TERMS OF USE & PRIVACY POLICY

Last Updated: [16/04/2025]

Welcome to the "GPTimage creator" application (the "App"), listed under the package com.createimageai.hodayafreidin on the Google Play Store.

This combined document contains the **_Terms of Use_** and **_Privacy Policy_** that govern your use of the App and describe how your information is handled. By installing or using the App, you agree to both the Terms and the Privacy provisions outlined below.

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All rights to this App are reserved by me, the Developer, who is a private individual (not a formally registered company). I provide this App as-is, with no warranties of any kind.

1. General Disclaimer:

1.1 Private Individual I am not a registered business entity but a private developer offering this App as a personal/creative project. All usage is at your own risk.

1.2 Acceptance If you do not agree with these Terms, do not install or use the App.

1.3 Maximal Liability Disclaimer To the fullest extent allowed by law, I disclaim any liability for damages or issues arising from your use of or inability to use the App.

1.4 Minors The App is not specifically intended for minors. If you are under the age of majority, you must have a parent or guardian review and approve your use.

The App is not directed to or intended for children under the age of 16. If you are a minor under the laws of your jurisdiction, you may not use the App without verifiable parental consent. The Developer does not knowingly collect or store data from minors. If you believe a minor has used the App without authorization, contact the developer to request removal.

1.5 Consent by Use

By downloading, installing, or using the App, you acknowledge and agree to be bound by these Terms of Use and Privacy Policy. Your continued use of the App constitutes legal acceptance of all conditions outlined herein.

If your jurisdiction requires express consent, downloading and using the App shall be considered sufficient affirmative action indicating your agreement. No separate checkbox or written agreement is required.

2.   Description of the App:

 2.1 AI-Based Image Generation The App sends textual prompts or uploaded images to external AI services (e.g., Leonardo, OpenAI) to produce or

enhance images. I do not control these external services and cannot guarantee their outputs' quality or legality.

2.2 Tokens The App uses "tokens" as an internal currency for creating images. When your token balance is depleted, you must either wait for any available

free auto-renew token system (if offered) or purchase additional tokens to continue generating images.

2.3 Local and Cloud Storage

Generated images are stored locally on your device. References (such as image metadata and URLs) and user account information are stored on Supabase cloud servers, which may be hosted outside your country of residence. This may result in the transfer of your data internationally. While best efforts are made to secure your data, the Developer disclaims liability for data loss due to service failure or misconfiguration.

2.4 Updates & End of Support

I may release updates from time to time to improve functionality or address issues. You agree to download and install these updates promptly to maintain full compatibility. I also reserve the right to discontinue or limit support for older versions of the App or certain operating systems at any time, with or without notice. In such cases, the App may cease functioning as expected on those outdated platforms.

2.5 Third-Party Services

The App integrates with external services (e.g., Leonardo AI, OpenAI, Supabase, Google Play). These services are operated by third parties under their own terms and privacy policies. I am not responsible for service interruptions, limitations, or policy changes from these providers.

2.6 Data Retention and User Deletion Requests

All user-related data—including token usage logs, image metadata, fingerprint identifiers, and account activity—is stored securely in the Supabase cloud database. Unless otherwise required by law, this data is retained **indefinitely** for operational continuity and user access history.

You may request deletion of your account and associated data by contacting the Developer via the email listed in Section 8.1. While such requests will be honored in good faith, please note:

Deletion may take time depending on Developer availability. No guarantees are made as to immediate processing. By using the

App, you acknowledge that data removal may be delayed or deferred indefinitely unless and until the Developer becomes available to address the request.

3.Account & Fingerprint:

3.1 FingerprintID & Pseudo-Email Upon first launch, the App may run a WebView that executes JavaScript to generate a "fingerprintID." This is used to create a pseudo-email (e.g., xxxx@example.com) in Supabase, serving as your user account ID. If you do not consent, please do not use the App. You may optionally set a username/password, but it is not heavily encrypted.

3.1.1 Cookies and Fingerprinting Notice

The App uses a WebView to generate a fingerprint-based identifier, which may rely on cookies or device signals. While this identifier does not include personally identifiable information, users should be aware that it may be subject to data regulation laws. By using the App, you consent to this process. The Developer does not track or sell any such data.

