DEEP-IMAGE.AI — TERMS AND CONDITIONS

Last updated: 23 October 2026

These Terms and Conditions (**Terms**) govern the Deep-Image.ai website, online tools, API and Deep-Image mobile applications (together, the **Service**). They constitute terms for the provision of services by electronic means under Polish law.

Service provider: DEEP-IMAGE.AI sp. z o.o., ul. Cyfrowa 6/B317, 71-441 Szczecin, Poland; registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Szczecin-Centrum in Szczecin, XIII Commercial Division; KRS 0000862988; NIP 8513252805; REGON 387174970; share capital PLN 11,800. **Contact:** support@deep-image.ai; https://deep-image.ai.

1. The Service and acceptance

1.1. Deep-Image provides tools for enhancing, editing, restoring, transforming and generating images, including features powered by artificial intelligence. Depending on the selected tool and model, operations may run on AI models hosted on Deep-Image infrastructure, through external AI technology providers, or through a combination of these methods. Available features, usage limits, technical requirements and prices are displayed in the Service. Access requires a compatible device or web browser and an Internet connection; API use must comply with the published documentation and limits.

1.2. Some features are available without registration; others require an account, credits or a paid plan. **By accessing or using the Service, including its free and guest features, you agree to these Terms.** Where acceptance must be expressly confirmed to conclude a particular contract, that confirmation is obtained as part of the relevant process. If you do not agree, do not use the Service.

1.3. You must have the legal capacity or any permission necessary to use the Service and enter into the relevant contract. If required by applicable law, a parent or legal guardian must act on your behalf or authorise your use. Use of certain features is subject to additional content restrictions in section 6.

1.4. AI outputs may be inaccurate, unexpected or different from previews or examples. **Repeated processing of the same image, prompt or settings may produce different results**, including when models, providers or technical parameters change. You must review results before using, publishing or relying on them. We may develop, maintain, replace or discontinue features or models, subject to rights that apply to an ongoing paid digital service.

2. Accounts and access

2.1. You can create a Deep-Image website account using an email address and password or an available Google, Apple or Facebook sign-in option. The mobile applications may also be used without a Deep-Image account. **You may sign in to a mobile application using your existing Deep-Image website account and use the eligible credit-package balance or active website subscription associated with that account**, subject to the credits, features and other limits of that plan. Signing in does not create a second credit allowance, increase any plan limits or automatically combine independent purchases. Keep your login details and API keys secure; provide accurate registration information and promptly notify support@deep-image.ai if you suspect unauthorised access.

2.2. You may not create or use multiple accounts to obtain additional free credits or allowances, circumvent plan limits, evade moderation or return after an account restriction. You may not sell, transfer or share access in a way that evades applicable limits or compromises security.

2.3. You must protect your account credentials and API keys, restrict access to authorised users and promptly inform us at support@deep-image.ai if you suspect that a key or account has been compromised. Do not disclose API keys publicly or embed them in publicly accessible client-side code. **You are responsible for activity, processing requests and credit consumption carried out through your account or API keys, including by persons you authorise to use them, unless the activity results from a failure of Deep-Image's security measures or cannot lawfully be charged to you.** We may suspend access, revoke or replace compromised credentials where reasonably necessary to protect your account, other users or the Service.

2.4. You may close your website account through account settings. Closing the account ends access to that account. **Any unused subscription or separately purchased credits associated with the closed account are forfeited and are not voluntarily refunded.** This does not affect refunds or other remedies required by mandatory law. You are responsible for downloading any results you wish to keep before closing the account. Data retention after closure is described in the Privacy Policy.

3. Credits, purchases and payment

3.1. The Service may provide free allowances, paid subscriptions, separately purchased credit packages, promotions and trials. Credit costs, eligibility, limitations, plan benefits, billing periods, prices and applicable taxes are disclosed in the Service and, for paid products, before purchase. Unless expressly stated otherwise, **one credit is not a guarantee of one completed image**: an operation may use more than one credit and some functions, sizes, models or repeated processing actions may have different charges. **In particular, operations using external AI models or third-party AI inference services may require more than one credit**, depending on the selected model and processing function. Applicable credit costs are shown in the Service.

3.2. For subscriptions other than the mobile subscriptions described in section 3.7, subscription credits are replenished for the applicable allocation period **up to the allowance of the selected plan**; any remaining subscription credits are not added to that allowance. Subscription credits do not accumulate across allocation periods and expire when the paid subscription ends. A billing event does not grant additional credits unless the relevant plan expressly provides for a new credit allocation.

