1. Preamble & Definitions

1.1. Preamble

These Terms & Conditions (hereinafter referred to as the "Terms") govern the access to and use of the online service provided by Splendaria Sàrl, a company incorporated under the laws of Switzerland, with registered offices at Route de St.-Cergue 115b, 1260 Nyon, Switzerland (hereinafter "Splendaria", "we", "us" or "our").

By accessing or using the Splendaria website, platform, and services (the "Service"), you (the "User" or "you") agree to be legally bound by these Terms. If you do not agree to these Terms, you must not use the Service.

The Service is intended exclusively for the generation of photorealistic architectural visualizations (interior and exterior) using generative AI technology, based on input provided by the User (e.g., sketches, photos) and a selected or described design style.

Use of the Service for any other purpose, including but not limited to unethical, illegal, deceptive, offensive, harmful, or misleading activities, is strictly prohibited.

The Service is primarily offered in English. Translations are provided for convenience only. In the event of discrepancies or inconsistencies, the English version shall prevail.

1.2. Definitions

For the purpose of these Terms, the following definitions apply:

- "Splendaria" refers to Splendaria Sàrl, a company registered in Switzerland, Canton of Vaud, under Swiss law.

- "Service" means the online platform, website, and all functionalities offered by Splendaria for generating photorealistic architectural and interior/exterior design images using generative AI technology.

- "User" means any individual or legal entity accessing or using the Service.

- "Organizational User" means any User accessing the Service on behalf of, or for the benefit of, a company, organization, association, government entity, or other legal entity.

- "Output Images" means the images generated by the Service based on User-provided inputs.

- "Inputs" means the sketches, photographs, descriptions, style selections, textual prompts, or any other data, materials, or instructions provided by the User for the purpose of generating Output Images. Users must not provide Inputs containing personal information, biometric data, photographs of identifiable individuals, or any content that violates applicable privacy, data protection, or intellectual property laws.

- "Prompts" means any textual instructions, descriptions, or other user-provided text intended to guide the generation of Output Images. Prompts are considered part of the Inputs.

- "Fair Use Limit" means the maximum number of Output Images a User may generate per month under a standard paid plan, currently set at 1,000 images per month, unless otherwise specified in writing by Splendaria.

- "Free Trial" means the initial, free-of-charge entitlement allowing a User to generate up to 5 Output Images before subscribing to a paid plan.

- "Intended Purpose" means the generation of architectural, interior, and exterior design visualizations, strictly for lawful, ethical, and responsible design, presentation, and visualization purposes.

- "Prohibited Uses" means any use of the Service or Output Images that:

    - Violates applicable laws or regulations;

    - Involves offensive, harmful, discriminatory, or defamatory content;

    - Involves deepfakes, impersonation, or deceptive representations;

    - Is unrelated to architectural, interior, or exterior design;

    - Infringes intellectual property or privacy rights of third parties;

    - Breaches ethical standards of responsible AI use.

- "Stripe" means the third-party payment processor used by Splendaria to facilitate payments.

- "AI Act" refers to Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 March 2024 laying down harmonized rules on Artificial Intelligence (AI Act) and amending certain Union legislative acts, as well as comparable Swiss and international AI regulations.

2. Acceptance of Terms

2.1. Binding Agreement

By accessing, registering for, or using the Service provided by Splendaria, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms, our Privacy Policy, and any additional policies or notices referenced herein.

If you do not agree to these Terms, you are strictly prohibited from accessing or using the Service.

2.2. Organizational Users

If you are accessing or using the Service on behalf of a company, organization, association, government entity, or other legal entity (collectively, an "Organizational User"), you represent and warrant that:

- You have the legal authority to bind such entity to these Terms;

- The entity agrees to these Terms;

- The entity must register with Splendaria and enter into a separate agreement before using the Service beyond the Free Trial or for commercial purposes.

Failure to comply with this requirement may result in suspension or termination of access to the Service.

2.3. English Version Prevails

The Service, including these Terms, is available in English, French, German, Italian, Spanish, and Portuguese. These translations are provided for convenience only. In the event of any conflict or inconsistency between versions, the English version shall govern and prevail in all respects.

