

Terms & Conditions

Version date: 10/10/2023

1) Acceptance of Loopsie's Terms of Use Agreement

 In this section You can find all the contractual documentation that You will need to view in order to use Loopsie. The contractual relationship between You and Loopsie also includes the Privacy Policy, which You will need to review and accept in order to enjoy the Services offered.

Thank You for using the Loopsie App. These Terms & Conditions constitute a legally binding agreement (hereinafter “**Agreement**” or “**Terms**”) between You, (“**You**” “**Your**”), and KRNL S.r.l. (“**Company**”). By creating an account, You accept to be bound by (i) these Terms & Conditions and (ii) the [Privacy Policy](#).

This Agreement explains Your rights with respect to images, prompts, and feedback that You generate by using our service, as well as the use of the Service and other pivotal topics such as the intellectual property (“**IP**”) of the aforementioned contents (the “**Generated Assets**”).

The date on which You accept this Agreement is the commencement of this Agreement’s effectiveness (the “**Effective Date**”).

Every now and then, we may update the Terms and show them to You again. If You keep using the services, it means You're okay with the changes. But if You don't agree with this Agreement, please stop using the services.

2) Loopsie Service

 Here, we'll walk You through the services Loopsie has to offer.

Loopsie is a mobile application that provides a diverse range of services geared towards the creation of immersive photos and videos. Its prominent features encompass the following:

- **3D Effects:** The app empowers users to generate captivating 3D effects for both photographs and videos that they upload to the platform;
- **AI editing:** Advanced photo and video editing service powered by artificial intelligence. Users can customize their images and video clips with a wide range of filters and creative effects, all powered by AI.

(hereinafter collectively as “**Service**” or “**App**”)

3) Account and Age Requirements

 This section provides valuable insights and guidelines on creating and effectively managing Your account. Moreover, You will be aware whether You meet all the requirements to use the Services offered by Loopsie.

Before using the App, You are required to register for an account (the “**Account**”). To create an Account, You should:

- be at least 21 years old or the age of majority to legally enter into a contract under the laws of Your home country;
- be anyway legally allowed to use the App by the laws of Your country;
- comply with the laws of the United States and any other relevant jurisdiction to use the Service. This means that You can be prohibited from using the Service in a few cases, such as being listed in the U.S. Treasury Department's "Specially Designated Nationals" list or being subject to similar prohibitions.

If You decide to stop using the app, You can delete Your Account by sending an email to ios.support@loopsie.it. We will handle Your profile information in accordance with our [Privacy Policy](#). If You attempt to create a new account using the same credentials during this time period, Your Account will be permanently deleted.

4) License granted to You



Loopsie provides You with a license to access the Service. This license is essentially an agreement that outlines the legal parameters of usage and transfer of the software under the ownership of the copyright holder. In other words, this section of the agreement sets out the specific regulations on what actions are permitted or restricted while You are using the app.

Provided that You comply with these Terms and make the necessary payment for either subscription or single service fees, we will offer You a limited, revocable, non-transferrable, non-sublicensable, non-exclusive, non-commercial license to utilize the Services and install the App on a device that You lawfully possess and control.

You are forbidden to use the Service in a way that is not included in the license provided by the Company. Specifically, You may not:

- rent, lease, lend, sell, distribute, sublicense, or otherwise transfer or make available in any other way the Services;
- copy, decompile, reverse engineer, disassemble, attempt to derive source code, modify, alter, imitate, adapt, translate, or create derivative works from the Services, updates, content, or any part thereof (unless these restrictions are prohibited by applicable law or allowed by the license terms governing the use of any open-source components, included in the Generated Assets).

5) Use of Service



Since we are both parties to a contract, there are certain expectations we need to fulfill, and we kindly ask You to do the same :-). Please take care when handling Your login information, as everything You upload to Loopsie is Your responsibility. It's a good idea to keep Your personal information up-to-date and accurate, and we also expect You to respect the security of our systems and not engage in any activity that could harm them.

