# **Terms of Use**

These terms and conditions outline the rules and regulations for the use of AI Art by accessing to the Service, we assume you accept these terms and conditions in full. You may not use AI Art if you do not accept all the terms and conditions stated on this page.

#### **1. Basic Introduction**

To use the service or access the content, you are agreeing to the following terms and conditions. We do NOT claim ANY ownership rights in the text, files, images, photos, video, sounds, or any other materials (collectively, "Content") that you created, you are solely responsible for all the Content that you create using the Service.

It is your responsibility to make sure your use of the Services is legal where you use them. And you retain the rights to all the Content you created.

### 2. Modifications to These Items

We reserve the right to alter these Terms at any time in its sole discretion. When we make material changes to the Terms, we'll provide you with prominent notice in appropriate way, please make sure you have read the notice in advance carefully. Your continued use of the Service after such notification of changes to the Terms will constitute your agreement and acceptance to such changes. You may stop using the Service under the new version of these Terms if you object to the changes.

### 3. Copyright and Trademarks

The Service is developed for entertainment purposes. It offers tools based on Artificial Intelligence models and technologies that allow you to generate images with Artificial Intelligence. See the full performance list on the Service's page in the App Store.

The App is intended only for your personal non-commercial use. You shall use the Service only for the purposes mentioned above.

However, the Service and its original Content is protected by copyright, trademark, patent, trade secret and other laws. We owns and retains all rights in the Content and the Services.

## 4. Disclaimer of Warranty

AI Art Service is provided "AS IS" AND "AS AVAILABLE", without express or implied warranty or condition of any kind. You use the Service at your own risk. Fully permitted by applicable law, We and all owners of the content make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or noninfringement. Price and availability information is subject to change without notice. Without limiting the foregoing, AI Art does not warrant that the AI Art Service will be uninterrupted, uncorrupted, timely, or error-free.

AI Art is not responsible for any content, code or any other imprecision. AI Art does not provide warranties or guarantees.

In no event shall AI Art be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

### 5. Limitations of Liability

In no event shall AI Art be liable for any loss or damages (including without limitation of any direct, indirect, punitive, special, incidental or consequential loss or damage):

- Access to the Service or inability to access to the Service.
- Any third party's conduct, content, information or data.
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and/or use of (or your inability to access and use) the AI Art Services, including, without limitation, making private content public or any damage caused to your computer or software or information stored thereon.
- Any unauthorized access to or use of the AI Art Services and/or any and all personal, private, and/ or other information stored therein.

#### 6. Support and Contact

If you have any questions concerning the Service or the Terms, please contact us by email at magicmoon.tech@gmail.com.