

## TERMS OF SERVICE OF Lisa AI: Magic Avatar, AI Art

Lisa AI: Magic Avatar, AI Art (hereinafter referred to as “the application”, “our”, “we” or “us”) is owned and operated by Convert Yazılım Limited Şirketi. This Terms of Service herein is owned and operated by Convert Yazılım Limited Şirketi which enable the use of applications by Convert Yazılım Limited Şirketi shall be valid for all services given to you by Convert Yazılım Limited Şirketi. By using our Services, you confirm that you accept our Terms of Service herein and you agree to comply with them. If you do not agree with these Terms of Service, please do not install and use the Application.

These Terms of Service will provide you the right to use the software applications, web sites, tools, and other features (collectively, the “**Services**”) of the Application. If you are using the Application when you are acting as a business entity, please note that the transactions you make are binding for your business.

By using our Services, you confirm that you accept our Terms of Service herein and you agree to comply with them. If you do not agree with the Terms of Service, please do not install and use the Application.

We grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to utilise Lisa AI: Magic Avatar, AI Art Services through a mobile device or an application. We reserve all rights not expressly granted in the Terms, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in our Services, and all related items.

You accept that the contact information which the user has declared while becoming a member maybe used for bulletins, marketing and advertising purposes.

If you have any questions about these Terms or our Services, please contact us at [support@lisaai.app](mailto:support@lisaai.app).

**Last Update:** 17 October, 2022

### 1. Description of Services and Fees

Lisa AI: Magic Avatar, AI Art is a Artificial Intelligence based text to image application-based service that provides users with where users can create their own Artwork. Users can benefit from the paid services offered by Lisa AI: Magic Avatar, AI Art at their own discretion. Users can unsubscribe from the Services at any time.

Different fees may be determined and arranged for different countries while purchasing. The user will be notified about the fee before the purchase. However, if users change their settings in Apple accounts and select a different country, the notified fees may vary. Fees notified to the user are arranged according to the country which they have selected in the account settings. As long as you do not cancel, your service automatically renews at the end of each service period and proceeds for the length of the previous service period.

We wish you to be completely satisfied with our services. Malfunctions may be encountered from time to time. We are working on solving the problems that our users encountered by making maintenance and by other actions taken by us to provide you an issueless use of our services.

To use the Lisa AI: Magic Avatar, AI Art service, you must have Internet access and a device that supports Lisa AI: Magic Avatar, AI Art . “Payment Method” means an existing, valid, recognized payment method, which you may update from time to time and which may include payment through your account through a third party. Unless you cancel your membership through third party payment companies before the billing date, you authorize these companies to collect the membership fee of the next billing period through the Payment Method you have chosen.

We may offer several different membership plans, including special promotional plans or memberships offered by third parties in conjunction with their products or services. Some membership plans may have different terms and limitations that will be disclosed at the time you sign up for the service or in other communications made available to you.

If you have used third parties as a Payment Method and wish to cancel your Lisa AI: Magic Avatar, AI Art subscription, you may need to do so through that third party: For example, by accessing your account with that third party and turning off auto-renewal, or opting out of the Lisa AI: Magic Avatar, AI Art service through that third party. You can also find billing information for your Lisa AI: Magic Avatar, AI Art subscription by visiting your respective third-party account.

The requests for refunding (returning money) is dealt with by Application, not by the Apple. Be aware that no refunds may be made for deleted accounts if they have violated our Terms of Service.

Intellectual Property Rights means all vested, future and contingent rights to patents, petty patents, inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill, unfair competition rights, design rights, rights in design, topography rights, rights in computer software, mask works, database rights, rights in Confidential Information (including know-how and trade secrets), the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause and any other intellectual property rights which is the moral rights and economics rights of "Adaptation, Reproduction, Distribution, Performance, Signaling, Audio and / or Image Transmission to Vehicles with the Use of Public" defined in articles 21-25 in the Law No. 5846 in Turkey and foreign country which are issued by Application, its successors and assigns, arising from the development of the artwork, and the engineering provided in relation to the development of the artwork, in each case whether registered or unregistered and including renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist, or will subsist, now or in the future, in any part of the world. Artwork means that any intellectual or artistic product bearing the characteristic of its creator, which is deemed a scientific or musical work or work of fine arts or cinematographic work.

