

Terms of Use

These Terms of Use (“Terms”) apply to your use of Robohood’s platform (the “Service”). By using the Service, you agree that these terms will become a legally binding agreement between you and Robohood Inc.

Overview

Robohood’s platform empowers people to upload their images, then process them using the settings and create renders that will allow the robot to paint pictures. You have the option to upload your own content (“User Content”) which you have full control and responsibility over. You can use your User Content, and tools available in Service to create your renders. Your use of the Service is subject to these Terms. By using the Service you acknowledge Robohood’s Privacy Policy.

You may use the Service only if you can form a binding contract with Robohood and are legally permitted to do so. By using the Service, you represent and warrant that you have the full right, power and authority to agree to and be bound by these Terms and to fully perform all of your obligations hereunder.

If you sign up for the Service on behalf of an organization using an email address provided by your employer or another organization, (i) you represent and warrant that you are an authorized representative of that entity with authority to bind that entity to these Terms; (ii) your use of the Service will bind that entity to these Terms; and (iii) “you” and “your” in these Terms will refer to both you and that entity.

Using the Service

Age Requirement. Children may not access or use the Service unless their use is directly authorized by their parent, guardian or another authorized adult (such as a teacher) who agrees to be bound by these Terms. For purposes of these Terms, a child is a person under the age of 13 (or the minimum legal age required to provide consent for processing of personal data in the country where the child is located).

Access to the Service. Subject to your compliance with these Terms, you are granted a non-exclusive, limited, non-transferable, freely revocable license to access and use the Service for business or personal use. Robohood reserves all rights not expressly granted under these Terms. Each person must have a unique account and you are responsible for any activity conducted on your account.

Acceptable Use Policy. You agree not to upload content, create designs, or use Robohood, directly or indirectly, in any manner that:

1. Promotes or creates a risk of physical or mental harm, emotional distress, death, disability, or disfigurement to yourself, any person, or animal;
2. Promotes or creates a risk of harm, loss, or damage to any property;
3. Seeks to harm or exploit children;
4. Is harassing, abusive, racially or ethnically offensive, defamatory, invasive of personal privacy or publicity rights, libelous, or threatening;
5. Discriminates, incites, or promotes discrimination against others based on race, religion, sex, sexual orientation, age, disability, ancestry, national origin, or any other basis;
6. Is sexually explicit or pornographic in nature or contains links to such material;
7. Involves the sale or promotion of illegal activities, products, or services;
8. Is fraudulent or promotes fraudulent activity;
9. Violates the rights of any individual or third party, including their intellectual property and data privacy rights;
10. Contains any information or content that you do not have a right to make available under any law or due to confidentiality, contractual, or fiduciary duties;
11. Contains any information or disinformation that is false, deceptive, or misleading or otherwise promotes, endorses, encourages, or facilitates the spread of false information;
12. Violates any applicable law or promotes activities that are illegal in nature;
13. Threatens or undermines democratic processes or institutions.

Anti-discrimination. Robohood does not support and will not tolerate its Service being used to discriminate against others, especially when based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin. You are not permitted to use the Service in a manner which would or would likely incite, promote or support such discrimination and you must not use the Service to incite or promote hostility or violence.

Restrictions on Use of the Service. You shall not yourself or through any third party (i) rent, lease, sell, distribute, offer in a service bureau, sublicense, or otherwise make available the Service to any third party (except as permitted under these Terms); (ii) copy, replicate, decompile, reverse-engineer, attempt to derive the source code of, modify, or create derivative works of the Service, or any part thereof; (iii) access the Service for purposes of performance benchmarking; (iv) access the Service for purposes of building or marketing a competitive product; (v) use the Service to store or transmit a virus or malicious code; (vi) use a virtual private network (VPN) to circumvent geographic-based pricing or content access.

Security and Data Privacy

Information Security. Robohood implements and maintains physical, technical and administrative security measures designed to protect your information from unauthorized access, destruction, use, modification or disclosure.

Data Privacy. Robohood's Privacy Policy describes how Robohood collects, uses, transfers, discloses and stores your personal data. By creating an account, you confirm that you have read, understood and agree to our Privacy Policy.