2.4. Eligibility

You may only use the Service if you:

- Are at least 18 years old and legally capable of entering into binding contracts;

- Have full legal capacity and authority to accept these Terms;

- Use the Service exclusively for lawful purposes in accordance with the Intended Purpose.

2.5. Modifications

Splendaria reserves the right to modify or update these Terms at any time, in its sole discretion. In such cases:

- We will provide notice of material changes, for example via email or through the Service;

- Continued use of the Service after the effective date of any changes constitutes acceptance of the revised Terms.

If you do not agree to the amended Terms, you must cease all use of the Service.

3. Service Description

3.1. Nature of the Service

Splendaria provides an online generative AI service (the "Service") that enables Users to transform architectural input images into photorealistic visualizations. The Service allows Users to:

- Upload sketches, photos, or other suitable images;

- Select a design style from predefined options or describe a style through text input;

- Generate high-quality photorealistic images for architectural, interior, and exterior design purposes (the "Output Images").

The Service is designed to enhance the visual presentation and conceptualization of architectural and design projects. It is intended to support individuals and organizations in visualizing, communicating, and exploring design ideas in an accessible and efficient manner.

3.2. Intended Purpose

The Service is intended strictly for use in the generation of architectural, interior, and exterior design visualizations. Acceptable uses include:

- Interior design concept exploration and presentation;

- Exterior architectural design visualization;

- Conceptual renderings for private, professional, or community design projects.

Any use of the Service or the Output Images for purposes beyond this Intended Purpose is strictly prohibited.

3.3. Prohibited Uses

The Service may not be used for, and the Output Images may not be applied to, any of the following:

- Deepfakes, impersonation, or deceptive representations;

- Creation or dissemination of offensive, discriminatory, violent, illegal, harmful, or misleading content;

- Political, religious, defamatory, pornographic, or otherwise sensitive content unrelated to architectural or interior/exterior design;

- Commercial activities for Organizational Users who have not entered into a separate agreement with Splendaria;

- Any use that violates applicable laws, regulations, or ethical standards;

- Attempts to reverse-engineer, copy, or replicate the underlying AI models, software, or infrastructure of the Service.

3.4. Service Availability and Modifications

Splendaria strives to provide reliable and continuous access to the Service but does not guarantee:

- Uninterrupted or error-free operation;

- That the Service will meet the User's specific requirements beyond the Intended Purpose;

- That Output Images will always meet subjective aesthetic expectations.

Splendaria reserves the right to:

- Modify, update, or discontinue the Service or any part thereof at its sole discretion;

- Restrict access for maintenance, security, or operational reasons;

- Suspend or terminate access for Users violating these Terms.

4. Free Trial & Paid Plans

4.1. Free Trial

Splendaria offers a one-time Free Trial to new Users, allowing them to generate up to five (5) Output Images at no cost.

The Free Trial is subject to the following conditions:

- The Free Trial is strictly personal and non-transferable;

- Users may not create multiple accounts or use other deceptive means to access more than one Free Trial;

- Splendaria reserves the right to deny, suspend, or revoke the Free Trial at its sole discretion, particularly in cases of suspected abuse.

4.2. Paid Plans and Fair Use

After the Free Trial, continued use of the Service requires the purchase of a paid plan.

Paid plans are offered on a Fair Use Basis, which allows for the generation of up to 1,000 Output Images per month per individual User, unless otherwise specified in writing by Splendaria.

Splendaria reserves the right to monitor usage to ensure compliance with Fair Use and to:

- Suspend or terminate accounts that exceed Fair Use limits without authorization;

- Request additional payment or require a higher-tier plan for Users with exceptional usage needs.

Splendaria may monitor usage patterns to detect potential misuse, including:

- Excessive image generation inconsistent with individual (or Small Studio use, defined below);

- Multiple unrelated individuals sharing a single account;

- Use of individual plans by larger organizations beyond permitted Small Studio exceptions (as defined in the next section).

4.3. Organizational Users

Organizations, businesses, government entities, or any other legal entities intending to use the Service for commercial, professional, or organizational purposes must:

- Register with Splendaria in advance;

- Enter into a separate written agreement detailing pricing, permitted usage, and specific terms applicable to organizational use.

