Disclaimer & ToS

Creating, sharing, or uploading AI-generated child pornography is strictly prohibited and will result in account termination. We are committed to preventing the creation of AI-generated child pornography and have implemented strict safety measures to block any attempts to generate such content. All images generated on this website using AI are computer generated and purely fictional and do not depict any real individuals, whether living or deceased. The characters portrayed in these AI-created images are intended to be over the age of 18.

Terms of Service

Last updated: December 4, 2023

Please read these Terms of Service ("Terms") carefully before using the Aiunivers.net website (the "Service"), a product of AI Research Group Limited ("us", "we", or "our"). By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

1. Eligibility

You must be at least 18 years of age to use our Service. By using the Service, you represent and warrant that you meet this requirement.

2. Account Registration

To use certain features of our Service, you may be required to create an account. You are responsible for safeguarding your account information and for any activities or actions under your account. You agree not to disclose your password to any third party.

3. Prohibited Uses

You agree not to use the Service to create, upload, or share any content that:

- Is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Involves the exploitation of minors, including the creation or distribution of child pornography or AI-generated child pornography.
- Infringes any intellectual property rights of any party.
- Is unauthorized or unsolicited advertising, promotional materials, spam, or any other form of solicitation.
- Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

- Infringes or violates the privacy or publicity rights of any individual, without obtaining explicit and verifiable consent from those individuals who are depicted or otherwise represented in the content.
- Violates any applicable local, state, national, or international law or regulation. • Generates or disseminates false information/content intended to harm others.
- Generates or disseminates personal identifiable information that could harm an individual.
- Defames, disparages or harasses others.
- Involves automated decision making that negatively impacts an individual's legal rights or creates/modifies a binding obligation.
- Discriminates or harms individuals or groups based on their social behavior or personal characteristics.
- Exploits vulnerabilities of specific groups to distort a person's behavior causing potential physical or psychological harm.
- Discriminates against individuals or groups based on legally protected characteristics.
- Provides medical advice or interprets medical results.
- Generates or disseminates information for use in justice administration, law enforcement, or immigration processes, including predicting fraudulent/criminal activities.

4. Account Termination

We reserve the right, at our sole discretion, to suspend or terminate your account and your access to the Service at any time, for any reason, and without notice. You agree that we are not liable to you or any third party for any termination of your access to the Service. We also reserve the right to take appropriate legal action, including without limitation for any illegal or unauthorized use of the Service.

You may also cancel your subscription at any time, for any reason, by visiting the patreon page and clicking manage plan. You may also terminate your account, which will permanently remove all access to it. Following termination, all provisions of these Terms which by their nature should survive termination shall survive termination, including but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

5. Content Removal Policy

Our website is committed to maintaining a respectful and lawful online environment. We adhere to a fair and transparent process for addressing complaints about content posted by third parties on our platform. This policy applies to any requests for content removal, whether due to legal, ethical, or policy reasons.

5.1. Complaints and Contact Information: Users wishing to report content for review can contact us through the designated channels provided on our website. Detailed information on how to file a complaint and the type of information required will be readily available. Complaints can also be submitted directly via our online form: Content Removal Request Form.

5.2. Review Process: Upon receiving a content removal request, we will: Review the complaint to determine its validity and the applicability of our terms. Where appropriate, anonymize personal

information in the complaint to protect privacy. Where appropriate, notify the content author, providing them an opportunity to respond to the complaint.

5.3. Content Removal: If content is found to violate our terms, applicable laws, or if it is otherwise inappropriate or harmful, we reserve the right to remove it from our platform. We will take into consideration the nature of the complaint, the content in question, and the response from the content author.

5.4. Timeliness: Our response to content removal requests will be timely, adhering to any legal or regulatory deadlines where applicable. We will endeavor to respond to removal requests within 48 hours.

6. Intellectual Property Rights to Service

All intellectual property rights related to our Service, which includes but is not limited to content, graphics, design, and software, are owned by us or our licensors.

