# TERMS OF USE & PRIVACY POLICY

**Last Updated: [16/04/2025]**

Welcome to the "imageGPT- AI Art Generator" 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 and Video Generation

The App sends textual prompts or uploaded images to external AI services (e.g., Leonardo, OpenAI GPT-Image-1) to produce, enhance, or edit images, and may also generate videos using external video AI services such as Runway (RunwayML). For example, image editing features are powered by OpenAI

GPT-Image-1, and video generation features are powered by Runway.

I do not control these external services and cannot guarantee the quality, availability, or legality of their outputs.

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.

2.3.1 Important note regarding editing images in the edit screen – no cloud backup

Certain files, data and edits – including but not limited to temporary versions, in-progress image edits, masks, previews and history – are not backed up to the cloud and remain solely on your device.

In particular, edited images and temporary data created using the image editing features (such as those powered by OpenAI GPT-Image-1) are not uploaded or stored in Supabase or any other cloud service for backup or privacy purposes.

If you uninstall the app, clear app data or your device deletes these local files, this content may be permanently lost and cannot be restored. If you wish to back up edited images or work in progress, you are responsible for manually exporting and saving them.

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 GPT-Image-1, Runway, 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.

2.6.1 Data Deletion Timeframe

Requests for account or data deletion will be processed within 30 business

days, subject to the Developer's availability. In exceptional circumstances, processing time may be extended, but all efforts will be made to honor requests in a timely manner.

# 3. Account & Fingerprint

### 3.1 FingerprintID & User Identification
Upon first launch, the App generates a unique technical identifier ("fingerprintID") for your device using the official Android interface for device identification (not via WebView or external browser authentication). This fingerprintID serves as your user account ID in the App and in the Supabase database.
**You do not need to create or remember a username or password. There is currently no built-in method to back up or restore your account by standard authentication.**

If you need to restore access to your previously created images, data, or tokens from a lost or reinstalled device, you may contact support and provide your unique "Secret Backup ID," which is displayed in the App settings under the option "Secret Backup Identifier."
**Upon contacting customer support and providing the required information and verification, your tokens and any images previously backed up to the cloud can be transferred to your new account.**

If you do not consent to this method of identification, please do not use the App.

### 3.1.1 Cookies, Device Signals, and Fingerprinting Notice
The App uses the Android system interface and/or official fingerprinting libraries (such as FingerprintJS) to generate a device-based identifier. This process may rely on device signals, system APIs, or other technical methods to create a unique signature.
While this identifier does **not** include personally identifiable information (PII), users should be aware that such identification may be subject to privacy and data regulation laws. By using the App, you consent to this process. The Developer does **not** track, share, or sell this data to third parties.
For more information, see FingerprintJS Terms of Service.-
**https://dev.fingerprint.com/docs/terms-of-service**

### 3.1.2 No Personal Information in FingerprintID
The fingerprint-based identifier generated by the App does **not** contain

names, email addresses, government IDs, or precise geolocation data. It is strictly a technical signature for account creation and linking within the App. If future versions of the App include identifiers or information that may qualify as PII under applicable laws (e.g., GDPR, CCPA), **explicit user consent will be obtained before enabling such features.**

### 3.2 No Liability for Account Issues
**The Developer disclaims responsibility for account compromises, data loss, or inability to recover an account if your device's fingerprintID is lost, changed, or reset.**
**If you lose access to your device and do not have your Secret Backup ID, your account and its associated content may not be recoverable. You are responsible for complying with any local laws requiring disclosure about device fingerprinting or data usage; your continued use signifies your 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.
Tokens granted or purchased within the App are considered a limited, non-transferable license to access specific features, and not a property right or digital asset. The Developer retains full ownership and control over all tokens and may revoke them at any time in accordance with these Terms.

### 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 Strict Refund Limitation on Token Use

You may request to cancel your subscription or one-time purchase, and may seek a refund, **provided that you have not used any of the tokens in the app for any action or feature within the App.**

However, the first use of any Token after the package has been purchased - no matter how minor or partial - will permanently terminate your right to cancel, revoke, or request a refund for that purchase. This applies to both recurring and one-time Token packages, as well as all associated benefits. If you use any Tokens after purchase, you waive any right to a refund or cancellation for that transaction, in full and forever.

