

# Refyn: Terms of Service

**Effective Date: July 12, 2025**

Welcome to Refyn! These Terms of Service ("Terms") govern your access to and use of the Refyn application and website, located at [refyn.art](https://refyn.art) (collectively, the "Service"). The Service is provided by a sole trader based in the UK ("Refyn," "we," "us," "Ryzomi", "Paul Vincent", or "our").

By accessing or using the Service, you agree to be bound by these Terms, our Privacy Policy, Cookie Policy, and Data Retention Schedule. If you do not agree to these Terms, you may not access or use the Service.

## 1. Acceptance of Terms

By creating an account, accessing, or using the Service, you confirm that you have read, understood, and agree to be bound by these Terms. If you are using the Service on behalf of an organization, you are agreeing to these Terms for that organization and warrant that you have the authority to bind that organization to these Terms.

## 2. User Accounts, Eligibility, and Responsibilities

### 2.1 Account Creation and Eligibility

To access certain features of the Service, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

**Age Requirement:** You must be 18 years of age or older to use the Service. Refyn is not directed towards, nor intended to be accessed by, individuals under the age of 18. By creating an account, you represent and warrant that you are 18 years of age or older. We reserve the right to terminate your account if we discover that you are under 18.

### 2.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials (username and password) and for all activities that occur under your account. You agree not to share your account credentials with any other person. You must notify us immediately if you become aware of any unauthorized use of your account or any other breach of security.

## 3. Description of Services

Refyn provides an AI-powered platform for artists to receive critical feedback on their artwork.

### 3.1 AI Artwork Feedback

The Service utilizes Google Gemini AI to provide critical feedback on various file types,

including images, video, audio, and PDF documents.

## 3.2 AI Note Generation

OpenAI GPT-4o is used to create concise notes from the AI feedback generated by Google Gemini AI.

## 3.3 Cultural Discovery Feature

The Service includes a cultural discovery feature that requires access to your location data. Your consent is required in order for this access to be provided, and may be retracted at any time of your choosing through your browser or device settings.

## 3.4 Disclaimers Regarding AI Output

You acknowledge and agree that the AI-generated feedback and notes provided by the Service may not always be accurate, complete, or appropriate for your specific use case. The AI output is intended as a tool for critical feedback and should not be relied upon as a sole source of truth, factual information, or professional advice. You are solely responsible for evaluating the accuracy, completeness, and appropriateness of any AI-generated output before using or relying on it. Refyn disclaims all responsibility and liability for any errors, inaccuracies, or omissions in the AI-generated content.

# 4. User Content

## 4.1 Ownership of User Content

You retain all ownership rights to the artwork files (images, video, audio, PDF) and any other content you upload or submit to the Service ("User Content").

## 4.2 License to Refyn

By uploading User Content, you grant Refyn a limited, non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, display, perform, and process your User Content solely for the purpose of providing and improving the Service to you. This includes, but is not limited to, transmitting your User Content to Google Gemini AI and OpenAI GPT-4o for analysis and note generation, storing it on our databases, and displaying it within your account.

## 4.3 AI Model Training

Refyn does not use your User Content (including uploaded files, prompts, and generated output) to train or improve its own machine learning models.

- **Google Gemini API:** For the Google Gemini API services utilized by Refyn, your content is not used for generative AI model training outside of Refyn's domain without your permission.
- **OpenAI GPT-4o API:** OpenAI may use content provided by users to improve their services, including training their models. However, users have the option to opt out of the

use of their content for model training. Refyn will facilitate this opt-out where applicable. It should be noted that only AI feedback generated by Google Gemini is passed to Open AI for further processing. Your files and text prompts are not processed by Open AI through use of the Refyn app.

## **4.4 Acceptable Use Policy and Prohibited Content**

You agree not to upload, post, or transmit any User Content or engage in any activity that:

- Is illegal, harmful, abusive, or violates any applicable laws or regulations.
- Promotes bullying, hate speech, violent or graphic material, or encourages self-harm.
- Involves illegal activities such as dealing in drugs, sex, gambling, or pirated software.
- Constitutes misuse of the Service, including spamming, distributing malware, consuming excessive resources, cryptocurrency mining, or scraping content for training or reverse-engineering machine learning models.
- Attempts to reverse engineer, extract, or replicate any component of the Service, including underlying data or models.
- Infringes upon the intellectual property rights, privacy rights, or publicity rights of others.
- Attempts to bypass any safety features or protective measures of the Service or its integrated third-party services.

