## Terms of Use

Last updated: дата публикации на сайте

1. ACCEPTANCE

1.1. By using and/or visiting the DeepNaked website https://www.deepnaked.app (hereinafter - “DeepNaked”, “Website”, “Platform”, “Us”, “We”, or “Our”) you agree to these Terms of Use (hereinafter – “Terms”) contained herein and all future amendments and modifications. By entering, you agree to be bound by these Terms. If you cannot accept these Terms, do not use this Website.

1.2. These Terms apply to all users of the Website (collectively "**you**", “**Your**”, "**User**" or "**Users**" as the context requires), whether accessed via computer, mobile device, or other technology, manner, or means.

2. DESCRIPTION

2.1. This Website allows for uploading, sharing and general of photos of adult-oriented content by registered and unregistered users, where users can automatically edit a photograph (image) and convert it into a fake nude photograph (image). Such service provided by this Website is an Artificial Intelligence based technology that is used to edit or alter an original image to convert it into an image that never actually existed in fact and is merely an edited version of its original.

2.2. This Website may contain links to third party websites that are not owned or controlled by us. We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using this Website you expressly relieve it from all liability arising from your use of any third-party websites. Accordingly, we encourage you to be aware when you leave this Website and to read the terms, conditions, and privacy policy of each other website that you visit.

2.3. You understand and acknowledge that when using this Website, you will be exposed to content from a variety of sources, and that this Website is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against this Website with respect thereto, and agree to indemnify and hold this Website, site operator harmless to the fullest extent allowed by law regarding all matters related to your use of this Website.

2.4. In consideration for the use this Website, you agree to pay to us the appropriate fees, as set forth in our pricing schedule displayed on the Website. You are required to pay for plans and additional quotas using the payment methods presented on the website, including through third-party payment processors. You are responsible for maintaining the accuracy and validity of your payment information.

3. ELIGIBILITY

3.1. In order to use this Website, you affirm that you are at least eighteen (18) year of age and/or over the age of majority in the jurisdiction you reside and from which you access this Website where the age of majority is greater than eighteen (18) years of age. If you are under the age of 18 and/or under the age of majority in the jurisdiction you reside and from which you access this Website, then you are not permitted to use the website. You represent that the jurisdiction from which you access the Website does not prohibit the receiving or viewing of sexually explicit content.

4. CONDUCT

4.1. You are not entitled to otherwise reproduce, distribute, communicate to the public, publicly distribute, link to or publicly display the materials (images, photos) reproduced on this Website.

4.2. You confirm that any photo (image) uploaded to this Website is your photo (image) and it is assumed that you are authorised to use the photo (image) on this Website by all persons depicted in the photo (image).

4.3. Photos (images) are intended for viewing by one user who uploaded it. You must never share a photo (image) or a hyperlink to the Website containing a photo (image) with other users.

4.4. You confirm that you have obtained the prior consent of all persons depicted in the photo (image) and notified all such persons depicted in the photo (image) of the use of their photo (image) on the Website prior to the use of their photo (image) on the Website.

4.5. You confirm that no person depicted in the photo (image) used by you for editing on this Website is under the age of 18 (or older, if required by the laws on minors in your jurisdiction).

4.6. The persons depicted in the image(s) are individually responsible for having communicated their consent to the user prior to the use of their respective image(s) on this Website.

4.7. You agree that we shall have the right to determine in its sole and unfettered discretion, what action shall be taken in the event of any discovered or reported violation of these Terms contained herein.

5. INTELLECTUAL PROPERTY

5.1. Our associated logos and names are our trademarks and/or service marks. Other trademarks, service marks, names and logos used on or through this Website, such as trademarks, service marks, names or logos associated with third party content providers, are the trademarks, service marks or logos of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks, service marks or logos.

5.2. The inclusion of images or text containing the trademarks or service marks or the name or likeness of any person, including any celebrity, does not constitute an endorsement, express or implied, by any such person, of this Website or vice versa.