3.1.2 No Personal Information in FingerprintID

The fingerprint-based identifier generated by the App does **not** include personally identifiable information (PII) such as names, email addresses, government IDs, or precise geolocation data. It is a technical signature used solely for account creation and linking within the App.

If future versions of the App include identifiers that may qualify as PII under applicable laws (e.g., GDPR, CCPA), explicit user consent will be obtained prior to activation of such features.

3.2 No Liability for Account Issues I disclaim responsibility for account compromises or data loss if someone gains access to your credentials. You are responsible for any local laws requiring disclosures about fingerprint or data usage; your continued use signifies acceptance.

4. Purchases & Subscriptions:

4.1 In-App Purchases (Token Packs)

You can buy token bundles through Google Play Billing. Successful purchases add tokens to your balance. If tokens are deducted incorrectly or a generation fails, I am not automatically obliged to reimburse you. You may contact me (Section 8), but no guarantee of remedy is provided.

4.2 Auto-Renew Subscription
The App may offer an automatically renewing subscription (e.g.,`tokens_1000_monthly`) that provides tokens and/or premium features on a recurring basis.

Subscription Selection: By checking the box labeled **"Receive the package every month (Auto-Renew)"** during purchase, you confirm selection of a recurring subscription. This activates Google Play's billing cycle.

Cancellation: You can cancel the subscription at any time via your Google Play account settings. If canceled, no further charges will be made after the current billing cycle.

Token / Benefit Duration:

> Tokens received from the subscription remain in your account unless removed according to other provisions in these Terms (e.g., Sections 7.2 or 8.6). This clause does not override the Developer's reserved rights to revoke or reset balances.

> Any additional benefits (such as increased generation quality, style access, or extended usage rights) will remain active for a **limited**

period of time following each benefit activation. If no renewal occurs, those benefits may be removed without further notice.

No Immediate Refund: Unless required by Google Play or local law, no partial refunds will be provided if the subscription is canceled during its active cycle.

4.3 One-Time Purchases (Non-Recurring)
If you do not check the auto-renew option, your purchase will be treated as a **one-time transaction**, not linked to recurring charges. This includes token packs or any single-use unlocks.

Token / Benefit Duration:

Tokens from the one-time purchase remain in your account unless used or removed in accordance with other terms outlined in this document. In case of conflicts, provisions granting the Developer authority to reset or remove tokens shall take precedence.

Additional features (such as HD quality, advanced styles, or extended usage rights) will be accessible for a **reasonable duration** from the date of purchase. After that time, such features may be automatically revoked unless repurchased.

4.4 Refunds & Cancellations
Google Play's policies apply to all billing, refunds, or subscription cancellations.

No Partial Refunds: Unless required by law, partial refunds for unused time or benefits will not be issued.

Subscription Cancellation Effect: Typically, you will retain benefits until the end of your paid usage period. After that, no additional benefits will be provided unless a new purchase is made.

4.5 Auto-Renew Toggle Option
During the purchase process, a checkbox labeled **"Receive the package every month (Auto-Renew)"** will be presented.

If checked, your transaction becomes a subscription with periodically recurring benefits and charges (see Section 4.2).

If unchecked, the purchase will be processed as a single one-time pack with limited-time benefits (see Section 4.3).

5. User Content & Responsibilities :

5.1 Uploaded Content Any images or prompts you provide must be legally yours to use. You must not violate third-party rights, copyright, or privacy. You assume full responsibility for any misuse or infringement.

5.2 AI Output I disclaim liability for content generated by external AI services. If a generated image is inappropriate or infringes rights, you must discontinue use and/or address it with the AI provider.

5.3 Prohibited Conduct You must not use the App for illegal, harmful, or fraudulent activities. If suspicious activity is detected, I may reset or remove your tokens/items or disable your account altogether (Section 7.2).

5.4 Ownership of Generated Images:

You retain ownership over the images you generate using the App. However, due to the use of external AI services (e.g., Leonardo, OpenAI), any use of generated images—especially for commercial purposes—must comply with the terms and licenses of those services. It is your responsibility to verify any restrictions before use.

