

# Aidrafter.xyz Terms of Use

**Welcome to Aidrafter.xyz!** These Terms of Use ("Terms") govern your access and use of our website, Aidrafter.xyz, operated by Aidrafter Pty Ltd. Please read these Terms carefully before using the Website. By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to all of the Terms, you may not access or use the Website.

## 1. Ownership and Intellectual Property

- The Website and its entire contents, features, and functionality (including but not limited to text, graphics, logos, icons, and images) are owned by Aidrafter Pty Ltd and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- You may not use any content from the Website without our express written permission. This includes, but is not limited to, using our content for commercial purposes, creating derivative works, or publicly displaying our content.
- The Aidrafter.xyz name and logo are trademarks of Aidrafter Pty Ltd. You may not use our trademarks without our express written permission.

## 2. User Content

- You may be able to submit content to the Website, such as generated images, prompts, and feedback. You retain all ownership rights to your content, but you grant Aidrafter Pty Ltd a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, publish, and distribute your content for the purposes of operating and improving the Website.
- You represent and warrant that:
  - You own all rights to the content you submit, or you have obtained all necessary permissions and licenses to submit such content.
  - Your content will not violate any third-party rights, including intellectual property rights.
  - Your content will not be unlawful, threatening, abusive, obscene, defamatory, invasive of privacy, or racially or ethnically offensive.
- Aidrafter Pty Ltd reserves the right to remove any content from the Website that we deem to be in violation of these Terms or otherwise objectionable.

## 3. Acceptable Use

- You may use the Website only for its intended purposes. You may not use the Website:
  - In any unlawful manner or for any unlawful purpose.
  - To violate any international, national, or local laws or regulations.
  - To infringe on the rights of others, including their intellectual property rights.
  - To transmit any harmful or malicious code, such as viruses, worms, or Trojan horses.
  - To spam or otherwise harass other users.

- To impersonate any person or entity, or to falsely state or misrepresent your affiliation with a person or entity.
- To generate content that is violent, hateful, discriminatory, or sexually explicit.

#### **4. Disclaimers**

- The Website is provided "as is" and without any warranties of any kind, express or implied. Aidrafter Pty Ltd does not warrant that the Website will be uninterrupted, error-free, or virus-free. We do not warrant that the results obtained from the use of the Website will be accurate or reliable. You use the Website at your own risk.
- Aidrafter.xyz is an image generation tool, and the results it produces may not always be accurate or consistent. Aidrafter Pty Ltd is not responsible for any errors or inaccuracies in the generated images.
- Please be aware that using Aidrafter.xyz may generate images that are disturbing or offensive to some viewers. It is your responsibility to ensure that the images you generate are appropriate for your intended audience.

#### **5. Limitation of Liability**

- To the fullest extent permitted by law, Aidrafter Pty Ltd will not be liable for any damages arising out of or in connection with your use of the Website. This includes, but is not limited to, direct, indirect, incidental, consequential, and punitive damages.

#### **6. Indemnity**

- You agree to indemnify and hold Aidrafter Pty Ltd harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees) arising out of or in connection with your use of the Website or your violation of these Terms.

#### **7. Governing Law and Jurisdiction**

- These Terms shall be governed by and construed in accordance with the laws of NSW, Australia, without regard to its conflict of laws provisions. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of NSW, Australia.

#### **8. Termination**

- Aidrafter Pty Ltd may terminate your access to the Website at any time without notice.

#### **9. Entire Agreement**

- These Terms constitute the entire agreement between you and AiDrafter Pty Ltd