5.3. We hereby grant you a conditional, royalty-free, limited, revocable, non-sublicensable, and non-exclusive license to access this Website solely for your personal use in connection with using this Website.

5.4. You may not otherwise reproduce, distribute, communicate to the public, make available, adapt, publicly perform, link to, or publicly display this Website and images edited on this Website or any adaptations thereof unless expressly set forth herein.

6. ACCOUNT TERMINATION POLICY

6.1. Your access to this Website will be terminated if, under appropriate conditions, you are determined to infringe repeatedly.

6.2. We reserve the right to decide whether your content or if a your access is appropriate and complies with these Terms in regards to violations other than copyright infringement or privacy law, such as, but not limited to, hate crimes, pornography, obscene or defamatory material, or excessive length. We may terminate your access for uploading such material in violation of these Terms at any time, without prior notice and at its sole discretion.

7. POLICY

7.1. DeepNaked abides by a zero tolerance policy relating to any illegal content such as child porn or nonconsensual ('revenge') porn. Don't impersonate someone else. Also, don't use the service to host image libraries you link to from elsewhere, content for your website, advertising, avatars, or anything else that turns us into your content delivery network. DeepNaked shall not condone child pornography and nonconsensual ('revenge') porn and will cooperate with all governmental agencies that seek those who produce child pornography.

8. WARRANTY DISCLAIMER

8.1. YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, DEEPNAKED DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. DEEPNAKED MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, PERSONAL INJURY, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THIS WEBSITE, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THIS WEBSITE BY ANY THIRD PARTY, AND/OR ANY ERRORS OR OMISSIONSIN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS WEBSITE. DEEPNAKED DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND DEEPNAKED WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT DEEPNAKED SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

9. INDEMNITY

9.1. You agree to defend, indemnify and hold harmless DeepNaked from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to this Website;

- your violation of any term of these Terms;

- your violation of any third party right, including without limitation any copyright, property, or privacy right;

9.2. This defense and indemnification obligation will survive these Terms and your use of this Website.

10. AMENDMENT

10.1. DeepNaked reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms for any changes.

10.2. If DeepNaked changes anything in these Terms, DeepNaked will change the “last updated” date at the top of these Terms.

10.3. Your use of this Website following any amendment of these Terms will signify your assent to and acceptance of its revised terms.

10.4. The updated version of the Terms supersedes any prior versions immediately upon being posted, and the prior version(s) shall have no continuing legal effect.

11. SEVERABILITY

11.1. If any provision of this Terms shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

12. ASSIGNMENT

12.1. The Terms contained herein and any rights and licenses granted hereunder, may not be transferred or assigned by you.

13. TERM AND TERMINATION

13.1. These Terms enters into force as soon as you first use this Website and then remains in force until terminated.

14. ENTIRE AGREEMENT

14.1. These Terms of Use, our Privacy Policy and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and us with respect to this Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to this Website.

15. DMCA

15.1. If you see anything on our site that you believe infringes your copyright rights, you may notify us by sending the following information:

* Identification of the copyrighted work or works claimed to have been infringed. IMPORTANT: please include your copyright registration number. If your work is not yet registered, please include a copy of the application to register the work that you filed with the Copyright Office. A copyright infringement claim based on a U.S. work can only be filed if the work has been registered (www.copyright.gov/eco/).
* Identification of the material on our servers that is claimed to be infringing and that is to be removed, including the URL or other information to enable us to locate the material.
* A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you as copyright owner, or by your agent, or by law.
* A statement that the information in your notice is accurate, and under penalty of perjury, that you are the owner (or authorized to act on behalf of the owner) of the exclusive copyright right that is allegedly being infringed.
* Your physical or electronic signature, or of someone authorized to act on your behalf.

Instructions on how we may contact you: support@deepnaked.app

16. CONTACT US

16.1. If you have any questions about these Terms or its implementation you may contact us at support@deepnaked.app