

Terms of Use

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Service Age Restriction. You must be at least 13 years old to use the Service.

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Restrictions on Use. You may not engage in any of the following in connection with your use of the Service: (a) use the Service for any illegal or unauthorized purpose; (b) use AI Portraits Content in combination with Your Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal; (c) portray any person depicted in AI Portraits Content in a way that a reasonable person would find offensive, including but not limited to (i) in connection with pornography, adult videos, adult entertainment venues, escort services, dating services, or the like, or (ii) engaging in immoral or criminal activities; (d) use the Service for commercial purposes; (e) infringe upon any third party’s trademark or other intellectual property right, or give rise to a claim of deceptive advertising or unfair competition; (f) interfere with or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature; (g) inject content or code or otherwise alter or interfere with the way any AI Portraits page is rendered or displayed in a user’s browser or on a user’s device; or (h) access or collect data from our Service using automated means or attempt to access data you do not have permission to access.

Service Interruptions and Availability. There may be occasions when the Service will be interrupted or unavailable, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. AI Portraits shall have no liability for any such interruptions.

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Intellectual Property Ownership of Your Content. AI Portraits does not claim ownership of Your

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Representations and Warranties. You represent and warrant to AI Portraits that: (a) you own Your Content or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (b) you agree to pay for all royalties, fees, and any other monies owed for Your Content, as stylized through the Service, as applicable; (c) you are at least 13 years old; (d) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction; and (e) if you are using the Service on behalf of a legal entity, you are authorized to enter into an agreement on behalf of that legal entity.

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Indemnification. You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at AI Portraits's request), indemnify and hold the AI Portraits Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (a) Your Content or your access to or use of the Service; (b) your breach or alleged breach of these Terms of Use; (c) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi- governmental authorities,

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About these Terms of Use Acceptance. By accessing or using the Service, however accessed, you agree to be bound by these Terms of Use. The Service is owned or controlled by AI Portraits. These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.

Violation. Violation of these Terms of Use may, in AI Portraits's sole discretion, result in a ban of AI Portraits usage. You understand and agree that AI Portraits cannot and will not be responsible for Your Content (defined below) on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for AI Portraits, AI Portraits can stop providing all or any part of the Service to you.

Special Terms. There may be times when AI Portraits offers a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use.

Modification of Terms of Use. AI Portraits reserves the right, in its sole discretion, to change these Terms of Use ("Updated Terms") from time to time. AI Portraits may notify you of the Updated Terms by posting them on the Service, and your use of the Service after the effective date of the Updated Terms constitutes your agreement to the Updated Terms. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.

Dispute Resolution. These Terms of Use are governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. You agree to resolve any dispute you have with AI Portraits exclusively in a state or federal court located in San Francisco, California, and to submit to the personal jurisdiction of the courts located in San Francisco County for the purpose of litigating all such disputes. You agree that any claim you may have arising out of or related to your relationship with AI Portraits must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

Entire Agreement. These Terms of Use, together with the Privacy Policy, constitute the entire agreement between you and AI Portraits and govern your use of the Service, superseding any prior agreements between you and AI Portraits.

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No Waiver. AI Portraits's failure to insist upon or enforce strict performance of any provision of these

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