Content

User Content. You represent and warrant that you own all rights, title, and interest in and to your User Content or that you have otherwise secured all necessary rights in your User Content as may be necessary to permit the access, use and distribution thereof as contemplated by these Terms. As between you and Robohood, you own all right, title and interest in and to your User Content. You grant Robohood, a royalty-free license to display, host, copy and use your User Content solely to the extent necessary to provide the Service to you.

Sharing and Publishing. You may publish or share pictures and renders with others. There are a number of ways to share your images with the world. You're responsible for who you share them with and how you do it.

Billing

Subscriptions and Renewals. If you are subscribing to Robohood, your subscription will automatically renew on an annual basis. You can cancel your subscription at any time. If you cancel your subscription, you will not receive a refund or credit for any amounts that have already been billed.

Taxes. Your subscription fees are inclusive of all taxes unless otherwise specified in an agreement with Robohood or on an applicable invoice. Tax rates are calculated based on the billing information you provide and the applicable tax rate at the time of your subscription charge.

Cancellation. You can stop using the Service and/or cancel your subscription at any time. If you cancel your subscription you will not be entitled to a refund of any fees already paid and any outstanding fees will become immediately due and payable.

Free Trials and Pilots. Robohood may offer you a free trial or pilot to allow you to try our Service. Robohood reserves the right to set eligibility requirements and the duration for free trials and pilots. Your access to the Service will cease if you do not enter into a paid subscription prior to the end of the pilot period.

Changes to Pricing. Robohood reserves the right to change its prices at any time. If you are on a subscription plan, changes to pricing will not apply until your next renewal or thirty (30) days after notice, whichever is later.

Robohood's Intellectual Property

Except as expressly set out in these Terms, all intellectual property rights in and to the Service remain the sole property of Robohood. You assign to Robohood any suggestions, ideas, enhancement requests, or other feedback you provide to Robohood relating to the Service or Robohood's products. Robohood owns all content, data, software, inventions, ideas and other technology and intellectual property that it develops in connection with the Service and its products. We get great ideas about how to improve Robohood from our users. If you share feedback or ideas with us, you're letting us use that information to improve Robohood, and we own any of those improvements we make.

Warranty Disclaimer. The Service is provided on an "as-is" and "as-available" basis. To the maximum extent permitted by applicable law and subject to any non-excludable rights and remedies you may have under applicable law, Robohood, its licensors, and its suppliers, expressly disclaim any and all warranties of any kind, whether express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. Robohood does not warrant that your use of the Service will be uninterrupted or error-free. Robohood does not warrant that it will review your data for accuracy or that it will preserve or maintain your data without loss. You understand that use of the Service necessarily involves transmission of your data over networks that Robohood does not own, operate, or control, and that Robohood is not responsible for any of your data lost, altered, intercepted or stored across such networks. Robohood will not be liable for delays, interruptions, service failures, or other problems inherent in use of the internet and electronic communications or other systems outside Robohood's reasonable control. We offer the Service as-is and can't be responsible for things outside of our control.

Third Party Services

You may elect to use the Service in conjunction with third-party websites, platforms or apps. Your use of a Third Party Service is subject to the terms and conditions applicable to that Third Party Service. Robohood makes no representations or warranties in relation to Third Party Services and expressly disclaims all liability arising from your use of Third Party Services. Within Robohood, you can use apps created by third parties. Those apps might have their own set of terms that apply to you and because the apps were created by third parties, we can't be responsible for them.

Your Indemnity Obligations

You agree, to the extent permitted by law, to defend, indemnify and hold harmless Robohood and its affiliates, officers, directors, agents, licensors and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from or related to (i) your violation of these Terms or (ii) your User Content. If Robohood suffers harm due to your content or your violation of these Terms, or if someone tries to hold Robohood responsible for your content or your violations, you'll be responsible for any costs incurred by Robohood and defending Robohood.

Limitation of Liability

In no event shall either party's aggregate cumulative liability hereunder (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) exceed the greater of (i) \$100 USD or (ii) the subscription fees paid by you to Robohood during the twelve-month period preceding the event or occurrence giving rise to such liability. The foregoing limitations shall not apply to liabilities arising out of your indemnification obligations or your breach of the section entitled 'restrictions on use of the service.'

In no event shall either party be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, losses, or expenses (including but not limited to business interruption, lost business or lost profits) even if it has been advised of their possible existence and notwithstanding the failure of essential purpose of any remedy. The foregoing limitations shall not apply to liabilities arising out of your indemnification obligations or your breach of the section entitled 'restrictions on use of the service.'