To request a cancellation or refund, you must contact the Developer directly at the official support email:
 **igptstpportimagecreator@gmail.com**

All refund or cancellation requests will be reviewed at the sole and exclusive discretion of the Developer, who reserves the right to determine whether to grant a cancellation, issue a refund, or provide an alternative remedy, regardless of user preference or request.

## 4.6 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 or video 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 and Videos:
 You retain ownership over the images and videos you generate using the App. However, due to the use of external AI services (e.g., Leonardo, OpenAI, Runway), any use of generated images or videos—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, Runway, or any other providers involved in content creation.
 The Developer disclaims all responsibility for unauthorized commercial use of generated images or videos.
 You are required to review and comply with the terms of any external service involved in content generation. For your convenience, see:

- Leonardo.Ai: https://leonardo.ai/terms

  https://leonardo.ai/privacy-policy/

- OpenAI: https://openai.com/policies/terms-of-use

  https://openai.com/policies/privacy-policy/

- Runway: https://runwayml.com/terms-of-use

  https://runwayml.com/privacy-policy

These links are provided for reference only; the Developer is not responsible for their availability or content.
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 and videos solely for non-commercial, private purposes. You may not publish, sell, or distribute the images or videos in any commercial context.

- **Limited Commercial Use:** This tier grants you permission to use generated images and videos 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 or video as stock or NFT).

- **Full Commercial Use:** This tier allows for full monetization, including the resale, licensing, or distribution of generated images and videos, 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 and Output Clarification 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.

### 5.4.4 Output Quality and Aspect Ratio Disclaimer:
The image and video quality levels and output sizes/ratios shown in the App are intended for comparative purposes only and **do not guarantee exact industry standards**. For example:

- The "Full HD" setting does **not** guarantee an exact Full HD (1920×1080) resolution, but will always be higher quality than the App's "HD" level, which in turn is higher than "Standard."

- Aspect ratios such as 16:9, 9:16, 5:4, 4:5, or 1:1 are approximate. A generated image or video set to "16:9" will be a rectangle generally matching those proportions, but may not precisely match the technical definition of 16:9.

- Similarly, "1:1" is intended to be a square, but actual pixel dimensions may vary slightly.
  The App and its providers reserve the right to adjust quality and sizing parameters at any time, and do not guarantee exact output sizes or aspect ratios.

### 5.5 Responsibility for Generated Content and Third-Party Rights
The App allows users to generate visual content via third-party AI services, including but not limited to images and videos. You are solely responsible for ensuring that any generated content does 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" Provision**
The App and all related services are provided strictly **"as is"** and **"as available,"** without warranty of any kind, whether express, implied, or statutory—including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, or non-infringement. **All use of the App is at your sole risk.**

**6.2 No Warranty for Performance or Service Continuity**
I make no representation or warranty that the App or any features, integrations, or outputs will be uninterrupted, error-free, secure, or continuously available.
**This expressly includes all third-party platforms, APIs, and services used or integrated with the App, including but not limited to:**

- Google Docs

- Runway (RunwayML)

- Leonardo

- OpenAI

- Supabase

- Google Play

Any of these services may fail, become unavailable, be modified, or have their terms or privacy policies changed at any time, and such events are entirely beyond my control.

I disclaim all liability for the availability, reliability, content, or accuracy of any outputs, data, or services provided by these or any other third-party providers.

### 6.3 No Guarantee of Quality or Fitness for Purpose

No warranty is given or implied that any images, videos, or other content created or provided through the App or via third-party services will meet your requirements, expectations, or any applicable legal, professional, or commercial criteria.

### 6.4 No Responsibility for Data Loss or Corruption

The Developer assumes no liability for any loss, deletion, inaccessibility, or corruption of data—including, but not limited to, images, videos, documents, tokens, or user account data—whether arising from App operation, third-party service failures, user actions, or technical errors.

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# 7. Limitation of Liability

### 7.1 Maximum Exclusion of Damages

To the fullest extent permitted by law, I shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or for any loss of profits, revenues, data, or other intangible losses arising out of or in connection with your use of the App, even if I have been advised of the possibility of such damages. This applies to the maximum extent permitted by your local jurisdiction.

