

Terms of Service

Effective Date: October 01, 2024

Last Updated: June 9, 2025

Acceptance of These Terms of Service

ExploreApps sp. z o.o. ("ExploreApps," "we," "our" and "us") provides our apps (referred to as "app", "Service") and related content. All access and use of the Service is subject to the terms and conditions contained in these Terms of Service. By accessing, browsing, or otherwise using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept these terms, you must not access or use the Service. We reserve the right, at our sole discretion, to modify or update portions of these Terms of Service at any time. Your continued use of the Service after such changes indicates your acceptance of the Terms. If you do not agree to any new terms, you must stop using the Service immediately. By using the Service, you also acknowledge and agree that your use complies with all applicable international, federal, state, and local laws and regulations, including but not limited to data protection laws (such as GDPR, CCPA) and emerging AI regulations.

Your Privacy

At ExploreApps, we respect the privacy of our users and comply with applicable data protection laws. For detailed information, please see our updated Privacy Notice, located at <https://exploreapps.co/privacy-policy> (the "Privacy Notice"). By using the Service, you consent to our collection, use, and disclosure of personal data and other data as outlined therein.

You understand and agree that ExploreApps may process your data, including personal and non-personal data, for the purpose of providing, improving, and developing AI functionalities of the Service in accordance with applicable privacy laws and ethical AI standards.

You have rights under applicable data protection laws, including rights to access, rectify, delete, or restrict processing of your personal data, and to object to automated decision-making, including profiling, in connection with the AI functionalities.

Additional Terms

In addition to these Terms, specific features of the Service may be governed by additional terms posted within the Service from time to time. Your use of those features indicates your acceptance of those additional terms.

General Practices Regarding Use and Storage

You acknowledge that ExploreApps may establish general practices and limits concerning use of the Service, including limits on data storage and account inactivity. ExploreApps reserves the right to terminate accounts (and all associated submissions and outputs) inactive for extended periods. These practices and limits may be updated at any time, with or without notice.

Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of Poland, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the common courts having jurisdiction over the registered seat of ExploreApps for the resolution of any disputes arising out of or relating to these Terms or the Service.

Disclaimer

Your use of the Service and any output is at your sole risk. The Service and output are provided "as is" and "as available." ExploreApps expressly disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement.

Because the Service incorporates AI-generated content, you acknowledge that some outputs may be inaccurate, incomplete, or biased, and should be used with caution. ExploreApps does not guarantee

the legality, reliability, or suitability of any AI-generated content for any specific purpose.

ExploreApps makes no warranty that:

- (a) the Service will meet your requirements;
- (b) the Service will be uninterrupted, timely, secure, or error-free;
- (c) the results obtained from use of the Service will be accurate or reliable;
- (d) your use of any output will not infringe third-party rights; or
- (e) any products, services, information, or materials purchased or obtained through the Service will meet your expectations.

Limitation of Liability

You agree that ExploreApps shall not be liable for any indirect, incidental, consequential, special, exemplary damages, or loss of profits or data arising from your use or inability to use the Service or outputs, including AI-generated content.

Under no circumstances will ExploreApps' total liability exceed US\$100.

Some jurisdictions do not allow certain disclaimers or limitations of liability; thus, some limitations may not apply to you.

Accuracy of Materials

The Service may contain errors or outdated information. Materials may be changed at any time without notice. The Service makes no commitment to update any materials.

Conditions of Access and Use

User Conduct:

You are solely responsible for your use of the Service, including any submissions uploaded or shared and any AI-generated outputs you use or distribute. You must ensure that all submissions and uses comply with applicable laws, third-party rights, and ethical standards.

The Service does not endorse user submissions or outputs. ExploreApps disclaims liability for any user-generated content or actions related to use of the Service.