Refyn reserves the right to review, moderate, and remove any User Content that violates these Terms or applicable laws, at our sole discretion, and to suspend or terminate accounts for such violations.

## **5. Subscription, Payments, and Cancellation Policy**

### **5.1 Subscription Terms**

Refyn offers both free and paid subscription tiers. Details regarding pricing, features, and automatic renewals for paid subscriptions will be clearly presented to you before you subscribe. By subscribing to a paid tier, you agree to pay the applicable fees.

### **5.2 Payment Processing (Stripe)**

All payments for subscriptions are processed through Stripe. By using the Service, you agree to be bound by Stripe's Terms of Service and Privacy Policy. Refyn is not responsible for any issues arising directly from Stripe's payment processing service. We will provide at least 30 days' prior notice of any price changes for subscriptions.

### **5.3 Cancellation Policy**

You may cancel your subscription at any time through your account settings.

**File Deletion for Paid Tier:** If you cancel a paid subscription, files you uploaded outside the free tier will be deleted 30 days after your subscription cancellation if you do not re-subscribe within that timeframe. This deletion is irreversible.

### **5.4 Consumer Cancellation Rights**

For initial subscriptions to the Service, you may have a 14-day "cooling-off period" during which you can cancel and receive a refund, in accordance with UK consumer protection laws. This right may be lost if you explicitly consent to the immediate commencement of the service and acknowledge that this waives your cancellation right for the initial payment.

## **6. Intellectual Property Rights**

### **6.1 Your Intellectual Property**

You retain all intellectual property rights in your User Content.

### **6.2 Refyn's Intellectual Property**

All rights, title, and interest in and to the Service, including its software, design, text, graphics, and other content (excluding User Content and third-party AI output), are and will remain the exclusive property of Refyn and its licensors.

### **6.3 AI Output**

While Google and OpenAI do not claim ownership over the content generated by their APIs , you acknowledge that Google and OpenAI may generate the same or similar content for others, and they reserve all rights to do so. You are responsible for your use of any generated content.

## **7. Disclaimers, Limitation of Liability, and Indemnification**

### **7.1 Disclaimers**

The Service is provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind, either express or implied. Refyn does not warrant that the Service will function uninterrupted, be error-free, secure, or available at any particular time or location; that any errors or defects will be corrected; or that the Service is free of viruses or other harmful components. Your use of the Service is at your sole risk.

### **7.2 Limitation of Liability**

To the maximum extent permitted by applicable law, Refyn shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

As a sole trader, your personal assets are not legally distinct from the business's assets.

Therefore, these limitations of liability are crucial for mitigating personal financial risk.

### **7.3 Indemnification**

You agree to defend, indemnify, and hold harmless Refyn and its employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of (a) your use and access of the Service, by you or any person using your account and password; (b) a breach of these Terms; or (c) your User Content.

### **7.4 Third-Party Services**

Refyn has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services, including Google, OpenAI, Replit, and Stripe. You acknowledge and agree that Refyn cannot and will not review, censor, endorse, or edit the content of any third-party site, services, or advertisements.

## **8. Governing Law and Dispute Resolution**

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions. Any dispute arising from or relating to the subject matter of these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

For consumers, you may also have the right to refer disputes to the EU Online Dispute Resolution (ODR) platform: [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr).

## **9. Content Moderation and Safety (Online Safety Act)**

Refyn is committed to maintaining a safe online environment. We will take appropriate action against content that violates our Terms, Community Standards, or Privacy Policy. This includes content that is illegal, harmful, or abusive. We have procedures for reporting inappropriate content, and you agree to comply with all applicable laws, including the Online Safety Act 2023.

## **10. Changes to Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## **11. Contact Us**

If you have any questions about these Terms, please contact us at [ryzomi@gmail.com](mailto:ryzomi@gmail.com).