Exception: Small Studios with no more than 5 individuals, engaged in architectural, design, or similar professional activities, may use individual paid plans, provided:

- Each individual using the Service must have their own valid individual paid plan;

- Each individual using the Service must comply with Fair Use limits;

- Account sharing between multiple individuals is strictly prohibited;

- They do not share Output Images beyond their immediate studio activities;

- They do not provide generated Output Images to third parties as part of a resale, licensing, or broader commercial offering beyond their design projects.

Splendaria reserves the right to request proof of eligibility for the Small Studio exception and to suspend or terminate access if the criteria are not met.

Use of the Service by Organizational Users without such an agreement is strictly prohibited and may result in suspension or termination.

4.4. Payment Terms

All payments for the Service are processed securely via Stripe, a third-party payment provider.

- Users must provide accurate and complete payment information;

- Charges will appear in favor of Splendaria Sàrl, with funds deposited into the company's designated bank account;

- Splendaria is not responsible for errors, delays, or disputes arising from Stripe's services;

- Prices are displayed in an applicable currency and may include applicable taxes.

Splendaria reserves the right to adjust pricing at any time, with reasonable notice to existing Users.

5. Ownership & Use of Output

5.1. Ownership of Output Images

Subject to compliance with these Terms and applicable law, Splendaria grants Users ownership rights over the Output Images generated through their lawful use of the Service.

This ownership extends solely to the final Output Images and does not:

- Include any rights to the underlying AI models, algorithms, software, or infrastructure used to generate the Output Images;

- Grant any license or rights to use Splendaria's trademarks, logos, or proprietary materials, except as expressly authorized.

5.2. User Responsibility for Outputs

By using the Service, the User acknowledges and agrees that:

- The Output Images are generated based on User-provided Inputs and style selections;

- It is the sole responsibility of the User to ensure that their use of the Output Images complies with:

    - All applicable laws and regulations (including copyright, privacy, and data protection laws);

    - These Terms;

    - Ethical standards and responsible use requirements.

Splendaria does not verify, control, or assume liability for how Users utilize the Output Images.

5.3. Prohibited Uses of Output Images

Users are strictly prohibited from using the Output Images for:

- Any purpose unrelated to architectural, interior, or exterior design;

- Deceptive, misleading, offensive, discriminatory, defamatory, or harmful content;

- Deepfakes, impersonation, or deceptive representations;

- Political, religious, or otherwise sensitive content that exceeds the Intended Purpose;

- Illegal activities or in violation of third-party rights, including intellectual property rights and privacy rights;

- Applications that violate the AI Act, GDPR, Swiss law, or other applicable regulations.

- The Service may not be used to process or generate Output Images based on Inputs containing personal data, biometric data, or photographs of identifiable individuals.

5.4. Disclaimer of Liability

Splendaria explicitly disclaims any liability for:

- The specific content or accuracy of the Output Images;

- Any legal, financial, reputational, or other consequences resulting from a User's use or misuse of the Output Images;

- Any third-party claims arising from the User's use of the Output Images.

Users agree to indemnify and hold harmless Splendaria from any claims, damages, or liabilities arising from their use of the Output Images in breach of these Terms.

6. User Responsibilities

6.1. Lawful and Ethical Use

Users agree to access and use the Service and any Output Images strictly for lawful, ethical, and responsible purposes.

In particular, Users shall:

- Use the Service solely for the Intended Purpose, namely architectural, interior, and exterior design visualizations;

- Ensure that all Inputs provided to the Service (including images, sketches, descriptions, and other materials) are lawful, non-infringing, and ethically appropriate;

- Refrain from uploading, generating, or using any content that is illegal, offensive, harmful, discriminatory, defamatory, or otherwise violates these Terms.

Users are strictly prohibited from uploading Inputs that contain:

- Personal information of any individual, including photographs of identifiable persons;

- Biometric data or images of faces intended for recognition or identification;

- Content that violates privacy, data protection, or intellectual property rights of others.

6.2. Compliance with Laws and Regulations

Users are solely responsible for ensuring that their use of the Service and Output Images complies with:

- All applicable local, national, and international laws and regulations, including but not limited to:

  - Swiss law;

  - The European Union AI Act, where applicable;

  - Data protection regulations, including the Swiss Federal Data Protection Act (FADP) and the General Data Protection Regulation (GDPR);

  - Intellectual property and copyright laws;

- Industry standards and ethical guidelines related to responsible AI use.

