

Effective Date: 【2023/07/13】

Terms of Use

Art Toon("App") is an online face swap application. These Terms constitute a legally binding agreement between we and you, which regulates your use of App and other services as provided herein.

Please read these terms carefully before you use the App. By downloading, using, accessing this App, you agree to be bound by and fully comply with these terms. If you do not agree, please do not access, install, download or use the App product as defined below.

Updates

We may update these Terms from time to time. It is your responsibility to review these Terms periodically, and if at any time you find these Terms unacceptable, you must immediately cease use of the App and all of our Services. When you use the App and our services, you agree to accept updated Terms.

Account

You are responsible for keeping your account confidential and that you should not share your account ID and password(" login details") with anyone else. Anyone who logs into your account using your login details will be deemed to be you or a person who has gained access to your login.

You acknowledge and agree that you have no ownership or other property interest in any Account you create using any of our Services. We may suspend, terminate, modify or delete any of these accounts at any time, with or without notice to you, for any or no reason.

Subscriptions

1. You can subscribe to our Services on a service period basis, such as monthly-basis or yearly-basis. Your Subscription is linked to your platform account and cannot be transferred between platform accounts. We may change the price for the subscriptions, including recurring subscription fees, or other subscription terms from time to time and will communicate any price or other changes to you in advance.

Subject to applicable law, you accept the new price and terms by continuing to use the Services after the changes take effect.

2. Your Subscription will automatically renew on a service period unless you turn off auto-renew via your platform settings at least 3 business days before the end of the then-current Subscription period.

3. We accept payment via our payment processing partners e.g., credit card, debit card, PayPal. Our payment processing partners may have their own terms of use and you should ensure you are in agreement with these prior to making any payment.

4. You agree that sales by us to you of Subscriptions are final and that cancellation is not permitted during an active Subscription period.

5. Accounts deleted for whatever reason will not be refunded for the unused portion of an active subscription period.

6. Any fees charged by us are exclusive of taxes. Nevertheless, we may calculate and add taxes or duties, including, but not limited to VAT, GST and other taxes or fees under laws applicable to you at the time of purchase.

User conduct and content

1. Our Services may allow you to use the Services with the Uploaded content, as well as to create, post, store and share the generated content.

We will not be liable in any way or form for your use of our services or for illegal acts resulting from your use of our services. Your use of the App and our services is at your own risk.

2. If you share the generated content publicly through the Services or in any other way, you acknowledge that such content will be accessible to others.

Any content will be considered non-confidential and non-proprietary. Please

do not publicly post or submit any user content that you do not want to be publicly accessible or viewable, or that you do not have rights to post.

3. You hereby grant us a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to host, store, use in any way, display, reproduce, modify, adapt, edit, publish, and distribute uploaded and generated content. This license is for the limited purpose of operating, developing, providing, and improving the Services, and displaying Uploaded content in the library for the User's repeated use.

In addition to granting us the rights mentioned in the previous paragraph, you also grant us a perpetual license to create derivative works from, exhibit, broadcast, publicly perform, and publicly display the generated content in any form and in any and all media or distribution methods.

4. You must comply with the laws that apply to you in the location that you access our Services from. If any laws applicable to you restrict or prohibit you from using our Services, you must comply with those legal restrictions or, if applicable, stop using the App and our Services.

You are solely responsible for the uploaded and generated content, as well as any consequences of publicly posting and sharing such content, including, but not limited to any claims, costs, losses, damages, expenses, judgments, any other possible conflicts, disputes, contretemps or issues arising out of or related to your content.

5. You acknowledge and agree that we may generate revenues, increase

goodwill or otherwise increase our value from your use of the App, including, but not limited to, through the sale of advertising, sponsorships, promotions, usage data.

Except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any user content or your use of any materials made available to you on or through the App, including in any user content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Services or on any third party service.

Prohibited Conduct and Content

You shall not use our App and Services for:

- (a) Violate any applicable law, intellectual property or other third-party right;
- (b) Engage in any activities that is unlawful, harmful, threatening, abusive, harassing, torturous, false or misleading information;
- (c) Web crawling, scraping, harvesting or other similar activities which might negatively affect rendering of our Services to other users;
- (d) Interfere with or disrupt the integrity or performance of the Service;
- (e) Send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(f) Transfer or use the Services except as expressly authorized under these Terms of Service or by us, copy, disassemble, reverse engineer or decompile, modify or alter any part of the Services;

(g) Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services, or intercept any system data, personal information, or other data relating to the Services.

Liability for Breach

Without limiting any other remedy or any other paragraph of these Terms, if you have committed a breach of these Terms, we reserve the right to take any of the following actions, whether individually or combined, with or without notification:

(a) Suspend or terminate your use of this app and our services;

(b) Delete, suspend or modify your account;

(c) Indemnify us for all losses, damages, claims and expenses that may arise from your violation of the Terms or your tort.

Disclaimers and Limitations on Liability

1. We provide the App and services to you on an "as is" and "as available"

basis. We cannot warrant that the Services or their content will be error-free, and make no representations that the Services are technically accurate or that their functionality or content is accurate, error-free or up-to-date.

2. We shall not be liable to you or any third party for any direct, indirect, special, consequential or punitive damages suffered by you or any third party in connection with your use of the Services, any third-party computer software provided with the Services, sale or purchase of any merchandise or the merchandise, your access or inability to access the App or our Services, including viruses allegedly obtained from the Services, your use of or reliance on the App or our Services, information or materials made available on the App, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages.

In no event shall our total liability exceed the total amount paid by you for the Services.

Links

We may link from our Services to third-party websites or services. You understand that we make no commitment to any content, goods or services offered by such third parties. We are also not liable to you for any loss or damage caused by such third parties.

Privacy Policy

We are committed to protecting and respecting your privacy and will use your personal data only after obtaining your consent to the collection and processing of your personal data on the terms specified below. For more information, we recommend that you review our Privacy Policy.

Special Protection

You must be at least 13 years of age to access or use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services.

By using the Services, you state that: you can form a binding contract with us meaning that you either are over the age of 18 or you use the Services under a parent's or legal guardian's supervision; you are not a person barred from using the Services under the laws of the United States, the European Union (including the laws of the EU member states) or any other applicable

jurisdiction; you will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

Contact Us

If you have any questions about these terms or our services, please contact US at shaodonglin348@outlook.com.