The Service incorporates advanced machine learning algorithms and text-to-image diffusion models, which are based on certain open-source models. We have refined and optimized these models significantly for our Service, which constitute our proprietary property. These open-source models and their associated rights are owned by their respective creators. Our use and refinement of these models are done in compliance with the terms of the original open-source licenses. For more information about these licenses, please refer to the CreativeML Open RAIL-M license

7. Intellectual Property Rights to User-Generated Content

7.1. "User-Generated Content" refers to all content created by you, including but not limited to images and prompts ("User Prompts"). The term 'Prompts' includes both the prompt text and any user input settings associated with it.

7.2. By using the Service to create User-Generated Content, images and prompts, you retain the ownership rights to those content.

7.3.1. However, by using the public mode of the Service, you grant us a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, and transferable license to host, reproduce, distribute, and create derivative works of the User-Generated Content in connection with the Service and our business, including for promoting the Service in any media formats and through any media channels.

7.3.2. In fostering a collaborative environment, you also grant each user of the Service a non-exclusive, royalty-free, worldwide license to access your User-Generated Content through the Service, and to use, reproduce, distribute, and create derivative works of such content. This usage should abide by the principles of this community and maintain a spirit of openness, collaboration and respect.

7.3.3. Our Service encourages the exchange of ideas and creativity within our community. By contributing your User-Generated Content, you are granting others the opportunity to build upon and draw inspiration from your works, while still retaining the copyright to your original creations.

7.3.4. Keep in mind, your User-Generated Content is yours. You are simply granting a license for us and others to use them, but you still hold the copyright to your creations.

7.4. If you choose to use the private or offline mode of our Service, we do not assert any rights to your User-Generated Content (images and prompts) and do not use them for any public or commercial purposes. You remain the sole owner of your content, with full rights reserved.

7.5. We are closely monitoring the ongoing legal debates regarding copyright and intellectual property rights for AI-generated content in various jurisdictions. We encourage all users to understand their rights and responsibilities under their local laws as well as international law.

7.6. You represent and warrant that you have all rights necessary to submit the User-Generated Content and you also represent and warrant that such User-Generated Content does not violate any proprietary or intellectual property rights, public rights, or any other applicable law.

7.7. The use of automated systems or software to extract data from the Service for commercial purposes, ('screen scraping') is prohibited. We reserve the right to take necessary legal or other actions against any users found to be engaging in such behavior. This includes but is not limited to potential litigation and/or account suspension or termination.

7.8. We reserve the right, but are not obligated, to remove or refuse to distribute any User-Generated Content on the Service. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public.

8. Indemnification

You agree to defend, indemnify, and hold harmless AI Research Group and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of your use of the Service, your violation of these Terms, or your violation of any rights of a third party.

9. Limitation of Liability

Under no circumstances will AI Research Group, its directors, employees, associates, agents, suppliers, or affiliates be held liable for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever from your use of this Service. This includes, but is not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with access to, use of, misuse of, or inability to access the Service.

By agreeing to these terms, you hereby waive any and all claims against AI Research Group, its directors, employees, associates, agents, suppliers, or affiliates. This waiver includes, but is not limited to, claims related to the use, misuse, or inability to use the image generation services on our platform, as well as any claims related to injury, personal, psychological, or emotional distress arising from viewing images

on our platform. You also expressly agree not to initiate any form of legal proceedings against us with respect to such claims.

AI Research Group holds no responsibility for the images produced, shared or displayed by users of the Service, whether on our platform or elsewhere and disclaims any liability and responsibility for any unlawful, inappropriate, copyright infringing, or offensive content generated by users who are the owners to the images. Although we strive to enforce rigorous content monitoring and removal practices for content found to be in violation of applicable laws, regulations, or our community guidelines, the ultimate responsibility for the creation and distribution of such content rests solely with the user.

10. Governing Law

This Terms of Service ("Agreement") shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the Company is registered, without regard to its conflict of law provisions. The parties irrevocably agree that any legal proceeding seeking the enforcement or interpretation of this Agreement shall be brought in the appropriate courts of the same jurisdiction.

11. Self Automations

We strictly prohibit the use of self-automation tools or services to automate our AI tools especially on the Unlimited tier (Legendary Tier). These methods cause heavy stress on our servers, and it causes interruptions or downtimes to the service ultimately become a huge unfairness to the other members on the platform. If you are caught using any kind of automation tools, it will result in a permanent suspension on your account with no possibility of any refund.

12. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us **support@aiunivers.net**