You agree NOT to use the Service or outputs to:

- Violate intellectual property rights or proprietary rights of others;
- Upload malicious code or anything harmful to devices or networks;
- Create or disseminate content that violates privacy or security rights;
- Distribute unsolicited advertising, spam, or fraudulent schemes;
- Generate unlawful, harmful, abusive, defamatory, hateful, discriminatory, obscene, or objectionable content;
- Impersonate others or misrepresent affiliations;
- Solicit personal information from minors;
- Harvest or distribute personal information without consent;
- Promote illegal activities or criminal enterprises;
- Circumvent any content protections or geographic restrictions, including VPN misuse;
- Use data mining, scraping, or automated extraction tools without permission;
- Use the Service or outputs to develop or train competing AI technologies or models;
- Attempt to circumvent blocks or restrictions imposed by ExploreApps.

Responsibility for Content

You acknowledge all content submitted or generated through the Service is your responsibility. You warrant that:

- You hold or have obtained all rights and permissions necessary to submit and use your content and to allow ExploreApps to use it;
- Your submissions and their use in the Service (including AI training, output generation, or improvement) do not violate laws or third-party rights;

- No additional permissions or payments are required to use your content as described above.

ExploreApps reserves the right to remove content and suspend users violating these terms, and to report violations to authorities as required by law.

Intellectual Property Rights

Service Content: You acknowledge and agree that the Service may contain content or features ("Service content") protected by copyright, patent, trademark, trade secret, or other proprietary rights and applicable laws, including international intellectual property laws and regulations related to artificial intelligence. Except as expressly authorized by ExploreApps or otherwise under these Terms of Service, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, sublicense, or create derivative works based on the Service or the Service content, in whole or in part, except that this does not apply to content you upload or make available through the Service in accordance with these Terms. Any unauthorized use is strictly prohibited.

Trademarks: The ExploreApps name and logos are trademarks and service marks of ExploreApps (collectively the "ExploreApps Trademarks"). Other company, product, and service names and logos displayed via the Service may be trademarks or service marks of their owners, who may or may not endorse or be affiliated with ExploreApps. Nothing herein grants any license or right to use ExploreApps Trademarks without prior written permission. All goodwill generated from use of ExploreApps Trademarks shall inure exclusively to ExploreApps.

Third-Party Material: ExploreApps is not liable for any third-party content (including users' content), including errors, omissions, or any loss or damage arising from such content. ExploreApps does not pre-screen content but reserves the right to remove or refuse any content violating these Terms or applicable laws, including international AI content regulations. You bear all risks related to use of such content.

Content Ownership and License: You represent and warrant you own or have all rights and consents for any content you submit. By submitting content, you grant ExploreApps and affiliates a worldwide, non-exclusive, royalty-free, sublicensable, assignable, perpetual, irrevocable license to use, reproduce, modify, distribute, create derivative works, perform, display, communicate, transmit, and make available the content in any media, for purposes including Service operation, improvement, monetization, promotion, and AI model training.

This license allows ExploreApps to sublicense content use to other users and publicly identify that output was generated via the Service. You waive all moral rights ("droit moral"). If submissions contain personally identifiable information, ExploreApps may republish such information following applicable privacy laws.

ExploreApps may, at its sole discretion, monitor, edit, remove, or disclose content to comply with laws or protect rights.

Paid Tier Users: You are granted a transferable, royalty-free license to use, reproduce AI-generated outputs. Due to the nature of AI, ExploreApps cannot guarantee exclusivity or authorship rights under applicable copyright laws.

Free Tier Users: Outputs are provided for personal, non-commercial use only and must include visible attribution to ExploreApps. You may not distribute, reproduce, or commercialize outputs without prior written consent.

Public Sharing and Privacy: Outputs may be publicly available in third-party apps and accessed or modified by others, unless you adjust privacy settings to keep outputs private.

Non-uniqueness: AI-generated outputs may not be unique; identical or similar outputs can be generated for others and are not your property.

Usage Data: You authorize ExploreApps and third parties to collect and use aggregated, anonymized usage data under applicable laws and our Privacy Notice.

Feedback: Any feedback you provide is non-confidential and may be used by ExploreApps without obligation or compensation.