To the extent that ownership of Intellectual Property Rights in any Artwork does not automatically vest in you, we grant you a non-exclusive, perpetual, irrevocable, worldwide, sublicensable, royalty-free and transferable right and licence to use the Artwork for the purposes reasonably contemplated by these Terms and for you to derive the benefits from the Lisa AI: Magic Avatar, AI Art.

Due to the evolving and developing nature of the law around AI created works, we do not guarantee and do not represent that you will be able to claim copyright ownership of your Artwork in any jurisdiction or the jurisdiction in which you reside, noting each jurisdiction will have different laws and regulations. In using our Site, you agree that we are not responsible for and have no liability with regard to any failure on your part to legally register copyright for your Artwork in any jurisdiction.

## **2. Termination**

The license for use of the Services provided herein is effective until terminated. You may terminate your license at any time by removing the mobile application from your devices. We reserve the right, without notice and in our sole discretion, to terminate your license to access or use our Services according to your failure to comply with any of the Terms. We are not responsible for any loss or harm related to your inability to access or use our Services.

## **3. Eligibility**

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. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

#### **4. Access**

Our mobile Application with the standard functionality is currently made available free of charge. We do not guarantee that our Services will always be available or be uninterrupted. You are responsible for making all arrangements necessary for you to have access to our Services.

We do not represent that our Services will be available in other locations. We may limit the availability of our Services or specific functionality to any user or geographic area at any time. If you choose to access our Services from a prohibited jurisdiction, it is at your own risk.

#### **5. Updates and Support**

We reserve the right to add or remove features or functionality to the application. When your mobile phone is set up, the application periodically communicates with our servers. When we release a new version of the Application or if we add new features to it, we may ask you to update the application on your mobile phone. Before you begin to use updated versions of the Application, you may be asked to review and may need to accept the updated Terms of Service. Continuing to use the Services after the update proves that the User has agreed and accepted the updated Terms.

The Application constantly works to provide suitable and efficient technical support to the services and provides updates and upgrades. However, it is not mandatory to provide any maintenance or support for the Services under these conditions. We reserve the right to restrict or terminate the updates, support and maintenance regarding to our Services.

#### **6. Privacy**

Please find our Privacy Policy for detailed information about how we collect, use and disclose the information given by you. Transfer and storage of information about you is governed by our Privacy Policy as well.

Data security is provided by the Application. However, the user is responsible for any unauthorized access to user information, contact information and other contents; abusing, storage, reproduction, sale, copying, as well as illegal use of user information, contact information and other content.

#### **7. Code of Conduct and Prohibited Content**

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. Any photos, videos, audio (for example music and other sounds), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever is defined as a "User Content". You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and Lisa AI: Magic Avatar, AI Art ;
- Create a false identity or otherwise misrepresents your or another true identity;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;

- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- 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;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.
- Engage in any action that directly or indirectly interferes with the integrity of our Services, including but not limited to any attempts to access or hack our servers or network.
- Do not use Lisa AI: Magic Avatar, AI Art except for your own personal use and do not sell, rent, transfer, or share your account or any content obtained from your use of Lisa AI: Magic Avatar, AI Art to or with anyone else.
- Show, include or exploit any individual under 18 years old, for example by exposing them to inappropriate content
- contains unsolicited sexual content or unsolicited language that sexually objectifies another User or anyone else in a non-consensual way, or contains fake or manipulated sexual content in relation to another User or anyone else (including "deepfakes");
- is used or is intended to be used to extract money or another benefit from anyone else in exchange for removal of the Content; and/or
- involves or promotes third-party commercial activities or sales, such as contests, sweepstakes and other sales promotions, product placements, advertising, or job posting or employment ads without our prior express consent.
- Your posts do not contain written, visual, audio, etc. elements that are in any way hurtful, humiliating, or subjecting others to hostility,
- Your posts contain other people's honor and dignity, professional and commercial reputation, secrets, name, voice and official and private life, personal data,
- Do not use Lisa AI: Magic Avatar, AI Art to stalk, bully, abuse, harass, threaten or intimidate anyone else.
- Respect the intellectual property rights of Lisa AI: Magic Avatar, AI Art Users, including by not recording, reproducing, sharing, communicating to the public or otherwise distributing their content without authorization.
- Do not do anything that violates our or someone else's rights, including intellectual property rights (examples of which are copyright, trademarks, confidential information, and goodwill), personality rights, unfair competition, privacy, and data protection rights.
- Do not provide false account registration information or make unauthorized use of anyone else's information or Content.
- Do not transmit, stream, or otherwise send any pre-recorded audio or video material during a live stream or otherwise attempt to pass off recorded material as a live stream.
- Do not use Lisa AI: Magic Avatar, AI Art's name, logo or any related or similar names, logos, product and service names, designs, or slogans other than in the limited ways which are expressly permitted in the Terms of Service or with our prior written agreement.

You may, also, not create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;

- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose Lisa AI: Magic Avatar, AI Art or others to any harm or liability of any type.
- Shows, promotes, advertises or refers to following:
  - firearms, weapons, or any goods whose sale, possession or use is subject to prohibitions or restrictions;
  - drugs or drug paraphernalia;
  - escort services, sex trafficking, or prostitution;

In addition, although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

Please note that you are not given the permission to use the name, logo or other commercial symbols of the Application. Please read our "Intellectual Property" section for detailed information.

Any violation of this section may cause you to be a subject to legal and/ or criminal penalties.

## 8. Indemnification

You agree to indemnify, defend and hold harmless Lisa AI: Magic Avatar, AI Art and each of our respective officers, directors, agents, partners and employees (collectively, the "**Lisa AI: Magic Avatar, AI Art Parties**") from and against any loss, liability, claim, demand, damages, expenses or costs arising out of or related to your actions listed below:

- Your failure to comply with our Terms, including, without limitation, that anything you submit or contribute violate the rights of any third party or applicable laws;
- Any use or content you submit via our Services;
- Any activity in which you engage on or through the Services
- Any misrepresentation made by you.
- Your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights)

You agree to promptly notify Lisa AI: Magic Avatar, AI Art of any third party Claims, cooperate with Lisa AI: Magic Avatar, AI Art in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees).

## 9. Abuse of Lisa AI: Magic Avatar, AI Art Services

Lisa AI: Magic Avatar, AI Art reserves the right to investigate suspected violations of our Terms, of Service herein and may seek to gather information from the user who is suspected of violation, and from any other user. We will collect and use such information in accordance with our Privacy Policy.

In its sole discretion, Lisa AI: Magic Avatar, AI Art may restrict, suspend or terminate the account of any User who abuses or misuses the Services. By accepting our Terms of Service herein, you waive and

hold harmless Lisa AI: Magic Avatar, AI Art and Lisa AI: Magic Avatar, AI Art parties from any claims arising out of the action taken by Lisa AI: Magic Avatar, AI Art according to such misuse of the Services by either Lisa AI: Magic Avatar, AI Art or law enforcement authorities.

## **10. Intellectual Property Rights**

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, patents, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters, user-generated filters and other content contained therein (collectively, the “**Lisa AI: Magic Avatar, AI Art Content**”) are owned by or licensed to Lisa AI: Magic Avatar, AI Art and are protected by copyright laws and international copyright treaties and all other applicable intellectual property laws.