### 7.2 Right to Reset, Remove, or Terminate

If you breach these Terms, I may reset your tokens, remove purchased items or subscription benefits, or terminate your account without notice. No compensation, refund, or reinstatement will be due for such actions unless required by mandatory law.

This section supersedes any statement made elsewhere in these Terms, including Sections 3 and in the specification section 3.1 and also 4.2 and 4.3, regarding the retention of tokens or the duration of benefits.

### 7.3 Indemnity
You agree to defend, indemnify, and hold me harmless from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to your breach of these Terms or misuse of the App.

### 7.4 No Liability for Connectivity or Device Modifications

- **Connectivity and Data Usage:** You are solely responsible for maintaining an active internet connection (Wi-Fi or mobile data) to use the App's features. I disclaim all liability if the App is unable to function due to limited or no connectivity, or if you incur data charges from your carrier.

- **Rooted/Jailbroken Devices:** The App may not function properly on rooted or jailbroken devices. Modifying your device's security settings may create vulnerabilities and cause unpredictable performance. I am not responsible for any issues resulting from use of the App on a modified operating system.

### 7.5 No Liability for In-App Malfunctions
The Developer will not be liable for any damage, loss, or disruption resulting from malfunctions, bugs, or unexpected behavior within the App, including those caused by third-party services or platforms (e.g., AI providers, Supabase, Google Play, billing processors, or cloud infrastructure).
This includes—but is not limited to—loss of images, tokens, data, user progress, or device issues caused by using the App. All use of the App is at your sole risk.

### 7.6 Account Deletion and Data Loss; Supabase Disclaimer
The Developer is not responsible for any loss of access to user accounts, loss of data, or deletion of accounts resulting from technological failures, errors, misconfigurations, or disruptions related to FingerprintID-based identification systems, Supabase databases, or any third-party infrastructure used by the App.
**Users acknowledge that account continuity depends on the proper functioning and continued availability of Supabase and other third-party systems outside the Developer's direct control. Unexpected account or data loss may occur without warning. The Developer will not be liable for data recovery, token refunds, compensation, or any damages in such cases.**

For more information regarding Supabase, including its own terms of use, please refer to:

**Supabase Terms of Service**

# 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, blocking further usage of App features, **or resetting and deleting any or all Affiliate Program earnings for any user at any time, for any reason or no reason at all.** No compensation, refund, or explanation is required for such actions unless mandated by applicable law.
 **You acknowledge and agree that the Developer is not responsible or liable for any errors, bugs, glitches, system failures, or technical issues**

**in the Affiliate Program or its infrastructure (including but not limited to resets, loss of affiliate earnings, non-tracked purchases, or incorrect commission calculations), and that all participation in the Affiliate Program is at your sole risk. The Developer shall not be liable for any direct or indirect loss, loss of earnings, business, or reputation arising from Affiliate Program malfunctions, resets, or enforcement actions, whether due to technical, operational, policy, or any other reasons.**
This clause supersedes all other Terms, including Sections 3.1, 4.2, 4.3, and 7.2, and confirms that access, token status, and Affiliate Program earnings may be revoked or reset regardless of previous purchase or earnings 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, Affiliate Program earnings, 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.

## 9.1 Accessibility Statement

Efforts have been made to include accessibility features such as adjustable color, font size, blending modes, and other visual aids in the application. However, the application is not bound by any applicable accessibility law, standard, or guideline in any jurisdiction, and no legal or user expectation of a particular level of accessibility has been created or implied. These features should be relied upon to meet a specific accessibility need or legal

requirement.

If you live in the State of Israel, according to the Equality of Rights of People with Disabilities Law and according to the IS5568 standard, if a user wishes to correct an accessibility defect in the application in use, they must send a formal notification to the developer. According to the regulations (Regulation 35), a service provider must provide a correction within **60** days of receiving the notification, otherwise they can only seek assistance or legal action.

Therefore, if a user residing in Israel wishes to add full accessibility support in accordance with local law requirements, they must officially notify the developer via the official support email listed in this document. Upon receipt of the notification only, the developer will be given a period of 60 days from the date you received the notification to correct the accessibility deficiencies as required by law.

