

TERMS OF USE DEEPFAKEAIBOT

Last update: 2023.07.15

WE INVITE YOU TO CAREFULLY READ THESE GENERAL CONDITIONS OF USE AS WELL AS OUR PRIVACY POLICY, AN INTEGRAL PART THEREOF.

These Terms of Service (the “ **Terms** ”) apply to access and use of the DeepFakeAIBot software application (the “ **Service** ”) developed and published by deepfakeaiobot.com (the “ **Publisher** ” or “ **We** ”).

By accessing or using the Service, the user (the “ **User** ” or “ **You** ”) expressly acknowledges having read and accepted our Terms as well as the Telegram [Terms of Use](#) and [Privacy Policy](#) (“**Rules from Telegram**”).

1. ELIGIBILITY

The use of the Service is reserved for persons of legal age and capable.

Use of the Service by a minor or incapacitated person is strictly prohibited. Majority and capacity are determined by the national laws and regulations applicable to you.

The use of the Service by a minor or incapacitated person, in violation of these Conditions, cannot give rise to any action for liability against the Publisher.

Use of the Service is reserved for strictly personal use.

2. PURPOSE OF THE SERVICE

The Service allows you to generate images modified by Artificial Intelligence (the “ **Generated Content(s)** ”) from images stored in your electronic devices or hosted at your request on remote servers (the the “ **User Content(s)** ”).

The Service does not provide hosting for User Content and Generated Content. User Content and Generated Content are immediately deleted after the Service is provided.

The Publisher ensures the same degree of security and confidentiality as Telegram.

3 . ACCESS TO THE SERVICE

Subject to the provisions of this article, the Service is accessible 24 hours a day, 7 days a week and throughout the year.

Access to the Service requires a broadband internet connection.

The Publisher cannot under any circumstances guarantee that access to the Service will not be interrupted, given the technical difficulties inherent in the Internet network and the fact that the Service is linked to Telegram, the inaccessibility of which necessarily leads to the inaccessibility of the Service.

As a result, the Publisher cannot be held liable, in particular, in the event of a malfunction in access to the Service or Telegram and a temporary slowdown in the response speed of the Publisher's and Telegram's servers.

Similarly, it is agreed that the responsibility of the Publisher can never be engaged in the event of temporary suspension of access to the Service for maintenance reasons.

The Publisher is in no way responsible for damages of any kind that may result from the use of the Service.

All hardware and software necessary for access to the Service remain exclusively the responsibility of the User.

It is up to the User to take all appropriate measures to protect their equipment and their own data.

4. QUALITY OF SERVICE

The Service is provided "as is" and the Publisher does not guarantee the quality of the Generated Content.

Once the Service has processed an image, We consider the Service to have been rendered. Therefore, once the edited image is received, no refunds are possible.

5. WATERMARK

The Generated Content is stamped with the words " *Virtual Image* " (the " **Watermark** ").

It is strictly forbidden to conceal, modify, alter, replace or remove the Watermark and to make any use of any Generated Content whose watermark has been concealed, modified, altered, replaced or removed.

6. GENERAL OBLIGATIONS OF THE USER

Any use of the Service contrary to these Terms and Telegram's rules is strictly prohibited.

Any illicit use of the Service or for illicit purposes under applicable laws and regulations is strictly prohibited, as is any use in violation of the rights of third parties.

In particular, it is prohibited to use the Service for:

- Transmit, generate or obtain images of minors;
- Transmit, generate or obtain images of people taken without their consent;
- Transmit, generate or obtain images without the consent of the persons represented;
- Transmit, generate or obtain images protected by intellectual property rights without having first obtained the written consent of the rights holder;
- Transmit, generate or obtain images that violate human dignity.

It is also prohibited to use the Service to transmit, generate and obtain images for the purposes of extortion, blackmail, defamation, insult, sexual or moral harassment or with a view to committing acts of violence, child pornography, pedophilia, pornodisclosure, or any other criminal offence.

7. LIABILITY

The use of the Service is under the full responsibility of the User.

The Publisher declines all responsibility in the event of damage caused to the User or to third parties by the use of the Service.

8. INTELLECTUAL PROPERTY

All elements of the Service, such as the logo, scripts or software, are the exclusive property of the Publisher and are protected by French and international laws relating to intellectual property.

Any total or partial reproduction of one of these elements without the prior written consent of the Publisher is strictly prohibited and is likely to constitute an offense of counterfeiting.

9. PERSONAL DATA

The Publisher does not collect or store any personal data.

10. ELECTRONIC COMMUNICATIONS

By accessing or using the Service, the User agrees to receive electronic communications in the form of automatic private messages.

1 1. RELATIVE EFFECT

These Terms do not create or confer any rights for the benefit of third parties.

12. SEVERABILITY

In the event that any of the stipulations of these Conditions were to be declared null and void with regard to a legislative or regulatory provision in force or a final court decision, the stipulation in question will be deemed unwritten. , but will in no way affect the validity of the other stipulations which will continue to produce their full effects.

13. NO WAIVER

The fact that the Publisher does not require the application of one of the clauses of these Conditions, on a permanent or temporary basis, cannot be interpreted as a waiver of the clause in question.

14. ASSIGNMENT

The Publisher expressly reserves the right to transfer the rights and prerogatives that it holds under these Conditions to a third party entity and to provide the Service using another entity, provided that this entity complies with these Conditions.

15. APPLICABLE LAW - JURISDICTION

Any dispute (including of a tort nature) relating to the interpretation of these Conditions or arising from the access or use of the Service will be subject to the jurisdiction of the French courts and governed by French law.

16. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the User and the Publisher and replace any previous agreement.

17. MODIFICATION

The Publisher reserves the right to adapt or modify the Conditions at any time.

The new Conditions will, where applicable, be brought to the attention of Users by online modification and will be directly applicable from their publication.