## Works cited

1. Gemini API Additional Terms of Service | Google AI for Developers, <https://ai.google.dev/gemini-api/terms> 2. Terms of use - OpenAI, <https://openai.com/policies/row-terms-of-use/> 3. Replit Commercial Agreement, <https://replit.com/teams-agreement> 4. Gemini API – APIs & Services - Google Cloud console, <https://console.cloud.google.com/apis/library/generativelanguage.googleapis.com> 5. Privacy policy | OpenAI, <https://openai.com/en-GB/policies/row-privacy-policy/> 6. Terms of Service - Replit, <https://replit.com/terms-of-service> 7. Generative AI in Google Workspace Privacy Hub, <https://support.google.com/a/answer/15706919?hl=en> 8. Generative AI, Privacy, and Google Cloud, [https://services.google.com/fh/files/misc/genai\\_privacy\\_google\\_cloud\\_202308.pdf](https://services.google.com/fh/files/misc/genai_privacy_google_cloud_202308.pdf) 9. Trust and Safety at Replit, <https://docs.replit.com/legal-and-security-info/trust-and-safety> 10. Usage Quota & Limits - Replit Docs, <https://docs.replit.com/legal-and-security-info/usage> 11. Terms of Service | Link, <https://link.com/terms> 12. Your Contract with Stripe: Stripe Services Agreement (SSA) - Overview & FAQs, <https://support.stripe.com/questions/your-contract-with-stripe-stripe-services-agreement-%28ssa%29-overview-faqs> 13. Accepting returns and giving refunds: the law - GOV.UK, <https://www.gov.uk/accepting-returns-and-giving-refunds> 14. Changing your mind about something you've bought - Citizens Advice, <https://www.citizensadvice.org.uk/consumer/changed-your-mind/changing-your-mind-about-something-youve-bought/> 15. Legal requirements for websites in the UK - routeToWeb, <https://www.routetoweb.co.uk/legal-requirements/> 16. Impressum Template - TermsFeed, <https://www.termsfeed.com/blog/sample-impressum-template/> 17. The UK's data protection legislation, <https://www.gov.uk/data-protection> 18. Do I need a privacy policy under UK GDPR? - Harper James Solicitors, <https://harperjames.co.uk/article/what-is-a-privacy-policy/> 19. Privacy Policy - Stripe, <https://stripe.com/privacy> 20. Gemini Code Assist for individuals privacy notice | Google for ..., <https://developers.google.com/gemini-code-assist/resources/privacy-notice-gemini-code-assist-individuals> 21. Privacy Policy, <https://genapi.replit.app/static/files/privacy-policy.pdf> 22. Privacy Policy - Replit, <https://replit.com/privacy-policy> 23. Cookies and similar technologies | ICO, <https://ico.org.uk/for-organisations/direct-marketing-and-privacy-and-electronic-communications/guide-to-pecr/cookies-and-similar-technologies/> 24. Cookie Law Guide for Businesses: EU, US, and the UK - Termly, <https://termly.io/resources/articles/cookie-law/> 25. What needs to be included in the contract? | ICO, <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/accountability-and-governance/contracts-and-liabilities-between-controllers-and-processors-multi/what-needs-to-be-included-in-the-contract/> 26. What privacy information should we provide? | ICO, <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/the-right-to-be-informed/what-privacy-information-should-we-provide/> 27. Data protection laws in the United Kingdom, <https://www.dlapiperdataprotection.com/?c=GB> 28. Principle (e): Storage limitation | ICO, <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/data-protection-principles/a-guide-to-the-data-protection-principles/storage-limitation/> 29. Replit: The Safest Place for Vibe Coding, <https://blog.replit.com/safe-vibe-coding> 30. Replit Database Tutorial: Step-by-Step Guide to Setting this Up Correctly - No Code MBA, <https://www.nocode.mba/articles/replit-database> 31. Overview of UK accessibility laws for websites - Siteimprove, <https://www.siteimprove.com/glossary/uk-accessibility-laws/> 32. Data Retention Policy: A Full Guide and Template - Personio,

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Compliance & Best Practices,  
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