3.3. Credits purchased in a separate credit package **do not expire while the relevant account remains available**. They are consumed only after available subscription credits are used. Credits are limited rights to request processing, not currency, cash or stored monetary value; they cannot be withdrawn as money, resold or transferred between accounts.

3.4. No credit is charged for an operation that fails for technical reasons without delivering a result. **At present**, no credit is charged where a result is blocked by content moderation. We may change the moderation-charging rule for future operations, with clear information about the applicable charge before the operation and subject to applicable law.

3.5. Payments may be processed through Stripe (including Stripe Managed Payments), Apple App Store or Google Play. The checkout or app store identifies the relevant payment terms and, where applicable, a separate merchant of record. Such payment arrangements do not reduce mandatory consumer rights. We do not receive full payment-card numbers.

3.6. If an obvious pricing or technical error affects a purchase, we may contact you to correct it or cancel the affected purchase and refund the payment as permitted by law.

3.7. Mobile subscription credit allowances. Unless the applicable offer clearly provides a different allowance, the mobile subscriptions available through our iOS and Android applications provide the following **standard processing credits**:

- **Weekly subscription: 25 new credits are added to the mobile subscription credit balance for each paid weekly subscription period**, including the initial period and each successful weekly renewal while the subscription remains active. This is an **addition of 25 credits**, not a replenishment of the balance up to 25. Any unused subscription credits already in the balance remain available during the active paid subscription, subject to the terms below.
- **Annual subscription: 100 credits for each monthly allowance period** during the paid annual subscription. The first allocation is available on activation and later allocations are replenished **up to 100 credits** on the relevant monthly allowance schedule. An annual payment does not make all monthly allocations available in advance.

Four paid weekly periods add a total of 100 credits over 28 days, not necessarily within a calendar month. Under the weekly mobile plan, unused credits may remain in the subscription balance when the next 25-credit allocation is added. The annual mobile plan operates differently: its standard monthly credit balance is replenished up to 100 credits, not increased by 100 on top of an existing balance. Subscription credits expire when the relevant paid subscription ends; separately purchased package credits remain subject to section 3.3. **Deep-Image may, at its discretion, grant bonus credits or replenish available credits before the next scheduled allocation**, automatically or manually. Discretionary grants are not guaranteed, do not create a right to future or repeated grants, and may be changed or discontinued without reducing the purchased plan's standard allowance. **Neither subscription provides unlimited image processing**; operations may consume more than one credit and remain subject to the displayed feature, technical and fair-use restrictions.

3.8. Credits across website and mobile. When you sign in to a mobile app with an existing website account, you can use that account's eligible purchased credits and active subscription benefits in the app, within their existing limits. Credits are **not duplicated** by switching devices or signing in again. A purchase made through Apple or Google remains subject to its store's purchase and subscription rules; mobile subscriptions and website plans may have different allowances and eligible features. Store purchases do not automatically create a second website subscription or a separate balance unless the Service expressly provides this.

3.9. Free and promotional benefits. Free credits, promotional allocations, temporary feature access, discounts and other benefits that are not part of an already purchased plan may be subject to the eligibility, usage limits and validity terms stated when they are granted. We may change or discontinue future free offers and discretionary bonuses, but this does not shorten the validity of separately purchased credit packages or remove benefits already guaranteed under an existing paid agreement.

4. Subscriptions and price changes

4.1. Subscriptions renew automatically at the interval selected at purchase, unless cancelled before the next renewal. The available billing periods and any trial or promotional conditions are stated before purchase.

4.2. You may cancel a subscription purchased on our website through your profile or by contacting support@deep-image.ai. Subscriptions purchased through Apple App Store or Google Play are managed and cancelled through the relevant store. Uninstalling an app, signing out, switching devices or ceasing to use the Service does not cancel a subscription. **A weekly-billed mobile subscription continues to renew weekly until cancelled**; its included credits follow the weekly allocation described in section 3.7.

4.3. A valid cancellation prevents future renewals. Unless the applicable purchase terms or law provide otherwise, paid access continues until the end of the current billing period, at which point unused subscription credits expire. Separately purchased package credits remain subject to section 3.3.

4.4. We may change prices for future purchases. Existing one-time purchases are unaffected. Subscription prices for future billing periods may be revised for objective reasons, including changes in the cost of AI models, computing or hosting, payment processing, taxes, regulatory requirements or inflation. We will notify affected subscribers at least **30 days** before a proposed increase takes effect and explain the new price and effective date. You may cancel renewal before the change. Where a price change requires your acceptance, we will seek it before charging the increased amount.