5.4.1 Use of Generated Content:

Commercial use of AI-generated content may be restricted by the third-party model providers. You are solely responsible for reviewing and complying with the terms of use of Leonardo.Ai, OpenAI, or any other providers involved in content creation. The Developer disclaims all responsibility for unauthorized commercial use of generated images.

Usage rights may also depend on your subscription tier, as outlined in Section 5.4.2.

5.4.2 Usage Rights Based on Subscription Tier

The App offers multiple subscription tiers, each with different permissions for use of generated content:

Personal Use Only-: This tier allows you to use generated images solely for non-commercial, private purposes. You may not publish, sell, or distribute the images in any commercial context.

Limited Commercial Use-: This tier grants you permission to use generated images in monetized content (e.g., social media posts, print-on-demand designs, or marketing) **as long as the content is not resold as-is** (e.g., you may use it in designs, but not sell the raw image as stock or NFT).

Full Commercial Use-: This tier allows for full monetization, including the resale, licensing, or distribution of generated images, subject to any third-party AI model restrictions. You are responsible for compliance with all applicable model licenses (see 5.4.1).

Violating these terms may result in account suspension, token revocation, or legal liability. The Developer reserves the right to interpret and enforce these usage categories.

5.4.3 Technical Features by Tier:

Each subscription tier may include additional technical features beyond content usage rights, such as:

- Access to basic or advanced styles

- Output image resolution (Standard, HD, or Ultra HD)

- Generation speed or server connection quality

These features are described in the App interface and may change over time.

5.5 Responsibility for Generated Content and Third-Party Rights

The App allows users to generate visual content via third-party AI services. You are solely responsible for ensuring that any generated images do not infringe on the intellectual property, copyright, trademark, publicity, or privacy rights of any third party.

You acknowledge and agree that:

- The Developer does not monitor or filter generated content.

- The Developer disclaims all responsibility for any legal issues, claims, or damages resulting from your use of generated content.

- If you create content that replicates, imitates, or references copyrighted characters (e.g., Disney, Marvel, etc.), you do so entirely at your own legal risk.

By using the App, you agree to indemnify and hold the Developer harmless from any liability arising from your use of the generated content in violation of any applicable laws or third-party rights.

Your selected subscription plan defines the permitted scope of usage (personal, limited, or full commercial). You are solely responsible for ensuring your usage complies with your tier's restrictions.

6. Disclaimer of Warranties

6.1 As-Is The App is provided "as-is," without warranties of any kind (express or implied), including merchantability, fitness for a specific purpose, or non-infringement.

6.2 No Guaranteed Performance I do not guarantee uninterrupted or error-free operation. Third-party services (AI, Supabase, Google Play) might fail or change in ways outside my control.

6.3 Quality of Results No guarantee is given that generated images will meet your needs, expectations, or legal criteria.

7. Limitation of Liability:

7.1 To the Maximum Extent Permitted I shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of the App, to the fullest extent allowed by local law.

7.2 Right to Reset / Revoke If you violate these Terms, I may reset your tokens, remove purchased items or subscription benefits, or terminate your account without notice. No compensation or refund is due for such actions unless required by mandatory law.

This clause overrides any statements made elsewhere in these Terms, including Sections 4.2 and 4.3, regarding token retention or benefit duration.

7.3 Indemnification You agree to defend, indemnify, and hold me harmless from any claims arising from your breach of these Terms or misuse of the App.

7.4 No Responsibility for Connectivity or Device Modifications

Connectivity & Data Usage: You are solely responsible for maintaining an active internet connection (Wi-Fi or mobile data) to use AI features. I disclaim liability if the App cannot function due to limited or no connectivity, or if you incur data charges from your provider.

Rooting/Jailbreaking: The App may not function properly on rooted or jailbroken devices. Altering your device's security settings can create vulnerabilities and may cause unpredictable performance. I am not liable for any issues resulting from using the App on a modified OS.

