TERMS OF USE

Welcome to the "GPTimage creator" application (the "App"), listed under the package com.createimageai.hodayafreidin on the Google Play Store. By installing or using the App, you agree to these Terms of Use ("Terms").

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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.

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 save locally (device storage) and references/logs (including image URLs) save to Supabase (a remote backend) for backup/synchronization. Deleting an image in the App attempts to remove it locally and from Supabase. Some data may remain in backups or logs for a limited period.

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 In such cases, the App may cease functioning as expected on those outdated platforms.

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.

3.2 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 Monthly Auto-Renew Subscription The App may offer a monthly subscription (e.g., tokens_1000_monthly) that provides tokens and/or special features on a recurring monthly basis.

Easy Cancellation via Google Play: You can cancel the subscription at any time through your Google Play account settings. If you do so, no further charges will occur after the current billing cycle ends.

Tokens / Benefits Retention: Any tokens or perks already credited remain on your account for the remainder of the paid cycle. After the cycle ends, ongoing monthly benefits (e.g., future token drops) stop.

No Immediate Refund: Unless Google Play policy or local law requires otherwise, no partial refund is provided if you cancel mid-cycle.

4.3 Non-Monthly / One-Time Purchases If you do not select a monthly subscription, any one-time purchase (token pack, special features) is a single transaction. Once that purchase's allocated tokens or benefits are delivered, no monthly renewal applies.

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

No Partial Refunds: Unless legally required, I do not offer partial refunds for unused subscription time.

If a subscription is canceled, typically you retain the monthly benefits until your current paid period ends, after which new monthly benefits stop.

Subject to Mandatory Laws: Where local or store policies require refunds or cancellations, I will comply accordingly. Otherwise, no refunds are due once a purchase is completed.

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).

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.

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.

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.

9. **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.**

10. **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.**

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**.**