

Terms of Service

Release date: 2024-07-10 (version 1)

Welcome to Idolz, a software product developed and supported by Stormsail s.r.o. By registering and using our service, you agree to the following terms of service.

1. General Information

- **Company Name:** Stormsail s.r.o.
- **Company Contact Details:**
 - **Address:** Nové sady 988/2, Staré Brno, 602 00 Brno, Czech Republic
 - **Web:** www.stormsail.tech
 - **Email:** info@stormsail.tech
- **Product Name:** Idolz
- **Product Description:** Online software capable of generating high quality content that displays artificial persons in various real-life situations.

2. User Agreement

- **Definitions:**
 - **Service:** The software product developed by the Provider and used by the User, available online at app.idolz.ai.
 - **Provider:** Stormsail s.r.o., responsible for the development and support of the Service.
 - **User:** You, the person using the Service.
 - **Account:** Contains the Content created by the User, their contact information, current Credits balance and other data created while using the Service.
 - **Idol:** Virtual person created by the User in the Service.
 - **Idol slot:** Each Idol occupies a slot. The amount of slots is limited. The limit may be increased via an in-app purchase.
 - **Content:** Digital assets created by the User while using the Service, e.g. generated images of Idols.
 - **Registration:** Users are required to register and must provide truthful information while doing so.
- **Agreement:** By registering for the Service, Users agree to these terms.

3. Service Description

- **Functionality:**
 - Creation of virtual, realistic-looking personas (Idols) using generative AI technology.
 - Creation of images in which these personas are present.
- **Limitations:**

- Content created using generative AI may be imperfect and it may contain nudity without the User’s intent. The Provider is not liable for any issues arising from such Content.
- **Service Modifications**
 - The Provider reserves the right to modify or discontinue any aspect of the Service at any time. Significant changes will be communicated to Users via email.
 - Certain features may be released in beta and may not be fully functional or stable. The Provider is not liable for any issues arising from the use of beta features.

4. User Responsibilities

- **Acceptable Use:**
 - The User must not be a minor in their jurisdiction.
- **Prohibited Activities:**
 - The Service must not be used to create illegal or unethical content, including but not limited to abusive pornography and imitation of real or trademarked fictional characters.
 - The Service must not be used to create content displaying children (people 18 or younger) in any shape and form.
 - The Service must not be used to create content displaying extreme violence.
 - Usage of created Content for fraudulent activities, such as “catfishing,” is strictly prohibited.
 - Users must not have more than one Account registered in the Service.
 - Users must not use automated tools to access or use the Service.
 - Users must not cause harm to the Service or other Users.
 - Users must not sell their Account.
- **Account Security:**
 - Users are expected to use a strong password.
 - In case of Account theft, the User is expected to contact the Provider via email.

5. Payment Terms

- **Charges:**
 - Users are charged based on the number of Idol slots they purchase and the Content they generate.
 - Content generation costs Credits (in-app currency).
 - Additional Idol slots and Credits are purchased electronically within the Service. Idols may not be deleted in order to free up a slot.
- **Pricing:**
 - The prices of Idol slots, Credits, and their bundles is shown in the Service and are subject to change at any time.

- An overview of Credit costs for all supported Content generation types is listed in the Service and is subject to change at any time.
- Sales tax will be added to the price of purchases.
- **Payment Methods:**
 - Accepted methods include Visa, Mastercard, American Express, and China UnionPay globally. Apple Pay may be available based on the User’s geographical region.
 - All payments shall be in U.S. dollars.
- **Billing and Invoicing:**
 - Handled via a renowned third-party provider. Receipts and invoices are sent via email to the address provided by the User during check-out.
 - The User is responsible for getting familiar with the payment provider’s Terms of Service, which take precedence over these Terms.
- **Refund and Cancellation Policies:**
 - **General Policy:**
 - * In general, Credits and Idol slots cannot be refunded. However, in special circumstances, a refund may be allowed at the sole discretion of the Provider.
 - **Requesting a Refund:**
 - * Users should contact the Provider via email at info@stormsail.tech with their account details and reason for the request.

6. Intellectual Property

- The Provider holds all IP rights for the Service, including but not limited to source code, website design, audio, video and text included in the Service.
- Features created based on feedback or suggestion by the User entitle them to no intellectual property rights.
- The User holds all IP rights for the Content created using the Service.
- The User must ensure that their Content does not violate any copyright, privacy, or other rights of third parties. The Provider reserves the right to terminate the Service in case that the User creates Content that is in breach of these Terms.
- The Provider will not publish Content created by Users without their written approval.

7. Privacy and Data Protection

- The Provider is committed to protecting User data and adheres to industry standards for data security.
- The Provider stores no sensitive data related to payments.
- None of the Content created by the User is displayed to other Users.
- The Provider may access user created content for audit and issue investigation purposes.

- The Provider may collect and analyze usage statistics to improve the Service. These statistics are anonymized and do not contain personally identifiable information. Usage data may be shared with third-party partners for analytical purposes.

8. Service Availability and Support

- The Provider aims to respond to user support queries within 24 hours. While the Provider strives to maintain service availability, no specific uptime guarantee is provided.
- Scheduled downtime expected to last longer than 1 hour will be communicated to Users via email.
- Users may report unscheduled downtime to the Provider via email.

9. Termination and Suspension

- The Provider may terminate the User's account in case of a breach of these Terms.
- Users can request account termination via email. Upon termination, all user data and content will be deleted within 10 business days, except as required by law or as necessary to resolve any disputes. Refund policies described in Section 5 apply.

10. Disclaimers and Limitation of Liability

- The Provider gives no warranty regarding the quality of the Content.
- The Provider is not liable for any damages or losses caused by the Content.
- The User agrees to indemnify and hold harmless the Provider, its affiliates, and their respective officers, agents, partners, and employees from any claims, liabilities, damages, losses, and expenses, including legal fees, arising from or related to their use of the Service or violation of these Terms.

11. Amendments to the Terms

- The Provider reserves the right to update these Terms at any time.
- Users will be notified via email when these Terms are updated.

12. Governing Law and Dispute Resolution

- These terms are governed by the laws of the Czech Republic and the EU.
- Governing Court is the Court that has local jurisdiction over the Provider, e.g. the Municipal court in Brno, Czech republic.
- Dispute resolution may be handled by The Czech Trade Inspection Authority (<https://www.coi.cz/en/>).

13. Miscellaneous

- **Force Majeure:**
 - The Provider shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, supply shortages, or interruptions in telecommunications, internet services, or network provider services.
- **Severability:**
 - If any provision of these Terms is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.
- **Survival:**
 - Provisions of these Terms that by their nature should survive termination will survive termination, including but not limited to provisions regarding ownership, disclaimers, indemnity, and limitations of liability.
- **Entire Agreement:**
 - These Terms constitute the entire agreement between the User and the Provider regarding the use of the Service and supersede all prior or contemporaneous understandings and agreements, whether written or oral, regarding such subject matter.
- **Waiver:**
 - The failure of the Provider to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- **Third-Party Beneficiaries:**
 - These Terms do not confer any rights or remedies upon any third party other than the parties hereto and their respective successors and permitted assigns.

14. Contact Information

- Users can contact the company for questions or concerns regarding the terms of service via email: info@stormsail.tech.

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.