

# ***Terms of Use for Mosaic AI – AI App Builder***

***Last updated: August 30, 2025***

*These Terms of Use (“Terms”) govern your access to and use of **Mosaic AI – AI App Builder** (“App”, “Service”), developed by **Andrei Vychau** (“Andrei Vychau”, “we”, “us”, “our”). By downloading, accessing, or using the App, you agree to be bound by these Terms. If you do not agree, please do not use the App.*

## ***1) Acceptance of Terms***

*By using the App you (a) confirm you have read and understood these Terms and our Privacy Policy; (b) are of legal age to enter into a binding agreement (or have consent from a legal guardian); and (c) accept these Terms.*

## ***2) Service Description; Generative AI***

*The App provides tools to **build AI-powered applications** and workflows using natural language, prompts, and other inputs. The Service may generate code, designs, texts, or other outputs (“AI Outputs”) using artificial intelligence and large language models.*

***AI disclaimer:*** *AI Outputs can be **incorrect, incomplete, biased, outdated, or insecure**. You are solely responsible for independently reviewing, testing, and validating AI Outputs (including security, IP clearance, and compliance) before using or distributing them.*

## ***3) Permitted Use***

*You agree to use the App **only for lawful purposes** and in compliance with all applicable laws and these Terms. You **shall not**:*

- Access the Service via automated means (bots, scrapers) except through officially provided APIs (if any).*
- Attempt unauthorized access, probe or impair security, or disrupt Service operation.*
- Upload malicious code, spam, or content that infringes IP, privacy, or other rights.*
- Use the Service to generate, host, or distribute illegal, harmful, deceptive, or discriminatory content.*

- *Benchmark, reverse engineer, or reproduce Service features to build a competing product.*
- *Violate export control, sanctions, or platform policies (Apple/Google).*

## **4) Accounts and Security**

*You may need an account to use certain features. Provide accurate information and keep credentials confidential. You are responsible for all activity under your account and must promptly notify us of any unauthorized use.*

## **5) Intellectual Property**

- ***Our IP.*** *The App, its software, design, features, and trademarks are owned by **Andrei Vychau** and protected by IP laws. Except as expressly permitted, you may not copy, modify, or distribute our IP.*
- ***Your Content.*** *You retain ownership of prompts, assets, data, and materials you upload (“User Content”).*
- ***License to Operate the Service.*** *You grant us a **worldwide, royalty-free, non-exclusive license** to use, host, reproduce, process, and display your User Content **solely** to provide, maintain, safeguard, and improve the Service and to generate AI Outputs for you.*
- ***AI Outputs.*** *As between you and us, you may use AI Outputs generated for your account subject to these Terms and applicable law. We make **no warranty** that AI Outputs are exclusive or free of third-party rights (including open-source obligations). You are solely responsible for clearance, compliance, and any attributions/licenses required for downstream use.*

## **6) Open-Source and Third-Party Materials**

*AI Outputs or project templates may incorporate **open-source** or third-party components subject to their own licenses. You are responsible for reviewing and complying with those licenses (e.g., attribution, copyleft). The Service may link to third-party sites; we are not responsible for third-party services or content.*

## **7) Subscription, Payments, and Renewals**

*Certain features require a **paid subscription** or one-time purchases. By subscribing, you agree to pay the displayed fees and applicable taxes. **All payments are non-refundable***

except where required by law or expressly stated otherwise in the App or the applicable app store.

- **Auto-renewal:** Subscriptions renew automatically unless canceled before the renewal date.
- **How to cancel:** Manage or cancel via the App or through the platform storefront (Apple App Store / Google Play).
- **Platform terms:** Billing is handled by the platform; its payment terms apply.

## 8) Content Standards

You represent and warrant that you have necessary rights to your User Content and that it **does not:** (i) infringe any IP, privacy, or publicity rights; (ii) contain unlawful, harmful, harassing, hateful, or pornographic material; (iii) violate any law or regulation. We may remove content or suspend access for violations.

## 9) Privacy

Our processing of personal data is described in the **Privacy Policy** for Mosaic AI. By using the App, you consent to such processing. Contact: [mrtrenchsol@gmail.com](mailto:mrtrenchsol@gmail.com).

## 10) Availability; Updates; Changes

We may add, modify, or discontinue features at any time. We may release updates, fixes, or patches that you may be required to install to continue using the App. Service uptime is not guaranteed.

## 11) Termination

We may suspend or terminate your access (with or without notice) if you violate these Terms, fail to pay fees, or if we discontinue the Service. Upon termination, your right to use the Service ceases; we may delete related data per our retention policies and applicable law.

## 12) Disclaimers

THE APP AND AI OUTPUTS ARE PROVIDED “**AS IS**” AND “**AS AVAILABLE.**” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM **ALL WARRANTIES**, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RELIABILITY. WE DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED, OR THAT AI OUTPUTS WILL BE ACCURATE, UNIQUE, OR FREE OF THIRD-PARTY RIGHTS.

## **13) Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, **WE WILL NOT BE LIABLE** FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR FOR LOSS OF PROFITS, GOODWILL, DATA, OR BUSINESS INTERRUPTION; OR FOR COST OF SUBSTITUTE SERVICES. OUR TOTAL LIABILITY FOR ALL CLAIMS **WILL NOT EXCEED** THE AMOUNTS YOU PAID (IF ANY) FOR THE SERVICE IN THE **SIX (6) MONTHS** PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **14) Indemnification**

You agree to **indemnify and hold harmless** Andrei Vychau and our affiliates, officers, and employees from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your: (a) use of the Service or AI Outputs; (b) User Content; (c) violation of these Terms or law; or (d) infringement or misappropriation of third-party rights.

## **15) Changes to Terms**

We may update these Terms from time to time. Changes take effect when posted in the App or otherwise communicated. Continued use after changes means you accept the updated Terms.

## **16) Export and Sanctions Compliance**

You must comply with applicable export controls and sanctions laws. You may not use the Service if you are located in an embargoed country or on a restricted party list.

## **17) Governing Law; Venue**

These Terms are governed by the laws of the jurisdiction in which we operate, **without regard to conflict of law principles**. Where permitted by law, you agree to the exclusive jurisdiction and venue of competent courts in that jurisdiction for any dispute not subject to arbitration/mandatory local rights.

## **18) Dispute Resolution (Optional Arbitration)**

Where allowed by law, disputes may be resolved through **binding individual arbitration** instead of court, and **class actions are waived**. If mandatory local consumer rights prohibit arbitration or class waivers, this section does not apply.

## **19) Severability; Waiver; Entire Agreement**

*If any provision is found unenforceable, it will be modified to the minimum extent necessary; the remainder remains in effect. Our failure to enforce a provision is not a waiver. These Terms, together with the Privacy Policy, constitute the **entire agreement** between you and us regarding the Service.*

## **20) Contact Us**

*Questions about these Terms:*

**Email: [mrtrenchsol@gmail.com](mailto:mrtrenchsol@gmail.com)**

**Developer: Andrei Vychau**