For all accessibility requests, please contact:
igptstpportimagecreator@gmail.com

## 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 Prohibition Against Hacking, Circumvention, and Tampering
Any attempt to hack, bypass, circumvent, manipulate, track, or interfere with

the security, authentication, encryption, licensing, or configuration mechanisms of the App, or to access any part of the App through unauthorized or automated means (including but not limited to the use of bots, scrapers, debugging tools, memory editors, or emulators), is strictly prohibited.
You are expressly forbidden from modifying, altering, or tampering with the App's settings, data, code, or communications protocols in any manner not intended or authorized by the Developer.

### 9.6 Legal Consequences and Threat of Prosecution
Any unauthorized access, hacking, reverse engineering, tampering, or attempt to circumvent security or licensing mechanisms of the App is a serious violation and may result in immediate termination of your access, reporting to relevant authorities, civil action, and/or criminal prosecution under applicable laws.
The Developer reserves the right to pursue all legal remedies, including claims for damages and injunctive relief, against any individual or entity found to have violated these restrictions.

### 9.7 Violations
Any unauthorized use, reproduction, modification, or hacking 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, amend, or update these Terms of Use and Privacy Policy at any time, at my sole discretion and without any obligation to provide prior notice or notification to users.**
**Your continued use of the App after any such changes constitutes your acceptance of the revised Terms, regardless of whether you have received specific notice of the updates.**
**It is your responsibility to review these Terms periodically for any changes. If you do not agree with the updated Terms, you must**

**discontinue use of the App.**

**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.

11.2 Dispute Resolution & No Class Actions

To the fullest extent permitted by law, you agree that any dispute or claim relating to your use of the App will be resolved individually, without resorting to any form of class or collective action. Disputes shall be submitted to informal resolution before seeking legal proceedings. If unresolved, disputes shall be settled by binding arbitration in the Developer's jurisdiction, unless prohibited by applicable consumer law.

## 12. Affiliate Program

### 12.0 Voluntary Nature and No Legal Obligation
Participation in the Affiliate Program is strictly voluntary. By participating, you acknowledge and agree that the Developer is under no legal

obligation to pay any commission or compensation for any promotional activity, and that all affiliate activities are performed on a voluntary basis. You expressly waive any right to claim, demand, or pursue legal action for non-payment, delayed payment, or reduction of commissions, for any reason whatsoever.

## 12.1 Affiliate Program Overview

The App offers an optional Affiliate Program ("Affiliate Program") which allows eligible users to promote the App and earn commission-based rewards for referred purchases. Participation in the Affiliate Program is voluntary and subject to the terms outlined herein. By enrolling or participating in the Affiliate Program, you expressly agree to comply with these Terms.

## 12.1.1 Commission Payments, Eligibility, and Rate Control

Commission payments earned through the Affiliate Program will be processed and paid out within up to seven (7) business days from the date of a qualifying purchase, provided that:

● All necessary payout information (such as valid email address, payment method details, tax information, and identity verification if required) has been accurately submitted and verified;

● No disputes, chargebacks, refunds, fraud investigations, or policy violations exist regarding the referred purchase;

● All applicable laws, including tax regulations in the user's jurisdiction, have been satisfied.

The Developer is not responsible for any delays arising from incorrect, incomplete, or unverifiable payout information provided by the user. Payouts are made based solely on the Developer's good-faith internal records and tracking systems, and users acknowledge that no external proof or third-party tracking shall override the Developer's determination of eligible commissions.

**The Developer retains exclusive and absolute authority to determine, set, modify, or revoke commission rates at any time, for any reason or no reason, at their sole discretion. Commission rates shown in the App's Affiliate dashboard may not reflect the current or actual rate in effect, and may be updated at any time with or without notice. Only the Developer's internal records will be binding**

**for commission calculations.**

### 12.1.2 Extension for Payment Due to Financial or Operational Conditions
If a commission payment is not processed within the initial seven (7) business days, the Developer reserves the right to extend the payment period by up to fourteen (14) additional business days due to financial, operational, or technical reasons, at the Developer's sole discretion, with or without notice to the affiliate.

### 12.1.3 No Responsibility for Lost, Reset, or Unpaid Affiliate Earnings
The Developer disclaims all responsibility and liability for any loss, reset, deletion, error, bug, technical malfunction, third-party issue, infrastructure failure, or any other reason that may result in the loss, reduction, non-payment, or delay of affiliate earnings, commissions, or rewards. Participation is entirely at the affiliate's own risk, and the Developer shall have no liability, monetary or otherwise, for any lost earnings or missed opportunities under any circumstances. The Developer may reset, withhold, delay, or refuse to pay affiliate earnings for any user at any time, for any reason or no reason, with or without notice.

