

Subject to these Terms of Service (this "Agreement"), Extrapolate.app ("Extrapolate", "we", "us" and/or "our") provides access to Extrapolate's AI-powered photo transformation platform (collectively, the "Services"). By using or accessing the Services, you acknowledge that you have read, understand, and agree to be bound by this Agreement.

If you are entering into this Agreement on behalf of a company, business, or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the term "you" shall refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use the Services.

#### **1. Acceptance of Terms**

By signing up and using the services provided by Extrapolate (referred to as the "Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). The Service is owned and operated by Extrapolate ("Us", "We", or "Our").

#### **2. Description of Service**

Extrapolate provides an AI-based tool for transforming and aging photographs ("the Product"). The Product is accessible at Extrapolate.app and other domains and subdomains controlled by Us (collectively, "the Website").

#### **3. Fair Use**

You are responsible for your use of the Service and for any content that you post or transmit through the Service. You may not use the Service for any malicious purpose, including but not limited to:

- Phishing or scam websites
- Pornography or adult content
- Betting or gambling
- Copyright infringement

We reserve the right to suspend or terminate your access to the Service if we determine, in our sole discretion, that you have violated these Terms of Service.

#### **4. Intellectual Property Rights**

You acknowledge and agree that the Service and its entire contents, features, and functionality, including but not limited to all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Us, our licensors, or other providers of such material

and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

**5. Photo Ownership**

We do not claim ownership of the photos you upload but reserve the right to use them for the purpose of providing the Services. All photos are automatically deleted if you delete your account or request to do so.

**6. Changes to these Terms**

We reserve the right to revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to the changes.

**7. Contact Information**

Questions or comments about the Website or these Terms of Service may be directed to our support team through the Crisp chatbox on our website.

**8. Disclaimer of Warranties**

THE SERVICE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

**9. Limitation of Liability**

IN NO EVENT WILL WE, OUR AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**10. Governing Law and Jurisdiction**

These Terms of Service and any dispute or claim arising out of or related to them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California.

## **Refunds**

At Extrapolate.app, we strive to provide a seamless experience for our users. As our services involve the electronic delivery of AI-generated images, we have established the following refund policy:

- 1. Nature of Services**

Due to the nature of our services, which involve the immediate generation and delivery of digital content, we cannot accept returns or issue refunds for any products or services once they have been delivered (ie: credits).

- 2. Exceptional Circumstances**

Refunds will only be considered in exceptional circumstances and at our discretion. We encourage users to carefully review all information about our services before making a decision.

- 3. Contact for Queries**

If you have any questions or concerns regarding our services or this refund policy, please feel free to contact us through the Crisp chatbox on our website. We are here to assist you.

- 4. Policy Changes**

This refund policy may be updated from time to time. We recommend reviewing this policy periodically to stay informed about our practices.

By using Extrapolate, you acknowledge that you have read these Terms of Service, understood them, and agree to be bound by them. If you do not agree to these Terms of Service, you are not authorized to use the Service. We reserve the right to change these Terms of Service at any time, so please review them frequently.