5. Your content and results

5.1. You retain the rights you hold in uploaded images, files, prompts and other materials (**Content**). You confirm that you have the rights, licences and permissions necessary to submit and process your Content and to use the output, including the relevant rights and permissions concerning other people depicted in it.

5.2. You grant Deep-Image a non-exclusive, worldwide, royalty-free licence, including permission to authorise service providers, to store, reproduce, transmit, process and transform Content and results only to the extent necessary to provide requested operations, maintain security, investigate misuse, comply with law and manage legal claims. No ownership of your Content is transferred to Deep-Image.

5.3. We do not use your uploaded Content or results to train AI models or in our own marketing without separate permission. **Operations processed entirely on our locally hosted AI models do not require image content to be sent to an external AI model or inference provider.** Other operations may require external AI processing, including a combination of locally hosted and external stages. Where an external AI provider is used, the images, instructions and technical parameters required for the requested operation are transmitted to that provider as described in our Privacy Policy.

5.4. If you have never purchased a subscription or credit package, you may use results for **personal, non-commercial purposes only**. Following any qualifying purchase, you may also use results commercially, including results produced before that purchase. This permission continues after subscription cancellation or credit depletion, unless the qualifying purchase is validly withdrawn, refunded or reversed. The permission does not grant third-party rights you do not possess.

5.5. Verification and intended use of outputs. AI outputs may not be unique, original, eligible for copyright protection or free from third-party rights. We do not guarantee their accuracy, fitness for a particular purpose, ownership status or freedom from infringement claims. **You are responsible for independently checking outputs before relying on or using them**, including in advertising, product listings, printing, packaging, labelling, manufacturing or other professional or commercial applications. Check, as relevant, factual accuracy, identity, dimensions, print resolution, colour, text, product attributes, intellectual-property rights and permission to use a person's likeness. You are responsible for deciding whether an output is appropriate for your particular purpose and for the consequences of using an unchecked or unsuitable output. You must also confirm that your intended use, publication and distribution comply with the laws applicable where the output is used, including image and publicity rights, consumer advertising standards, intellectual-property and privacy laws. This allocation of responsibility does not remove mandatory statutory remedies for a defective Service. Additional restrictions clearly communicated for a particular feature or model also apply.

5.6. You must not remove, obscure, alter or circumvent watermarks, usage indicators or access restrictions used to enforce plan entitlements. You must not remove or falsify AI-origin labels or provenance information to conceal material AI generation or manipulation, evade required disclosures or deceive others. These rules do not prevent ordinary lawful image editing or watermark-free downloads expressly included in your paid plan. You are responsible for disclosures required when publishing or distributing AI-generated or manipulated content, including deepfakes.

5.7. Deep-Image intellectual property. Deep-Image and its licensors retain all rights, title and interest in the Service and its underlying software, source code, algorithms, proprietary models, documentation, interfaces, design, domain names, logos, graphics, trademarks, service marks and other branding. **Access to the Service grants no ownership of, or licence to reproduce, distribute or exploit, these materials** beyond the limited right to use the Service as authorised by these Terms. This provision does not transfer ownership of your Content to Deep-Image or reduce the rights to results expressly granted in section 5.4.

5.8. High-risk uses. You must not rely on an output as the **sole or authoritative basis** for medical diagnosis or treatment, legal or financial decisions, identity verification, authentication of evidence, public safety or other decisions where an inaccurate or misleading result could cause serious harm. Any such use requires independent verification and appropriate human or professional judgement. The Service is not supplied as a certified decision-making, diagnostic, evidentiary or safety-critical system.

5.9. Verification of permissions. Where we receive a credible complaint or have reasonable grounds to suspect that submitted Content or its intended use infringes another person's rights, we may request reasonable evidence of the relevant rights or permissions. We may pause the affected operation or restrict access while the issue is investigated. Failure to provide a reasonable explanation or requested evidence may result in removal of Content or other proportionate measures under section 6.

6. Prohibited use, enforcement and reports

6.1. You must not upload, create, process, use or distribute through the Service material involving child sexual abuse, sexual or sexualised depictions of minors, non-consensual intimate images, non-consensual sexual or humiliating deepfakes, deceptive impersonation, fraud, identity theft, forgery, extortion, harassment, threats, exploitation, infringement of another person's privacy, likeness, intellectual property or other rights, or content that promotes hatred, violent extremism or unlawful violence. We may also restrict material that we reasonably consider to present a serious risk of harm, abuse or deception. **These are rules of the Service and apply regardless of whether the conduct is independently unlawful.**

6.2. You must not use Face Swap or other face-related tools with images of a minor, or with images of another person without that person's permission for the intended use. You must not falsely imply that a depicted person endorsed, participated in or approved of the resulting content.