In order to prevent unauthorized or improper use, You are obligated to **safeguard and refrain from disclosing**, either directly or indirectly, **the login credentials** required to access the Service. You remain responsible for any misuse of the login credentials.

It is strictly **prohibited to share Your account or registration information with anyone else**. You are solely responsible for the confidentiality of Your registration information, and You should not let anyone else access Your account. In the unlikely event that You become aware of or suspect any security breach, including theft, loss, or unauthorized disclosure of Your registration information, You must notify us immediately and modify Your registration information. You will be held accountable for all uses of Your registration information, including purchases, whether authorized by You or not.

It is strictly prohibited to upload any image that contains subjects other than Yourself.

You warrant that any photographs of Your face or half-bust uploaded to the App **are an accurate representation of Your own likeness** and that such uploads do not violate the privacy rights of other users or non-users of the App.

YOU ARE RESPONSIBLE FOR **ENSURING THE ACCURACY AND TRUTHFULNESS OF ALL DATA AND INFORMATION PROVIDED** WHILE USING THE SERVICE, AND YOU MUST KEEP THIS INFORMATION UP TO DATE. IN PARTICULAR, YOU AGREE TO KEEP YOUR IDENTIFYING INFORMATION UP-TO-DATE, INCLUDING THEIR REGISTERED OFFICE AND/OR OTHER LOCATION INFORMATION FOR BILLING PURPOSES (WHERE APPLICABLE). YOU ACKNOWLEDGE THAT ANY COMMUNICATIONS SENT BY THE COMPANY TO THE LAST DISCLOSED ADDRESS AND CONTACT INFORMATION PROVIDED BY YOU SHALL BE DEEMED RECEIVED AND KNOWN BY YOU.

YOU BEAR **FULL RESPONSIBILITY FOR THE PICTURES** THAT YOU UPLOAD TO THE APP AND YOU **ASSUME LIABILITY** FOR ANY DIRECT OR INDIRECT DAMAGES THAT MAY ARISE, INCLUDING THOSE INCURRED BY THIRD PARTIES, IN THE EVENT THAT THE CONTENT FAILS TO MEET THE SERVICE'S REQUIREMENTS, THEREBY CAUSING HARM TO THE COMPANY.

YOU AGREE NOT TO TAKE ANY ACTION THAT MAY POTENTIALLY **COMPROMISE THE SECURITY OF THE SYSTEMS** OR EQUIPMENT THAT YOU HAVE ACCESS THROUGH THE SERVICE.

YOU BEAR FULL RESPONSIBILITY FOR THE INPUT GIVEN TO LOOPSIE AI-BASED MESSAGING SERVICE AND ALL THE PERSONAL DATA YOU PROVIDE TO THE APP THROUGH THIS SERVICE.

You agree not to upload content to the App that:

- is defamatory, obscene, or pornographic;
- directly or indirectly violates any applicable laws, rules, or regulations;
- is harmful, such as malware, viruses, trojans, and the like, or interferes with or restricts access to the App;
- manifests or falsely represents the affiliation of other Users or third parties, or is otherwise fraudulent, false, deceptive, or misleading;
- uses automated tools to artificially promote content;
- promotes third-party products or businesses;
- interferes or otherwise conflicts with the Company's computer or network systems, or Loopsie's security measures.

6) Prohibited Uses



Here are listed all of the prohibited uses that will result in the automatic revocation of the license and termination of the Agreement.