Content Preservation and Disclosure: ExploreApps may preserve or disclose content to comply with law, enforce terms, respond to claims, or protect rights and safety. Service operation may involve transmissions across networks and technical adaptation.

Your Registration Obligations

You may need to register and provide true, accurate, current, and complete information. Registration data is governed by our Privacy Notice. You must be 13+ years old to use the Service. Under-18 users need explicit parental or guardian consent, which ExploreApps may verify.

Member Account, Password and Security

You are responsible for password confidentiality and all activity under your account. Notify ExploreApps immediately of unauthorized use or breaches and log out after each session. ExploreApps is not liable for damages from failure to comply.

Modifications to Service

ExploreApps may modify, suspend, or discontinue the Service (or parts) at any time, with or without notice, without liability.

Purchases

Full Service use may require purchase or subscription. Payments are charged via your platform account (e.g., iTunes). Subscriptions auto-renew unless canceled 24 hours before the period end. You may disable auto-renewal anytime. Prices vary by plan and country.

Subscription options (subject to change):

- 1-week subscription – from US\$ 0.49
- 1-month subscription – from US\$ 0.99
- 1-year subscription – from US\$ 3.99

The price displayed at purchase is final.

AI Ethics and Compliance with Privacy Laws

AI Ethics: ExploreApps is committed to responsible AI use, ensuring that AI models operate transparently, fairly, and safely. We strive to avoid bias, respect user privacy, and maintain accountability for AI-generated content. Users must not use the Service to generate or disseminate content that promotes discrimination, misinformation, violence, or infringes any applicable laws or rights. You remain solely responsible for outputs you generate or share.

No Professional Advice

The Service and any AI-generated content or recommendations do not constitute and are not intended to substitute for professional advice, including but not limited to legal, financial, medical, or psychological advice. Always seek the advice of a qualified professional before making decisions based on outputs from the Service.

Restricted Industry Use

You may not use the Service or its outputs in regulated industries such as healthcare, finance, or education without ensuring full compliance with applicable regulations and conducting independent verification. ExploreApps disclaims any liability for the use of the Service in such contexts.

Automated Decision-Making

Certain features of the Service may involve automated decision-making, including profiling. These features do not produce legally binding decisions. You have the right, under applicable data protection laws, to request human review, express your point of view, and contest automated decisions. Where automated decision-making occurs, it is based solely on your interaction with the Service and does not produce legal or similarly significant effects. You may contact us to request human intervention.

Export Compliance

You agree to comply with all applicable export and re-export control laws and regulations. You represent and warrant that you are not located in, or a citizen or resident of, any country or territory subject to comprehensive U.S. sanctions or export restrictions. You also agree not to use the Service for any end-use prohibited by applicable export laws, including for the development of weapons or surveillance systems.

Data Retention and Backup

ExploreApps does not guarantee the storage, backup, or availability of any user content or outputs. You are solely responsible for exporting, securing, and maintaining copies of your content. Inactive accounts may be permanently deleted after 90 days of inactivity without prior notice.

Data Protection (GDPR & CCPA Compliance):

- We collect, process, and store personal data in compliance with GDPR (General Data Protection Regulation) for EU users, and CCPA (California Consumer Privacy Act) for California residents.
- You have rights regarding your personal data, including access, correction, deletion, and objection to processing.
- For details on how we collect and use your data, please review our Privacy Notice.
- If you are a resident of jurisdictions with applicable privacy laws, you may exercise your rights by contacting us at support@exploreapps.co.

Children's Privacy: We do not knowingly collect personal data from children under 13 without parental consent and take steps to protect children's privacy in accordance with applicable laws.

Severability and Entire Agreement

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. These Terms, along with our Privacy Notice, constitute the entire agreement between you and ExploreApps with respect to the Service and supersede all prior understandings or agreements, whether written or oral.

Contact

For questions regarding these Terms or Privacy, contact support@exploreapps.co