6.3. API, excessive use and infrastructure safeguards. You must not bypass moderation, access controls, free-use limits, credit or payment restrictions, rate limits or watermarks; interfere with infrastructure or other users; introduce malicious code; scrape the Service or use unauthorised automation. **Authorised API use must comply with current documentation, published quotas and reasonable technical safeguards.** We may apply or adjust processing queues, concurrency limits, throttling, temporary rate limits or similar security and capacity controls to protect availability, system integrity and fair access. Deliberate circumvention, excessive automated requests or activity that materially disrupts the Service may lead to restrictions under section 6.5.

6.4. Except as permitted by mandatory law or expressly authorised by us, you must not reverse engineer, decompile or extract our software or models, resell access, systematically copy the Service, or collect outputs or datasets for the purpose of training a competing model or replicating a competing service.

6.5. We may refuse or block an operation, remove Content, restrict features, suspend or terminate access, and take proportionate steps to prevent repeat abuse whenever we reasonably determine that these Terms are breached, an operation is abusive or fraudulent, or action is necessary for security or legal compliance. We may act **without prior warning** where reasonably justified. Enforcement measures may include blocking associated accounts and, where lawful and proportionate, relevant email addresses, payment identifiers or IP addresses. We may preserve information necessary to investigate incidents or establish legal claims and notify competent authorities when appropriate.

6.6. If access is terminated for a violation or abuse, unused credits are not voluntarily refunded, without prejudice to any mandatory rights. Safety filters are automated and may miss prohibited content; passing moderation is not an assurance that content or its use is permitted.

6.7. You are responsible for the consequences of your breach of these Terms or infringement of another person's rights. **You must compensate Deep-Image for losses arising from that breach**, including third-party claims, reasonable legal and regulatory response costs, and administrative fines or penalties **only where their recovery from you is permitted by applicable law**. This provision does not make you liable for losses caused by Deep-Image itself.

6.8. To report illegal material, a non-consensual image or an infringement of your rights, email support@deep-image.ai with enough information to identify the material and explain the concern. We will assess reports and may remove material or restrict access as appropriate.

7. Storage and service availability

7.1. The Service processes images; it is **not permanent file storage or a backup service**. Uploaded files and outputs are automatically deleted after **24 hours for guest use** and **within 40 days for registered website accounts, API processing and mobile applications**. Files can be deleted earlier where the relevant feature allows this. Where an operation uses an external AI provider, that provider may temporarily retain limited processing data for its own security or abuse-prevention purposes under applicable terms.

7.2. You are solely responsible for downloading and keeping independent backups of your Content and results. We do not undertake to preserve, archive or restore deleted or expired files, and cannot guarantee that files will be recoverable from any backup. We are not liable for loss or deletion resulting from the temporary storage limits disclosed in these Terms or from your failure to keep a copy, except where applicable law imposes liability. We may remove Content earlier where necessary for security, abuse prevention or legal compliance.

7.3. We provide the Service on an **"as is" and "as available"** basis. We do not offer a separate contractual warranty of uninterrupted access, any particular processing time, an aesthetic outcome or the continued availability of any particular AI model. **Where permitted by applicable law, we disclaim implied warranties of merchantability, fitness for a particular purpose and non-infringement.** This does not exclude mandatory consumer rights concerning the conformity of digital content or services with the contract.

8. Withdrawal, refunds, payment disputes and complaints

8.1. Consumers in the **European Union** have a statutory right to withdraw from eligible distance contracts **within 14 days of concluding the agreement**, without giving a reason, subject to applicable legal exceptions. Consumers elsewhere retain any withdrawal rights required by the laws applicable to their purchase. To exercise a withdrawal right, send a clear statement to **support@deep-image.ai** or to our postal address before the applicable deadline. You may use the optional model withdrawal form at the end of these Terms, but you do not have to. **These Terms do not grant an additional voluntary withdrawal period where none is required by applicable law.**

8.2. If you expressly request that performance of a service begin during the statutory withdrawal period and subsequently withdraw, you may have to pay a proportionate amount for the service already provided where the statutory conditions for such payment have been met. For digital content supplied without a physical medium, the withdrawal right may cease once supply begins only when the applicable statutory requirements for that exception have been met, including any required prior express consent, acknowledgement and contract confirmation.