You agree that You will not:

- allow individuals or entities who are not party to this agreement to access the service using Your profile;
- use the Products in any manner not permitted by these Terms;
- use the Products for any purposes prohibited by applicable laws or regulations, or in any manner that violates or infringes upon the rights of others is not allowed;
- share, distribute, publish, or otherwise communicate any content that is illegal, deceitful, damaging, slanderous, inaccurate, aggressive, sexually explicit, vulgar, offensive, intimidating, discriminatory, or racist, or any content that promotes or encourages such behavior, or any content that infringes on someone else's rights (including, but not limited to, intellectual property, privacy, and publicity rights).
- use any materials or content that would infringe upon the intellectual property rights of any third party not explicitly covered by this Agreement;
- copy or modify the Products;
- perform any action of copying or modifying the Products, with the exception of those explicitly allowed under these Terms;
- circumvent, bypass, defeat, modify, tamper or disable any content protection system, digital rights management, security feature or functionality in the Products;
- permit others to perform any of the aforementioned actions.

YOU ARE SOLELY RESPONSIBLE FOR THE IMAGES YOU GENERATE AND AGREE NOT TO USE THE IMAGES IN A WAY THAT VIOLATES THE RIGHTS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY RIGHTS, COPYRIGHTS, AND PRIVACY RIGHTS. PLEASE BE AWARE THAT LOOPSIE HAS THE RIGHT TO TERMINATE YOUR ACCESS TO THE SERVICES WITHOUT PRIOR NOTICE IF IT BELIEVES THAT THE OUTPUT GENERATED THROUGH THE PICTURE EVALUATION SERVICE VIOLATES THESE TERMS AND CONDITIONS OR ANY APPLICABLE LAW.

Our Company retains the authority to suspend or terminate Your access to our Services for any reason, including suspicion or reasonable likelihood of violation of one or more provisions in our Terms.

7) Purchases, Subscriptions and Auto Renewals



Here You can find useful information about our Services and how to pay for them. We understand that it can be confusing to navigate fees and payments, which is why we have compiled a comprehensive guide to help You better understand our fee structure. It is crucial to be aware of when Loopsie is entitled to receive a fee for its activities, so we highly recommend that You read this section carefully. We hope that this information will provide You with the clarity You need to make the most of our Services.

Loopsie offers a subscription option that grants you unrestricted access to the services detailed in paragraph 2. The aforementioned subscription can be acquired on a monthly or yearly basis, depending on the user's preference.

AFTER THE INITIAL TERM OF YOUR SUBSCRIPTION, WHETHER IT'S MONTHLY OR YEARLY, YOUR **SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR THE SAME DURATION UNLESS YOU**

ACTIVELY CANCEL IT 24 HOURS BEFORE THE EXPIRY DATE. YOU CAN REQUEST THE CANCELLATION OF YOUR SUBSCRIPTION BY VISITING YOUR APP STORE PROFILE PAGE. IF YOU UNINSTALL THE APP, YOU WILL NOT AUTOMATICALLY CANCEL YOUR SUBSCRIPTION. IN THE EVENT THAT YOU CHOOSE TO CANCEL YOUR SUBSCRIPTION DURING AN ACTIVE SUBSCRIPTION PERIOD, YOU WILL NOT RECEIVE A REFUND FOR ANY FEES PAID AND YOU WILL STILL HAVE ACCESS TO THE SUBSCRIBED PRODUCTS UNTIL THE END OF THE CURRENT PERIOD. SUBSCRIPTION FEES ARE SUBJECT TO CHANGE AT OUR DISCRETION, BUT ANY CHANGES WILL NOT AFFECT FEES PAID PRIOR TO THE CHANGE.

If You decide to cancel Your subscription before the end of the current subscription period, Your cancellation will take effect the day after the last day of the current subscription period. As a result, You will be downgraded to the free version of our Service. Please note that We do not offer refunds or credits for any partial subscription periods unless expressly stated in these Terms.