Splendaria disclaims any liability for misuse, unlawful use, or unethical application of the Service by Users.

6.3. Accurate Information

Users must provide accurate, complete, and up-to-date information when:

- Creating an account;

- Selecting plans or services;

- Communicating with Splendaria.

Failure to provide accurate information may result in suspension or termination of access to the Service.

6.4. Technical Restrictions

Users are prohibited from:

- Attempting to bypass, disable, or circumvent any technical or security measures implemented within the Service;

- Reverse-engineering, decompiling, or otherwise attempting to extract the underlying source code, AI models, or algorithms;

- Using automated tools, bots, or scripts to access or interact with the Service in ways that exceed normal, fair, or intended usage;

- Interfering with or disrupting the integrity or performance of the Service.

6.5. Account Security

Users are responsible for:

- Maintaining the confidentiality of their account credentials;

- Restricting access to their accounts;

- Notifying Splendaria immediately of any unauthorized access or security breach.

Splendaria is not liable for any loss or damage resulting from failure to comply with these security obligations.

7. Data Processing & Privacy

7.1. Data Collection and Processing

To operate the Service and generate Output Images, Splendaria collects and processes certain personal and non-personal data provided by the User, including but not limited to:

- Account information (e.g., name, email, payment details);

- Uploaded Inputs (e.g., sketches, photos, descriptions, style preferences) and Prompts;

- Technical data (e.g., device information, browser type, IP address);

- Usage data (e.g., number of generated images, frequency of use).

Such data is processed strictly for the purposes of:

- Providing the Service;

- Generating the requested Output Images;

- Ensuring system security, performance, and maintenance;

- Preventing misuse and enforcing these Terms;

- Fulfilling legal obligations.

7.2. Third-Party Providers

Splendaria relies on third-party service providers to support the delivery of the Service, including:

- AI model hosting and processing;

- Cloud infrastructure;

- Payment processing (e.g., Stripe);

- Security and monitoring tools.

Where such third parties process data, they do so strictly on behalf of Splendaria and in accordance with:

- Swiss data protection law;

- The General Data Protection Regulation (GDPR);

- The European Union AI Act, where applicable;

- Data minimization and security principles.

7.3. Data Transfers

Given the use of third-party providers, some data may be transferred to or processed in countries outside Switzerland or the European Economic Area (EEA). In such cases, Splendaria ensures that:

- Adequate safeguards are in place (e.g., Standard Contractual Clauses or equivalent);

- Data transfers comply with applicable data protection regulations;

- Only the minimum necessary data is shared to fulfill the Service.

7.4. AI-Specific Transparency

In accordance with the AI Act and applicable regulations, Splendaria informs Users that:

- The Output Images are generated by AI systems;

- The AI system operates based on generative diffusion models and style transfer algorithms;

- While reasonable efforts are made to ensure quality, the AI-generated Outputs may contain inaccuracies or artifacts;

- The AI system does not perform biometric identification, surveillance, or other high-risk AI tasks as defined by the AI Act.

7.5. Data Retention

Splendaria retains User data only for as long as necessary to:

- Provide the Service;

- Fulfill legal obligations;

- Resolve disputes;

- Enforce these Terms.

Uploaded Inputs, Prompts, and Output Images may be stored for as long as reasonably necessary to operate, maintain, and improve the Service, to comply with legal obligations, to ensure security, or to fulfill other legitimate business purposes permitted by applicable law. Splendaria does not guarantee permanent storage of such data and may delete it at its discretion, except where retention is required for Service functionality, security, legal compliance, or as otherwise specified in these Terms.

Unless you have exercised your right to opt out as described in Section 11.7, you grant Splendaria a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, process, reproduce, modify, and store your Inputs (including Prompts), Output Images, and any other data you provide through the Service for the purposes of:

- Training, fine-tuning, and developing existing and future AI models operated by Splendaria;

- Creating, improving, and offering new AI-based products, features, or services;

- Enhancing Service performance, accuracy, and capabilities;

- Ensuring system functionality, security, and compliance with legal obligations.

This use includes the possibility of processing, aggregating, anonymizing, or pseudonymizing your data in accordance with applicable data protection laws and Splendaria's Privacy Policy.