Using our Services does not give you ownership of any intellectual property rights in our Services. Lisa AI: Magic Avatar, AI Art and our licensors reserve all rights in and to our Services and the Lisa AI: Magic Avatar, AI Art content. You are hereby granted a limited, nonexclusive, nonassignable, non-sublicensable, revocable license to access and use our Services and Lisa AI: Magic Avatar, AI Art Content for your own personal use. However, such license does not give you the right to (a) sell, resell or commercially use our Services or Lisa AI: Magic Avatar, AI Art Content; (b) copy, reproduce, distribute, publicly perform or publicly display Lisa AI: Magic Avatar, AI Art Content, except as expressly permitted by us or our licensors; (c) use any data mining, robots or similar data gathering or extraction methods; or (d) use our Services or Lisa AI: Magic Avatar, AI Art Content other than as expressly provided in these Terms. Any use of our Services or Lisa AI: Magic Avatar, AI Art Content other than as specifically authorized herein, without our prior written consent, is strictly prohibited and will terminate the license granted under these Terms.

## **11. Copyright and Trademark Complaints**

If you believe that anything on our Services infringes any copyright that you own or control, you may notify Lisa AI: Magic Avatar, AI Art through ...

## **12. Disclaimer of Warranties**

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WHILE Lisa AI: Magic Avatar, AI Art ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE, WE CANNOT WARRANT THAT THE SERVICES PROVIDED ARE ACCURATE, RELIABLE, ERROR-FREE, UNINTERRUPTED; THE APPLICATION OR SERVICES OR THE SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE APPLICATION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS USERS' BEHAVIORS; THE USER SHALL INDIVIDUALLY AND SOLELY BE RESPONSIBLE FOR HIS/HER ACTIONS AND INTERACTION WITH OTHER USERS.

## **13. Limitation of Liability**

Lisa AI: Magic Avatar, AI Art AND THE OTHER Lisa AI: Magic Avatar, AI Art PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF Lisa AI: Magic Avatar, AI Art OR THE OTHER Lisa AI: Magic Avatar, AI Art PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE WILL NOT BE LIABLE TO ANY USER FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH USE OF, OR INABILITY TO USE THE Lisa AI: Magic Avatar, AI Art SERVICES.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT OF Lisa AI: Magic Avatar, AI Art OR THE OTHER Lisa AI: Magic Avatar, AI Art PARTIES OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **14. Applicable Law**



These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of Turkey. Any conflicts which may arise between the Application and the user shall initially be settled according to Turkish Law. In the event of failing to reach an agreement, both Parties agree, declare and undertake that courts of Istanbul will have exclusive jurisdiction.

#### **15. Severability**

Each of the provisions of these Terms are distinct and severable from the others. If at any time one or more of those provisions is or become invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired in any way.

We may agree to amend these Terms of use in order to ensure the terms are valid, lawful and enforceable.

#### **16. Changes to These Terms**

We may revise these Terms at any time by amending this page. The amendments in question, shall not be applicable to any conflict between us occurred before we publish the updated Terms, the date of amendment or the notification date of such amendments. It shall be deemed as you accept the amendments if you use the APPLICATION after any amendment to the Terms. If you do not want to continue using the APPLICATION under the updated Terms, you can terminate your account by contacting us.

#### **17. Third Party Contents**

Where our Services may contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those third party sites or resources.

#### **18. Subscription Management and Cancellation**

You can cancel your membership at any time, and you will continue to have access to the APPLICATION service through the end of your billing period.

Subscription cancellation and monetary claims are handled by Lisa AI: Magic Avatar, AI Art ; not by Apple. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial membership periods. To cancel, go to the "Account" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. If you signed up for APPLICATION using your account with a third party as a payment method and wish to cancel your membership, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the APPLICATION service through that third party.

Please note that deletion of the APPLICATION will not automatically terminate your subscription.