7.5 No Responsibility for In-App Malfunctions

The Developer shall not be held liable for **any damages, losses, or disruptions** resulting from malfunctions, bugs, or unexpected behavior within the App, including those caused by third-party services (e.g., AI providers, cloud infrastructure, billing platforms). Use of the App is at your own risk.

This includes—but is not limited to—loss of images, tokens, data, user progress, or device issues caused by App usage.

8. Contact & Termination:

8.1 Contact For questions, subscription issues, or other concerns, email: igptstpportimagecreator@gmail.com While I may review your request, I am not obligated to issue refunds or restore tokens.

8.2 User's Choice to Stop You can discontinue use of the App at any time by uninstalling it. Data removal from Supabase may be requested by contacting me.

8.3 Developer's Termination I may suspend or terminate your access if you breach these Terms or I discontinue this App. I am not liable for any resulting losses or unspent tokens.

8.4 Right to Discontinue the Service I reserve the unconditional right to modify, suspend, or permanently discontinue the App—or any part of it—at any time and for any duration, with or without prior notice and for any reason or no reason. You acknowledge that I shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the App, nor for any resulting loss of data, tokens, or other digital items.

8.5 Technical Support Logs**:** If you contact support, the App may attach a file containing non-sensitive diagnostic information (e.g., user ID, token balance, timestamps) to assist in resolving your issue. This data is only used to troubleshoot and is not shared externally.

8.6 Right to Restrict Specific Users

The Developer reserves the right to suspend, restrict, or permanently disable access to the App for any user, at any time, with or without cause, and without

prior notice. This includes—but is not limited to—revoking tokens, disabling account access, or blocking further usage of App features. No compensation, refund, or explanation is required for such actions unless mandated by applicable law.

This clause supersedes all other Terms, including Sections 4.2 and 4.3, and confirms that access and token status may be revoked regardless of previous purchase terms.

8.7 Global Shutdown Right

The Developer reserves the right to **permanently discontinue, deactivate, or remove the App from distribution platforms (e.g., Google Play)** at any time, without notice or obligation to users.

In such cases:

- All access to the App may cease for all users.

- Stored data, tokens, or services may be deleted, revoked, or become inaccessible.

- No refunds or compensation will be issued unless required by law.

By continuing to use the App, you acknowledge and accept this potential risk.

9. Ownership of the App :

All intellectual property rights related to this App—including but not limited to its source code, design, user interface, text, layout, graphics, functionality, and underlying logic—are and shall remain the sole property of the Developer (Hodaya Shoshana Freidin), even though the App is not protected by a registered patent or trademark.

9.2 No License to Copy or Reuse

You are not permitted to reproduce, copy, distribute, reverse engineer, decompile, or create derivative works from any part of the App without prior written permission from the Developer.

9.3 No Commercial Redistribution

The App may not be resold, sublicensed, modified, or made publicly available in part or in whole, for commercial purposes, without explicit written authorization.

9.4 No Implied Rights

No rights or licenses are granted by implication or otherwise under any intellectual property rights of the Developer, except as expressly stated herein.

9.5 Violations

Any unauthorized use or reproduction of the App or its components may result in civil and/or criminal penalties under applicable laws.

10:
Changes to Terms I reserve the right to modify these Terms at any time. If material changes occur, I will attempt to notify you via the App or other channels. By continuing to use the App, you accept the revised Terms.

11:

Governing Law & Disputes As a private individual, these Terms are governed by my local jurisdiction's laws unless overridden by mandatory consumer protection laws in your region. Any dispute shall be pursued in good faith; I disclaim liability as permitted by applicable law.

11.1 External Links Disclaimer

The App may contain links to third-party websites or services that are not owned or controlled by the Developer. These external sites are provided for convenience only. The Developer does not endorse or assume any responsibility for the content, privacy practices, or policies of any

third-party websites or services. Your use of such links is entirely at your own risk.

Local Consumer Laws: To the extent any local consumer protection laws impose additional obligations or grant you rights that override these Terms, those laws take precedence, and I will abide by them as required.

Developer Contact:
Name: HODAYA SHOSHANA FREIDIN
Email: igptstpportimagecreator@gmail.com
Country of Residence: israel
The Developer is an individual and not acting as a registered business entity.