If you do not consent to such use, you may exercise your opt-out rights as set out in Section 11.7.

7.6. User Rights

Subject to applicable data protection laws, Users have the right to:

- Access, correct, or delete their personal data;

- Object to certain types of processing;

- Request data portability, where technically feasible;

- Withdraw consent, where processing is based on consent.

Requests regarding data protection may be directed to: dataprotection@splendaria.com

7.7. Further Information

For full details on how Splendaria collects, uses, and protects personal data, please refer to our Privacy Policy, which forms an integral part of these Terms.

8. AI-Specific Disclosures

8.1. AI-Generated Content

The Output Images generated by the Service are produced using artificial intelligence (AI) models integrated into the Service. These AI models include generative AI technology operated by trusted third-party providers through secure API connections.

Splendaria does not own or develop the AI models provided by such third parties and assumes no responsibility for the underlying functionality, accuracy, or limitations of these external models, beyond its obligation to integrate them in a secure and compliant manner.

Splendaria implements reasonable technical and organizational measures to ensure that the use of third-party AI models via APIs complies with applicable data protection laws, the EU AI Act, and other relevant regulations.

- The Output Images are generated using AI models integrated into the Service, including generative AI models provided by trusted third-party providers through secure APIs. These models are designed to transform User-provided Inputs into possibly photorealistic architectural visualizations based on the selected or described style.

- The Service does not involve human artistic or design intervention in the creation of Output Images beyond the User's own Inputs and style choices.

8.2. Intended Use and AI Risk Category

In accordance with the European Union AI Act (Regulation (EU) 2024/1689) and comparable Swiss and international AI regulations:

- The Splendaria Service is designed exclusively for low-risk AI applications, namely the generation of architectural visualizations for conceptual and design purposes.

- The Service does not perform, and may not be used for, any high-risk AI activities.

Any attempt to misuse the Service for such prohibited purposes is strictly forbidden and constitutes a material breach of these Terms.

8.3. Strictly Prohibited Uses

Users may not, under any circumstances, use the Service, Output Images, or underlying AI technology for any of the following purposes:

High-Risk or Prohibited AI Applications (as defined by the AI Act), including:

- Biometric identification, categorization, or verification;

- Emotion recognition;

- Surveillance, predictive policing, or law enforcement applications;

- Migration, asylum, or border control decisions;

- Employment-related decision-making or monitoring;

- Education performance assessments or automated admissions;

- Access to essential services, social benefits, or public services;

- AI intended to influence elections or democratic processes;

- Any AI application classified as high-risk or prohibited under the AI Act.

Engineering, Technical, or Safety-Critical Uses:

The Service and Output Images must not be used for:

- Structural engineering or technical building assessments;

- Construction specifications, safety-critical design decisions, or regulatory submissions;

- Replacing CAD plans, engineering drawings, or legally required technical documentation;

- Any medical, healthcare, or clinical application;

- Autonomous vehicle development, robotics control, or any safety system.

8.4. No Substitution for Professional Services

The Output Images are intended solely as conceptual, visual representations. They:

- Are not architectural, engineering, construction, or regulatory advice;

- Do not replace the expertise or judgment of qualified professionals;

- Must not be relied upon for technical, legal, or safety-related decision-making.

8.3. AI System Limitations

Users acknowledge that:

- The AI system generates visual outputs based on the Inputs provided and the selected or described style;

- The quality, realism, and accuracy of the Output Images depend on the quality and clarity of the Inputs and style specifications;

- While the AI system strives to produce photorealistic images, the Outputs may contain inaccuracies, artifacts, or unrealistic elements;

- The Service does not guarantee that Output Images conform to real-world measurements, technical standards, or construction requirements.

- The Service is not a substitute for professional architectural design, engineering, or construction advice.

8.4. Transparency and Human Oversight

Splendaria commits to:

- Clearly identifying that the Output Images are AI-generated;

- Maintaining human oversight in the development, operation, and monitoring of the AI system;

- Continuously improving the system in line with ethical AI principles and regulatory requirements.

Splendaria provides Users with the ability to opt out of having their Inputs, Prompts, and Output Images used for AI training and development purposes, in line with applicable AI regulations. Details of this opt-out mechanism are provided in Section 11.7.