8) Suspension and Termination



Read this section well! This explains when Loopsie's Services may be suspended and when service termination occurs.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCESS TO ANY OR ALL OF OUR SERVICES FOR VARIOUS REASONS. SUCH REASONS MAY INCLUDE (I) IF WE SUSPECT ANY THREATS OR ATTACKS ON OUR SERVICES OR SYSTEMS, OR ANY DATA STORED IN OUR SYSTEMS; (II) IF YOUR USE OF OUR PRODUCTS BECOMES DISRUPTIVE OR POSES A SECURITY RISK TO US, OUR CUSTOMERS OR VENDORS; (III) IF YOU USE OUR PRODUCTS FOR FRAUDULENT OR ILLEGAL ACTIVITIES; (IV) IF PROVIDING YOU WITH OUR PRODUCTS VIOLATES ANY APPLICABLE LAWS OR REGULATIONS; WE WILL DO OUR BEST TO PROVIDE YOU WITH NOTICE OF ANY SUSPENSION OF OUR PRODUCTS AND KEEP YOU UPDATED REGARDING THE RESUMPTION OF ACCESS. HOWEVER, WE WILL NOT BE HELD LIABLE FOR ANY DAMAGE, LOSSES, OR OTHER CONSEQUENCES RESULTING FROM A PRODUCT SUSPENSION.

If the Service is suspended for any of the reasons outlined in this article, You will not be eligible for a refund for the ongoing subscription period.

To ensure compliance with these Terms, We employ a combination of automated systems and human moderators to monitor and review Your accounts and messages.

WE RESERVE THE RIGHT TO TAKE NECESSARY ACTIONS, AT OUR SOLE DISCRETION, INCLUDING TERMINATING OR SUSPENDING ACCOUNTS, RESTRICTING ACCESS TO THE APP, OR UTILIZING ANY AVAILABLE MEANS, SUCH AS OPERATIONAL, TECHNOLOGICAL, LEGAL, OR BLOCKING SPECIFIC IP ADDRESSES, TO ENFORCE THESE TERMS. WE MAY DO SO AT ANY TIME, WITHOUT PRIOR NOTICE OR LIABILITY.

These Terms will remain in effect until we, at our sole discretion, **terminate them without notice**, or until You cancel Your account and terminate all active subscriptions. You have the freedom to stop using our Services at any time. For details on canceling Your subscription or automatic renewals, please refer to section 7 (Purchases, Subscriptions and Auto Renewals). Remember that if You do not comply with any of the provisions mentioned in these Terms, Your rights will automatically terminate.

If these Terms expire, terminate, or get canceled for any reason, both parties' rights and obligations, including the license granted to You in section 4, will come to an immediate end. However, any provisions in these Terms that are meant to survive termination or expiration will do so.

9) Loopsie intellectual property rights



We take great pride in the Services we have developed. It is important to note that all intellectual property rights are owned by the Company and any actions that infringe upon these rights are strictly prohibited by law. However, we want to remind You that any content You create on our platform is considered Your property, but please refer to the following paragraph for this specific information ;-)

The Company holds **complete ownership and retains all rights, title, and interest in the Services we provide**. This includes all intellectual property rights, registered or unregistered, such as patents, copyrights, trademarks, trade secrets, and other confidential information. We also own the derivative works and all other rights to the Products, including trade dress, trade names, logos, corporate names, and domain names, along with any associated goodwill. Your rights, as granted by these General Conditions, are limited. Specifically, You are not allowed to copy, extract, or otherwise share the content of the App or Services, or any portion thereof, with third parties, or taking any other actions that may violate the content of the Platform.

10) Generated Content



Please take the time to thoroughly read and comprehend this section, as it is a crucial component of the contract. By reviewing this section attentively, You will gain a clear understanding of the permissible and impermissible actions that relate to the content You produce using Loopsie. Our Service is a source of great pride for us, and one of its distinguishing features is the fact that we grant our users **full ownership of the assets** they generate, along **with a valid commercial license!**

Subject to the license outlined above, any Generated Asset created by You through the use of the Services shall be owned by You, to the fullest extent permitted by law. Upon using Loopsie's Assets Generator, You obtain complete ownership over the resulting images. Loopsie does not assert any ownership rights over the images. Nonetheless, Loopsie maintains ownership over the used Generative Model which generates Your images, and You do not hold any claim to it. YOU ACKNOWLEDGE AND AGREE THAT OTHER INDIVIDUALS MAY OBTAIN COMPARABLE OR SIMILAR RESULTS FROM THE APPLICATION. IN SUCH INSTANCES, YOU SHALL NOT CLAIM ANY ENTITLEMENT OR COMPENSATION FROM THE APPLICATION.