8.3. Where a valid withdrawal is exercised, we will provide any refund due within the time required by applicable law. For eligible EU withdrawals, the statutory refund deadline is generally **14 days after we are informed of the withdrawal**. Refunds will use the original payment method unless another method has been expressly agreed in accordance with applicable law. Where a purchase was made through an app store or another merchant of record, the relevant payment or refund channel may be involved; contact our support if you need assistance.

8.4. Purchases, credit packages and subscription payments are final and non-refundable, except where a refund is required by law or expressly promised at purchase. Not using available credits, forgetting to cancel a renewal, or dissatisfaction with the subjective appearance of an AI result does not in itself entitle you to a voluntary refund. Where an operation fails technically without a result, the no-charge rule in section 3.4 applies. We may, at our discretion, offer reprocessing, replacement or restoration of credits, or an extension of access as a practical remedy, without replacing any statutory remedy to which you are entitled.

8.5. Before disputing a payment with your bank or payment provider, please contact **support@deep-image.ai** so that we can investigate and help resolve the issue. We may investigate payment fraud, unauthorised transactions or abusive payment disputes and, where justified, suspend related access or remove credits or benefits associated with a reversed transaction.

8.6. Complaints about the Service should be sent to **support@deep-image.ai** and include information sufficient to identify the account or purchase, the issue and the requested solution. We handle complaints in accordance with applicable law. Where a digital service or content fails to conform to the contract, mandatory consumer remedies apply. We do not undertake voluntary out-of-court dispute resolution unless required by law.

9. Liability, changes and final provisions

9.1. To the extent permitted by law, Deep-Image is not liable for unlawful or unauthorised user Content, misuse of outputs, third-party conduct for which Deep-Image is not legally responsible, or circumstances beyond our reasonable control. Users must obtain their own permissions for third-party content and likeness rights.

9.2. For claims **not subject to mandatory consumer protections**, our total liability arising out of the Service is limited, to the fullest extent permitted by law, to the fees paid for the Service during the **three months** preceding the event giving rise to the claim. On the same basis, we exclude lost profits and indirect or consequential damage. These limitations do not apply to intentional wrongdoing or liability that cannot lawfully be limited or excluded.

9.3. We may revise these Terms for objectively justified reasons, including changes in law, regulation, features, technology, suppliers, security, costs or measures to prevent misuse. Revised Terms are effective upon publication for **new users and new agreements**. For ongoing agreements, we ordinarily notify account holders of material changes by email or in the Service at least **14 days** before their stated effective date. We may apply urgent changes without that notice period when reasonably necessary to comply with law, address a security threat or prevent serious abuse, and will inform affected users as appropriate. If you do not accept the amended Terms, you may cease using the Service and cancel future renewals. Changes affecting existing paid entitlements remain subject to any required acceptance and mandatory statutory protections.

9.4. Polish law governs these Terms. Consumers retain the protection of mandatory laws of their country of habitual residence. Disputes are determined by courts having jurisdiction under applicable law. **Where the parties may validly agree on jurisdiction**, the courts competent for Deep-Image's registered office in Szczecin, Poland, have jurisdiction.

9.5. We may assign or transfer our rights and obligations under these Terms to an affiliated company or successor as part of a merger, restructuring, transfer of the Service or sale of our business, subject to applicable law and without reducing mandatory user rights. Individually agreed written terms prevail over conflicting provisions of these Terms to the extent of the conflict. If a provision is ineffective, the remaining provisions continue to apply so far as legally possible. These Terms are available free of charge online and may be saved or printed.

9.6. Company customer references. If an account is opened **on behalf of an incorporated company** using that company's business email domain, the person acting for that company confirms their authority to permit Deep-Image to identify the company **by name** as a user of the Service in customer lists, presentations or other business communications. This limited permission does **not** apply to sole traders and does not cover company logos or endorsements without separate authorisation. An authorised representative may ask us at support@deep-image.ai to stop future public references to the company.

9.7. Third-party sites and materials. The Service may link to third-party websites, models or other services. Unless we expressly state otherwise, such links do not imply that we endorse or control them. You are responsible for reviewing the terms applicable to any separate third-party service you choose to use; we are not responsible for independent third-party content or conduct for which we have no legal responsibility.

Model withdrawal form (optional)

To: **DEEP-IMAGE.AI sp. z o.o.**, ul. Cyfrowa 6/B317, 71-441 Szczecin, Poland; **support@deep-image.ai**.

I hereby notify you that I withdraw from the agreement for: _____

Date of purchase: _____ Account email: _____

Name: _____ Date: _____

Signature (only if submitted on paper): _____