8.5. User Obligations Regarding AI Outputs

Users are fully responsible for:

- Ensuring that their use of AI-generated Output Images complies with applicable laws, regulations, and ethical standards;

- Not presenting the Output Images as human-created artwork, explicitly disclosing it as AI-generated;

- Not modifying or reusing the Output Images for purposes that could mislead, deceive, or cause harm;

- Not using the Output Images in high-risk, prohibited, or safety-critical applications, or applications in violation of the AI Act and other applicable regulations.

9. Limitations of Liability

9.1. Service Provided "As Is"

The Service and all Output Images are provided on an "as is" and "as available" basis.

Splendaria makes no warranties or representations, express or implied, regarding:

- The accuracy, completeness, reliability, or suitability of the Output Images;

- The Service's uninterrupted, timely, secure, or error-free operation;

- The compatibility of the Service with specific devices, software, or User requirements;

- The fitness of the Output Images for any purpose beyond the Intended Purpose of architectural, interior, or exterior design visualizations.

9.2. Exclusion of Liability

To the maximum extent permitted by law, Splendaria, its affiliates, employees, partners, and service providers disclaim all liability for:

- Any direct, indirect, incidental, consequential, or special damages arising from the use or inability to use the Service or Output Images;

- Loss of profits, revenue, business opportunities, or data;

- Legal, financial, reputational, or other consequences arising from:

  - User-provided Inputs;

  - User misuse of the Service or Output Images;

  - Violation of these Terms by the User;

  - User use of the Service in violation of applicable laws or regulations;

- Any content, conduct, or representations made by Users through or in connection with the Service.

9.3. AI System Limitations

Users acknowledge and accept the inherent limitations of AI-generated content, including:

- The possibility of inaccuracies, artifacts, or unrealistic elements in Output Images;

- The AI system's dependence on the quality of User-provided Inputs;

- The absence of professional human validation of the Outputs.

Splendaria shall not be liable for any consequences resulting from the reliance on, or use of, the Output Images beyond their intended conceptual visualization purpose.

9.4. Third-Party Services

Splendaria may rely on third-party providers (e.g., Stripe for payments, infrastructure services) to deliver aspects of the Service.

- Splendaria is not liable for failures, errors, or damages arising from third-party services beyond its reasonable control;

- Users are subject to the terms and conditions of such third-party providers.

9.5. Mandatory Consumer Rights

Nothing in these Terms shall exclude or limit liability where such exclusion or limitation is prohibited by applicable law, including mandatory consumer protection rights.

10. Suspension & Termination

10.1. Grounds for Suspension or Termination

Splendaria reserves the right to suspend or terminate a User's access to the Service, with or without prior notice, in the event of:

- Violation of these Terms, including but not limited to:

    - Exceeding Fair Use limits without authorization;

    - Use of the Service or Output Images for Prohibited Uses;

    - Providing false, incomplete, or misleading information during registration or use of the Service;

    - Attempting to bypass technical or security measures;

- Suspected or actual illegal, unethical, or harmful activity;

- Non-payment or failure to maintain a valid payment method for paid plans;

- Inappropriate behavior, abuse, or harassment of Splendaria staff or other Users;

- Use of the Service by Organizational Users without a separate agreement.

10.2. Immediate Termination for Material Breach

Splendaria may immediately terminate access to the Service if a User:

- Uses the Service for high-risk AI purposes prohibited under the AI Act;

- Uploads illegal, offensive, or harmful content;

- Repeatedly violates the Intended Purpose restriction.

10.3. Consequences of Suspension or Termination

In the event of suspension or termination:

- The User's right to access the Service will cease immediately;

- Any remaining access to Output Images or stored data may be restricted or deleted;

- Fees paid are non-refundable, except where required by mandatory law;

- The User remains responsible for all obligations and liabilities incurred prior to termination.

10.4. Termination by User

Users may terminate their account at any time by:

- Accessing account settings and following the account deletion process;

- Contacting Splendaria via contact@splendaria.com with a clear termination request.

Termination of the account will:

- Immediately cease access to the Service;

- Result in the deletion of User account data in accordance with the Data Retention policy, unless otherwise required by law.

