

# TERMS OF USE

Effective on 2025-12-01.

These Terms of Use ("**Terms**") apply to your access and use of the applications (collectively, our "Services") provided by Aleksandr Kobozev ("HotAi Lab", "we", "us" and/or "our"). **By downloading HotAi Lab's mobile application, you agree to these Terms. If you do not agree to these Terms do not access or use our Services.**

If you have any questions about these Terms or our Services, please contact us at the address below:

Aleksandr Kobozev

Email: [support@hotaibot.pro](mailto:support@hotaibot.pro)

## 1. Description of Services

HotAi Lab is an application based software that uses artificial intelligence algorithms to transform your photos into works of art or change the background or foreground, overlay objects with different objects. The application allows you to (a) take photos using the application or (b) upload preexisting photos onto the application. You can then share the photos through social media sites or store them for personal use. You can use HotAi Lab without registering.

## 2. Eligibility

You may access and use the Services only if you are legally capable of entering into a binding agreement under applicable law.

If you are accessing or using the 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 for compliance with these Terms.

### 3. Privacy

Please refer to our Privacy Policy [https://hotaibot.pro/docs/ios\\_privacy.pdf](https://hotaibot.pro/docs/ios_privacy.pdf) for information about how we collect, use and disclose information about you.

### 4. User Content

The Service may allow you to upload, submit, store, and process photos, images, and other content ("User Content") for the purpose of using the Service's features.

You retain all rights, title, and interest in and to your User Content. As between you and HotAi Lab, HotAi Lab does not claim ownership of your User Content.

#### 4.1. License to Use User Content

By submitting User Content through the Service, you grant HotAi Lab a **limited, non-exclusive, non-transferable, royalty-free, worldwide license** to use, process, reproduce, modify, and display your User Content **solely as necessary to provide, maintain, and improve the functionality of the Service**, including image processing, rendering, storage, and delivery of results to you.

This license:

- is **limited to the duration** necessary to provide the Service;
- **does not grant** HotAi Lab the right to sell, publicly distribute, or commercially exploit your User Content;
- **does not include** use of your User Content for advertising or promotional purposes without your explicit consent.

You acknowledge that technical processing of User Content may require transmission to HotAi Lab's servers or trusted third-party service providers acting on HotAi Lab's behalf, solely for the purpose of operating and improving the Service.

#### **4.2. Responsibility for User Content**

You represent and warrant that you own or have the necessary rights, permissions, and consents to submit the User Content and to grant the license described above, including the rights of any individuals depicted in the User Content.

You are solely responsible for your User Content and for any consequences arising from its submission or use of the Service.

#### **4.3. Removal and Retention**

HotAi Lab does **not permanently store** User Content on its servers.

User Content is transmitted to HotAi Lab's servers or trusted third-party service providers **solely for the purpose of performing the requested AI**

**image processing.** Once processing is completed and the result is delivered to you, the User Content is **automatically deleted from our servers within a short period of time**, except where temporary retention is required for technical reasons such as error handling, security, or abuse prevention.

HotAi Lab **does not use User Content to train, fine-tune, or improve artificial intelligence models**, and User Content is not retained for analytics, advertising, or marketing purposes.

You acknowledge that processed results may remain stored locally on your device or in destinations you choose (such as your photo library or third-party services), which are outside of HotAi Lab's control.

## **5. Premium Features and Subscriptions**

Certain features of the Service are available only to users who purchase a paid subscription ("Premium Features").

### **5.1. Payment and Billing**

Payment for Premium Features is processed through Apple's In-App Purchase system and is charged to your Apple ID account at the time of purchase.

### **5.2. Auto-Renewal**

Subscriptions automatically renew unless auto-renewal is turned off at least 24 hours before the end of the current subscription period.

Your Apple ID account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal.

### **5.3. Managing Subscriptions**

You can manage or cancel your subscription at any time through your Apple ID account settings on your device. Deleting the App does not cancel your subscription.

### **5.4. Access to Premium Features**

Access to Premium Features remains available for the duration of the active subscription period. If a subscription expires or is canceled, access to Premium Features will automatically end at the conclusion of the current billing period, in accordance with Apple's policies.

### **5.5. Refunds**

Payments and refunds are handled by Apple in accordance with Apple's App Store terms and policies. HotAi Lab does not independently process refunds or billing adjustments.

## **6. Prohibited Conduct and 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. 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 HotAi Lab;
- 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.

You may also only post or otherwise share User Content that is non-confidential and you have all necessary rights to disclose. You may not create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, 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 HotAi Lab or others to any harm or liability of any type.

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.