IF YOU COMMERCIALY EXPLOITS THE IMAGES GENERATED THROUGH THE APPLICATION, LOOPSIE RESERVES THE RIGHT TO USE THE LOGO OF THE COMPANY FOR PROMOTIONAL PURPOSES.

Please keep in mind that any content created by You may be utilized by us to manage, develop, and enhance our services, in compliance with our [privacy policy](#).

We value any feedback, comments, or suggestions that can help us improve our services ("Feedback"). By providing us with Feedback, You are granting us a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable, and transferable license to utilize any and all intellectual property rights that You possess or control. This license allows us to make use of, reproduce, publicly display, publicly perform, modify, adapt, translate, create derivative works from, reverse engineer, broadcast, distribute, sell, exploit or otherwise make available the Feedback, or any portion thereof, in any media or technology currently known or developed in the future. You will not receive any form of remuneration, compensation, or credit for Your Feedback.

11) Takedowns Policy

 We strive to uphold ethical and just principles in all our actions! In this section, You can find all the necessary steps to take in case our generative model accidentally infringes upon Your trademark or copyright.

If You suspect that any material present on or linked to by the Services infringes Your copyright or trademark, kindly send a notice of claimed infringement to ios.support@loopsie.it with the subject line "TAKEDOWN REQUEST". Please provide the following details in Your notice:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- the name or mark of the copyrighted work You believe has been infringed. If Your claim involves multiple works, please provide a representative list of those works;
- a clear and detailed description of the material You believe is infringing, so that we can locate and identify it with ease;
- sufficient contact information, including Your name, mailing address, phone number, and email address if available, in order for us to be able to reach You easily;
- a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner.

N.B: If the rights of the copyright owner are based on the laws of a country other than the United States, kindly specify the name of that country.

12) Warranties

 While we make sure to provide You with the best possible service, we may sometimes make mistakes. So find in this clause some cases where we cannot take responsibility.

AS A USER OF THE PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT USING THEM IS SOLELY AT YOUR OWN RISK. THE SERVICES, INCLUDING ALL CONTENTS AND FEATURES AVAILABLE THROUGH THEM, ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"** WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY.

You acknowledge that the App generates images using AI technology and that the results may vary based on various factors, including but not limited to the quality of the input data and the complexity of the desired output.

YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE APP AND AGREE TO USE THE APP AT THEIR OWN DISCRETION AND RISK. ACCORDINGLY, WE DISCLAIM ALL WARRANTIES AND CONDITIONS REGARDING THE PRODUCTS, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, **SATISFACTORY QUALITY**, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. IF YOU BECOME DISSATISFIED WITH THE APP OR SITE FOR ANY REASON, YOUR ONLY SOLUTION IS TO DISCONTINUE USING THE APP.

WE DO NOT GUARANTEE THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS, BE CONSTANTLY AVAILABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT THE SITE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. IF ANY OF THE PRODUCTS PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR CORRUPTION OF DATA RESULTING FROM THE USE OF AND ACCESS TO ANY OF THE PRODUCTS.

THE COMPANY DOES NOT WARRANT THAT THE APP WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE OR THAT THE RESULTS OBTAINED FROM THE USE OF THE APP WILL BE ACCURATE OR RELIABLE. YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM ANY CLAIMS, DAMAGES, OR LIABILITIES ARISING OUT OF OR RELATED TO THE USE OF THE APP.

13) Limitation of Liability



We kindly request that You release us from any liability related to Your actions or those of third parties while using our services. As previously mentioned, it is Your responsibility to ensure that the content You produce and Your use of our platform comply with our terms and conditions.