10.5. Survival of Terms

The following sections shall survive termination for any reason:

- Ownership & Use of Output (Section 5);

- Limitations of Liability (Section 9);

- Intellectual Property (Section 11);

- Governing Law & Jurisdiction (Section 12);

- Any other provisions that by their nature are intended to survive.

11. Intellectual Property

11.1. Ownership of the Service

All rights, title, and interest in and to the Service, including but not limited to:

- The underlying software, algorithms, AI models, and infrastructure;

- The design, layout, and functionality of the website and platform;

- Splendaria trademarks, logos, domain names, and other brand elements;

- All proprietary technologies and content developed or provided by Splendaria,

remain the exclusive property of Splendaria Sàrl or its licensors.

Nothing in these Terms shall be construed as transferring any intellectual property rights to the User, except for the limited rights expressly granted herein.

11.2. License to Users

Subject to compliance with these Terms, Splendaria grants Users a limited, non-exclusive, non-transferable, revocable license to:

- Access and use the Service for the Intended Purpose;

- Generate and use Output Images for lawful architectural, interior, and exterior design purposes.

This license does not permit:

- Reverse-engineering, decompiling, or attempting to extract the source code, AI models, or algorithms;

- Copying, modifying, distributing, or creating derivative works of the Service itself;

- Use of Splendaria trademarks, logos, or branding without prior written consent.

11.3. License for Uploaded Content

By uploading or providing any Inputs (e.g., sketches, photos, descriptions, style specifications) or Prompts to the Service, you grant Splendaria a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, reproduce, process, modify, transmit, and store such Inputs and Prompts, as well as the Output Images generated from them, for the following purposes:

- Operating, maintaining, and improving the Service;

- Developing, training, and enhancing existing and future AI models, algorithms, and systems operated by Splendaria;

- Ensuring system functionality, security, and performance;

- Complying with legal obligations.

This license is subject to your opt-out rights as described in Section 11.7.

Splendaria does not claim ownership of the Inputs, but requires this license to deliver the Service effectively and lawfully, as well as to develop and improve user experience, new and existing products and services.

The User represents and warrants that:

- They have all necessary rights, licenses, and permissions to provide the Inputs;

- The Inputs do not infringe the intellectual property, privacy, or other rights of any third party;

- The Inputs do not contain illegal, offensive, or harmful content.

11.4. No Rights to Splendaria Technology

The User acknowledges that:

- The AI-generated Output Images result from the operation of proprietary AI models and software;

- The User acquires no rights, title, or interest in the underlying AI models, source code, algorithms, or infrastructure;

- Use of the Service does not grant access to, or license for, Splendaria's proprietary technology beyond what is strictly necessary to use the Service.

11.5. Use of Data for AI System and Product Development

By using the Service, you acknowledge and agree that:

- Splendaria may use the Inputs you provide (including sketches, photos, descriptions, and style specifications), Prompts, and the Output Images generated through the Service to develop, train, and improve existing and future AI systems, models, and algorithms operated by Splendaria;

- This use includes improving Service performance, accuracy, and capabilities, as well as the development of existing and new AI technologies, products, or services;

- Splendaria may process, aggregate, anonymize, or pseudonymize your data for these purposes, in accordance with applicable laws and its Privacy Policy;

- Splendaria is not obligated to compensate you for such use of your Inputs or Output Images, provided that such use complies with these Terms and applicable data protection and AI regulations.

You retain ownership of your Output Images, as outlined in Section 5, but you grant Splendaria the necessary rights to use your Inputs, Prompts, and Outputs for the purposes described above and below, unless you have explicitly exercised your opt-out rights under Section 11.7.

11.6. Use of Inputs, Prompts, and Output Images for AI Training and Development

By using the Service, you expressly grant Splendaria a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use your:

- Inputs, including sketches, photos, descriptions, style specifications, and any other data provided;

- Prompts, including any textual descriptions or instructions submitted to the Service; and

- Output Images, including AI-generated images created through your use of the Service;

for the following purposes:

- Developing, training, and improving existing and future AI models, algorithms, and systems operated by Splendaria;

- Enhancing Service performance, accuracy, and capabilities;

- Creating new technologies, products, and services.

Splendaria may process, aggregate, anonymize, or pseudonymize your data for these purposes, in accordance with applicable data protection laws and its Privacy Policy.