These terms do not affect consumer rights that cannot by law be waived or limited. These terms do not exclude or limit liability arising out of either party's gross negligence, fraud or willful misconduct.

Term and Termination

Term. These Terms shall take effect the first time you access the Service and shall continue in full force and effect until i) if you are a paid subscriber, the expiration or termination of your subscription; or ii) if you are using Robohood's free offering, when your account is deleted or terminated.

Violations. If Robohood, in its sole discretion, determines that you or your use of the Service, your User Content, or your violate these Terms, Robohood may take one or more of the following actions in its sole discretion: (i) delete the prohibited User Content; (ii) suspend your access to the Service; (iii) terminate and delete your account along with all Designs and User Content associated with that account (iv) permanently ban you from using the Service; and/or (v) disclose the prohibited User Content to appropriate government authorities. If you break the rules, we have the right to remove you and everything in your account from the Service.

Effect of Termination. In the event of termination of your subscription for cause due to default by Robohood, Robohood shall refund, on a prorated basis, any prepaid fees for the Service for the period beginning on the effective date of termination through the end of your then-current subscription. In the event of a termination of your subscription to a violation by you, you will not receive any refund and shall immediately pay any outstanding fees for the remaining period of your subscription.

Upon any expiration or termination of your Subscription, you must cease using the Service. You will lose access to your User Content, and any other information uploaded to the Service (and we may delete all such data unless legally prohibited) after expiration or termination of Your Subscription. You can download or export your User Content using the functionality of the Service.

Storage of User content. Robohood stores your content, images, and renders on its cloud drive while you are a subscriber to the Service. Upon expiration or termination of your Subscription, you will lose access to your User Content, and any other information uploaded to the Service. We will delete all your data from our cloud within 30 days after the termination of your subscription, if the subscription is not renewed within these 30 days.

Miscellaneous

Compliance with Applicable Law. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations, in connection with your use of the Service. Robohood agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations, in connection with its provision of the Service.

Export Restrictions. The Service is subject to trade sanctions and laws and regulations that govern the import, export, and use of the Service. These laws or regulations may prohibit Robohood from providing you the Service or require that we discontinue making it available to you without notice. By using the Service you agree to comply with all trade sanctions, export and import laws, and regulations and warrant that (i) you are not prohibited from accessing the Service, and (ii) you will not make available the Service to anyone who is prohibited from accessing it under the laws or regulations of any jurisdiction.

Assignment. You may not assign these Terms or any of your rights under these Terms without Robohood's consent except to any successor by way of a merger, acquisition, or change of control. Robohood may transfer or assign any of its rights and obligations under these Terms, in whole or in part, at any time with or without notice.

Severability. If a particular provision of these Terms is found to be invalid or unenforceable, it shall not affect the other provisions and the Terms shall be construed in all respects as if that invalid or unenforceable provision had been limited or omitted to the minimum extent necessary.

Waiver. Robohood's express waiver or failure to enforce any provision of these Terms shall in no way be construed to be a present or future waiver of such provision nor affect Robohood's ability to enforce any provision thereafter.

Notices. All required notices to you will be sent to the email address associated with your account or through other legally permissible means.

Changes to these Terms. We may modify these Terms (and any policies or agreements referenced in these Terms) at any time. We will provide you with reasonable advance notice of any change to the Terms that, in our sole determination, materially adversely affect your rights or your use of the Service. We may provide you this notice to the email address associated with your account. By continuing to use the Service after any revised Terms become effective, you agree to be bound by the new Terms.

Changes to the Service. Robohood may add, change or remove features or functionality to the Service; modify or introduce limitations to storage or other features; or discontinue the Service altogether at any time. If you are on a paid subscription and Robohood discontinues the Service you are using during your subscription, Robohood will migrate or make available to you a substantially similar service provided by Robohood (if available) and if it's unable to do so, Robohood will provide you a pro-rata refund of fees prepaid for the remaining period of your subscription.

Entire Agreement. These Terms and the terms and policies referenced herein constitute the entire agreement between you and Robohood with respect to the Service. These Terms supersede any prior representations, agreements, or understandings between you and Robohood, whether written or oral, with respect to the Service including previous versions of the Terms.