the same terms outlined above.

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## 3. App Services and Modifications

sixty9apps 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. We will never charge you for the App or its services without making it very clear to you exactly what you're paying for.

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## **4. Data and Privacy**

The Cakegram app stores and processes personal data that you have provided to us to provide our Service. It's your responsibility to keep your phone and access to the App secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features, and it could mean that the Cakegram app won't work properly or at all.

For detailed information about how we collect, use, and protect your data, please refer to our Privacy Policy.

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## **5. Third-Party Services**

The App uses third-party services that declare their own Terms and Conditions. Links to Terms and Conditions of third-party service providers used by the App:

- RevenueCat: <https://www.revenuecat.com/terms>
  - Firebase: <https://firebase.google.com/terms>
  - Replicate AI: <https://replicate.com/terms>
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## **6. Internet Connection and Data Usage**

You should be aware that there are certain things that sixty9apps will not take responsibility for. Certain functions of the App will require the App to have an active internet connection. The connection can be Wi-Fi or provided by your mobile network provider, but sixty9apps cannot take responsibility for the App not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.

If you're using the App outside of an area with Wi-Fi, you should remember that the terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the App, or other third-party charges. In using the App, you're accepting responsibility for any such charges, including roaming data charges if you use the App outside of your home territory (i.e., region or country) without turning off data roaming.

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## 7. Device Requirements and Maintenance

Along the same lines, sixty9apps cannot always take responsibility for the way you use the App. You need to make sure that your device stays charged – if it runs out of battery and you can't turn it on to avail the Service, sixty9apps cannot accept responsibility.

With respect to sixty9apps's responsibility for your use of the App, when you're using the App, it's important to bear in mind that although we endeavor to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you. sixty9apps accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the App.

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## 8. App Updates and Termination

At some point, we may wish to update the App. The App is currently available on iOS – the requirements for the system (and for any additional systems we decide to extend the availability of the App to) may change, and you'll need to download the updates if you want to keep using the App. sixty9apps does not promise that it will always update the App so that it is relevant to you and/or works with the iOS version that you have installed on your device. However, you promise to always accept updates to the application when offered to you.

We may also wish to stop providing the App, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the App, and (if needed) delete it from your device.

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## 9. Prohibited Uses

You agree not to use the App to:

- Generate content that is illegal, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable
  - Violate any applicable laws or regulations
  - Infringe upon the rights of others
  - Attempt to gain unauthorized access to our systems
  - Use the App for any commercial purpose without our express written consent
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## **10. Limitation of Liability**

To the maximum extent permitted by applicable law, sixty9apps shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from your use of the App.

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## **11. Changes to These Terms**

We may update our Terms and Conditions from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Terms and Conditions on this page.

These terms and conditions are effective as of January 2025.

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## **12. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which sixty9apps operates, without regard to its conflict of law provisions.

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## **13. Contact Information**

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at:

 [sixty9apps@gmail.com](mailto:sixty9apps@gmail.com)