### 12.1.4 No Guarantees or Warranties
Participation in the Affiliate Program does not guarantee the generation of commissions or successful payments. Commission rates, eligibility criteria, and program structure may be modified, suspended, or terminated at any time at the sole discretion of the Developer without prior notice.

### 12.1.5 Limitations of Liability for Affiliate Activities
To the maximum extent permitted by applicable law:
● The Developer disclaims all responsibility for technical issues, delayed payouts, payment gateway problems, currency conversion fees, or any consequences arising from your participation in the Affiliate Program.
● The Developer shall not be held liable for any indirect, incidental, special, punitive, or consequential damages relating to or arising out of the Affiliate Program.
● Users participate at their own risk and are solely responsible for

compliance with any local tax or legal obligations resulting from earnings.

### 12.1.6 Termination and Forfeiture
The Developer reserves the right to suspend, revoke, or withhold affiliate earnings if any form of fraud, abuse, manipulation, or breach of these Terms is suspected or detected, without any obligation to provide prior notice or justification.
In cases of account suspension, violations, or discontinuation of the Affiliate Program, any unpaid commissions may be forfeited at the sole discretion of the Developer.

### 12.1.7 No Employment or Agency Relationship
Participation in the Affiliate Program does not create any partnership, employment, agency, or joint venture relationship between the user and the Developer. Affiliates act as independent promoters, and no rights, powers, or authority to bind or represent the Developer are granted.

### 12.1.8 Self-Referral and Abuse Prohibited
Self-referral, self-promotion, or any attempt by a user to use the Affiliate Program to earn commissions or benefits by making purchases through their own referral links, or by any means intended to simulate genuine referrals, is strictly prohibited and will not be honored by the system.
Any such activity may, at the sole discretion of the Developer, result in the immediate suspension, forfeiture, or permanent loss of all affiliate earnings, as well as restriction or termination of the user's account, with or without notice.
**Affiliate commissions are only valid for genuine, independent, third-party referrals. The Developer reserves the right to investigate, detect, and take action against any form of abuse, self-dealing, or manipulation of the Affiliate Program.**

### 12.2 Tax Responsibility and Legal Compliance:
### 12.2.1 Affiliate's Sole Responsibility for Taxes
All affiliates are solely and exclusively responsible for determining, reporting, and paying any applicable taxes, duties, or governmental fees arising from their participation in the Affiliate Program or receipt of

commissions.
This includes (but is not limited to) income tax, VAT, sales tax, self-employment tax, or any other mandatory contributions required by the laws of their jurisdiction.
The Developer (App owner) shall not be held liable for withholding, collecting, reporting, or remitting any taxes on behalf of affiliates. Affiliates acknowledge and agree that any tax reporting or payment obligations arising from earned commissions are their full and exclusive responsibility.

### 12.2.2 No Tax Advice
The Developer does not and will not provide tax advice, nor does participation in the Affiliate Program create any obligation on the Developer's part to assist affiliates in determining their tax status or obligations.
Affiliates are solely responsible for seeking professional advice to understand and comply with their local tax laws and reporting requirements.

### 12.2.3 Indemnification for Tax Liabilities
Affiliates agree to fully indemnify, defend, and hold harmless the Developer from any claims, penalties, fines, damages, costs, or expenses (including reasonable legal fees) arising out of or relating to any failure by the affiliate to properly report or pay taxes associated with their participation in the Affiliate Program.

### 12.2.4 No Employment Relationship
Participation in the Affiliate Program does not create an employment relationship, partnership, or joint venture between the affiliate and the Developer.
Affiliates act independently and are solely responsible for complying with any labor, tax, or business registration requirements under their applicable laws.

### 12.2.5 Legal Compliance
Affiliates must comply at all times with all applicable laws, regulations, and third-party terms when participating in the Affiliate Program. Any violation may result in immediate termination from the program, forfeiture

of unpaid commissions, and legal action if necessary.

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:
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Country of Residence: Israel
Country Code (ISO 3166-1 alpha-2): IL