## **7. Limited License; Copyright and Trademark**

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters and other content contained therein (collectively, the "**HotAi Lab Content**") are owned by or licensed to HotAi Lab and are protected laws. Except as explicitly stated in these Terms, HotAi Lab and our licensors reserve all rights in and to our Services and the HotAi Lab Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and HotAi Lab Content for your own personal use; however, such license is subject to these Terms and does not include any right to: (a) sell, resell or commercially use our Services or HotAi Lab Content; (b) copy, reproduce, distribute, publicly perform or publicly display HotAi Lab Content, except as expressly permitted by us or our licensors; (c) modify the HotAi Lab Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or HotAi Lab Content, except as expressly set forth in these Terms; (d) use any data mining, robots or similar data gathering or extraction methods; or (e) use our Services or HotAi Lab Content other than as expressly provided in these Terms. Any use of our Services or HotAi Lab Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license



granted under these Terms. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the HotAi Lab Content.

## **8. Feedback**

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about HotAi Lab or our products or Services (collectively, **"Feedback"**), is non-confidential and will become the sole property of HotAi Lab. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **9. Copyright Complaints**

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others.

## **10. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless HotAi Lab and each of our respective officers, directors, agents, partners and employees (individually and collectively, the **"HotAi Lab Parties"**) from and against any loss, liability, claim, demand, damages, expenses or costs ("Claims") arising out of or related to (a) your

access to or use of our Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify HotAi Lab Parties of any third party Claims, cooperate with HotAi Lab Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the HotAi Lab Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and HotAi Lab or the other HotAi Lab Parties.

## **11. Disclaimers**

We do not control, endorse or take responsibility for any User Content or third-party content available on or linked to by our Services.

Your use of our Services is at your sole risk. Our Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, HotAi Lab does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While HotAi Lab attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other

harmful components. You assume the entire risk as to the quality and performance of the Services.

### **11.1. Artificial Intelligence Disclaimer**

The Service uses artificial intelligence technologies to generate, modify, or enhance images based on user-provided content. You acknowledge and agree that:

- AI-generated or AI-processed results may be **inaccurate, incomplete, or unexpected** and may not reflect real-world characteristics.
- Results are generated automatically and **are not reviewed or verified by humans**.
- The Service is provided for **creative and informational purposes only** and is not intended for professional, medical, legal, financial, or other regulated use.
- You are solely responsible for how you use, share, or rely on any results generated through the Service.

HotAi Lab makes no guarantees regarding the accuracy, reliability, or suitability of AI-generated results and disclaims any liability arising from your use of such results, to the maximum extent permitted by applicable law.

## **12. Limitation of Liability**

HotAi Lab and the other HotAi Lab 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 HotAi Lab or the other HotAi Lab Parties have been advised of the possibility of such damages.

The total liability of HotAi Lab and the other HotAi Lab Parties, for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our Services.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of HotAi Lab or the other HotAi Lab Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

### **13. Transfer and Processing Data**

Transfer and storage of information about you is governed by our Privacy Policy.

### **14. Governing Law and Venue**

These Terms and your access to and use of the Services shall be governed by and construed in accordance with applicable laws, without regard to conflict of law principles.

## **15. Changes to these Terms**

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Services and update the "Last Updated" date above. We may also attempt to notify you by sending an email notification to the address associated with your account, if any, or providing notice through our Services. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

## **16. Termination**

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

## **17. Severability**

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

## **18. Additional Terms Applicable to iOS Devices**

The following terms apply if you install, access or use the Services on any device that contains the

iOS mobile operating system (the "App") developed by Apple Inc. ("Apple").

Acknowledgement. You acknowledge that these Terms are concluded solely between us, and not with Apple, and HotAi Lab, not Apple, is solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the App Store shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Usage Rules.

Scope of License. The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod touch or iPad that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.

Maintenance and Support. You and HotAi Lab acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The parties acknowledge that

to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of HotAi Lab. However, you understand and agree that in accordance with these Terms, HotAi Lab has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.

Product Claims. You and HotAi Lab acknowledge that as between Apple and HotAi Lab, HotAi Lab, not Apple, is responsible for addressing any claims relating to the App or your possession and/or use of the App, including, but not limited to (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.

Intellectual Property Rights. The parties acknowledge that, in the event of any thirdparty claim that the App or your possession and use of the App infringe that third party's intellectual property rights, HotAi Lab, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) you are not listed on

any U.S. Government list of prohibited or restricted parties.

Third-Party Terms of Agreement. You agree to comply with any applicable third-party terms when using the Services.

Third-Party Beneficiary. The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof).

## **19. Miscellaneous**

These Terms constitute the entire agreement between you and HotAi Lab relating to your access to and use of our Services. The failure of HotAi Lab to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.