THE COMPANY, ALONG WITH OUR OFFICERS, AGENTS, EMPLOYEES, PARTNERS, LICENSORS, CONTRACTORS, SUCCESSORS, AND AUTHORIZED ASSIGNS, SHALL NOT BE HELD LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES INCURRED BY YOU OR THIRD PARTIES DUE TO THE USE OR NON-USE OF THE APP, EXCEPT IN CASES OF WILLFUL MISCONDUCT AND GROSS NEGLIGENCE. These damages may include but are not limited to loss of profits, loss of data, and business interruption. We will not be liable for any incidental, special, moral, exemplary, punitive, indirect, or consequential damages, regardless of the theory of liability, contractual, tort, or otherwise, or whether the damage was foreseeable.

In certain jurisdictions, there may be certain types of damages that cannot be limited. In such cases, the aforementioned limitations may not be applicable. It is important to note that these limitations or exclusions will not impact consumers' legal rights in their respective jurisdictions.

ALTHOUGH THE COMPANY STRIVES TO PROVIDE EFFICIENT SERVICE, TECHNICAL INACCURACIES MAY OCCUR UNINTENTIONALLY. THEREFORE, THE COMPANY RESERVES THE RIGHT TO MAKE NECESSARY CHANGES AND CORRECTIONS WITHOUT PRIOR NOTICE.

YOU ACKNOWLEDGE THAT THE COMPANY CANNOT PROVIDE A GUARANTEE ON THE QUALITY AND RELEVANCE OF THE GENERATED CONTENT IN ABSOLUTE TERMS. FURTHERMORE, THE

COMPANY SHALL NOT BE HELD LIABLE TO THE CUSTOMER FOR ANY REASON ARISING FROM DAMAGE OR LOSS CAUSED BY THE USE OF THE SERVICE.

IN ADDITION, THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, LOSSES, CLAIMS, OR EXPENSES ARISING FROM, BUT NOT LIMITED TO, ANY INTERFERENCE, INTERRUPTIONS, ERRORS, OMISSIONS, TELEPHONE FAILURES, DELAYS, BLOCKAGES, OR DISCONNECTIONS IN THE OPERATION OF THE ELECTRONIC SYSTEM AND/OR SERVERS. SUCH ISSUES MAY BE CAUSED BY DEFICIENCIES, ERRORS, AND OVERLOADS ON THE TELECOMMUNICATIONS LINES AND NETWORKS, OR ANY OTHER CAUSE BEYOND OUR CONTROL.

BY USING THE APP OR SITE, YOU ACKNOWLEDGE AND AGREE TO WAIVE ANY AND ALL CLAIMS THAT MAY ARISE FROM YOUR USE OF THE APP OR SITE.

Please note that some states may not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, and as such, these provisions may not apply to You.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS DEEMED INVALID OR UNENFORCEABLE FOR ANY REASON, OUR AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT OF THE ONE-YEAR SUBSCRIPTION OR, IF IT IS A SINGLE PURCHASE, THE VALUE OF THE PURCHASE.

14) Privacy



To effectively deliver our services, it will be necessary to process some of Your personal data and establish clear terms of our relationship. We have a comprehensive policy in place that outlines our approach to handling Your information. Please refer to our Privacy Policy for more information. Additionally, if You have any questions or concerns, please feel free to reach out to us to discuss further.

Please refer to the [privacy policy](#) that applies to You for detailed information on how we process Your personal data, handle Your information, and safeguard Your privacy when You use our Services.

15) Governing Law



Although it is our hope to never have disagreements, in the event that we do, we acknowledge that the appropriate court with jurisdiction is located in Italy.

This Agreement is subject to Italian law. Any disputes (including non-contractual disputes or claims) relating to the validity, interpretation, execution, termination or cancellation of this agreement shall be the exclusive jurisdiction of the Court of Milan.