Terms of Service for Outfitr

Last updated: [April 16, 2025]

1. Acceptance of Terms

By accessing <u>https://outfitr.co</u> or any related service (the "**Service**"), you agree to these Terms of Service ("**Terms**") and to our Privacy Policy. If you do not agree, do not use the Service.

2. The Service

Outfitr lets users upload images and receive AI-generated virtual try-on outputs. We grant you a limited, non-exclusive, revocable license to use the Service for personal, non-commercial purposes.

3. Eligibility & Accounts

You must be at least **13 years old** and able to form a binding contract. Keep your credentials confidential; you are responsible for activity under your account.

4. User Content

- License to Outfitr: You grant Outfitr a worldwide, royalty-free license to host, process, and display your uploaded images and outputs solely to operate and improve the Service.
- **Permissions & legality:** You warrant you have the rights to the images you upload and that they don't violate any law or third-party rights.
- **Prohibited content:** No unlawful, hateful, or sexually explicit imagery intended for sexual arousal.
- **Public sharing:** Currently, all outputs are private. If we add public-sharing features, we will notify you first.

5. Credits, Payments & Refunds

- Stripe processes all payments.
- Credits **never expire**. If the Service fails to meet reasonable expectations, you may request a refund of unused credits within **30 days** of purchase (email **hello@outfitr.co**).
- We may change credit pricing with **30 days'** notice.

6. Acceptable Use

You will **not** reverse-engineer, scrape, interfere with, or disrupt the Service; upload malicious code; or use outputs for unlawful purposes.

7. Intellectual Property

All software, trademarks, and content (other than your User Content) are the property of **Artifakt LLC** or its licensors. All rights not expressly granted are reserved.

8. Disclaimers

The Service is provided "**as is**" without warranties of any kind, express or implied.

9. Limitation of Liability

To the maximum extent permitted by law, Outfitr will **not** be liable for indirect, incidental, or consequential damages. Our total liability will not exceed the greater of **US \$100** or the amount you paid us in the preceding **12 months**.

10. Indemnification

You agree to indemnify and hold harmless Outfitr from any claims arising out of your User Content or breach of these Terms.

11. Termination

We may suspend or terminate your account for breach. Sections 4-10 and 12 survive termination.

12. Governing Law & Venue

These Terms are governed by the laws of the **State of New York**, USA. You consent to the exclusive jurisdiction of the state and federal courts in **New York County, NY**.

13. Changes to Terms

We may update these Terms. Material changes will be emailed or displayed in-app **30 days** before they take effect. Continued use after the effective date constitutes acceptance.

14. Contact

Email: hello@outfitr.co **Mail:** Artifakt LLC, 4422 SW 101st St., Seattle, WA 98146, USA