This license is necessary to ensure the ongoing development, quality, and responsible operation of Splendaria's AI systems.

11.7. Opt-Out from AI Training

Users have the right to opt out of having their Inputs, Prompts, and Output Images used for AI training and development purposes.

To exercise this right, you may:

1. By Email: Send an email to optout@splendaria.com, using the email address associated with your Splendaria account. The subject line of the email must contain exactly the word "optout" (case-insensitive, no additional text).

2. Via Account Settings: Once available, access your Splendaria account settings and select the AI Training Opt-Out option from the menu.

Please note:

- Opting out does not affect your ownership rights over Output Images or your ability to use the Service within its Intended Purpose.

- Opting out may limit Splendaria's ability to improve the Service based on your data.

- Opting out does not apply retroactively to data already processed before your opt-out request was received and confirmed.

- Splendaria will make reasonable efforts to process your opt-out request. While we strive to process requests in a timely manner, actual processing times may vary depending on technical, operational, or legal factors. Where feasible, we may send a confirmation once your opt-out has been activated.

12. Governing Law & Jurisdiction

12.1. Governing Law

These Terms, and any dispute, claim, or controversy arising out of or in connection with them, the Service, or the use of Output Images, shall be governed by and construed in accordance with the laws of Switzerland, to the exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.2. Place of Jurisdiction

Any dispute, claim, or controversy arising out of or relating to these Terms, the Service, or the use of Output Images shall be subject to the exclusive jurisdiction of the competent courts at Nyon, Canton of Vaud, Switzerland, subject to any mandatory statutory provisions granting jurisdiction to other courts.

12.3. Consumer Protection Exception

If you are a consumer residing in a country with mandatory consumer protection laws that provide for jurisdiction or governing law different from those specified above, such mandatory provisions shall apply to the extent required by law.

12.4. Language

In the event of any dispute, the legally binding version of these Terms shall be the English version.

13. Changes to Terms

13.1. Right to Modify

Splendaria reserves the right to modify, update, or replace these Terms at any time, at its sole discretion.

- Material changes will be communicated via reasonable means, such as email notifications or announcements on the Service;

- The updated Terms will indicate the effective date of the revision.

13.2. User Acceptance of Changes

By continuing to access or use the Service after the effective date of any changes to these Terms, the User agrees to be bound by the revised Terms.

If the User does not agree to the updated Terms, they must:

- Cease all use of the Service; and

- Cancel their subscription in accordance with Section 15.

13.3. Archived Versions

Previous versions of these Terms may be made available upon request for transparency.

14. Contact Information

For questions, notices, or communications regarding these Terms or the Service, Users may contact Splendaria at:

Splendaria Sàrl
Route de St.-Cergue 115b
1260 Nyon, Switzerland

Email: contact@splendaria.com

Splendaria aims to respond to inquiries within a reasonable time but makes no guarantee of specific response times.

15. Refund and Cancellation Policy

15.1. No Refunds for Partial Use

All paid subscription plans for the Splendaria Service are billed in advance for the selected billing period (e.g., monthly or annually, as applicable).

- Refunds are not provided for partial use, early termination, or unused portions of a subscription;

- This policy applies regardless of whether:

  - The User voluntarily discontinues use of the Service;

  - The Service is suspended or terminated due to a breach of these Terms;

  - The User does not fully utilize the included Fair Use limit.

By subscribing to a paid plan, the User expressly acknowledges and agrees to this no-refund policy.

15.2. Cancellation by the User

Users may cancel their subscription to the Service at any time by:

- Accessing their account settings and following the cancellation instructions; or

- Contacting Splendaria at services@splendaria.com with a clear cancellation request.

Upon cancellation:

- The Service will remain active until the end of the current paid billing period;

- No further charges will apply after the current billing period ends;

- No refunds, credits, or pro-rata reimbursements will be provided for the remaining period of the subscription.

15.3. Effect of Cancellation

At the conclusion of the current billing period following cancellation:

- The subscription will not automatically renew;

- Access to paid features of the Service will cease;

- Any previously generated Output Images remain subject to these Terms.

15.4. Termination by Splendaria

If Splendaria terminates a User's account due to a violation of these Terms:

- The User forfeits all remaining subscription time;

- No refunds, credits, or compensation will be provided;

- Splendaria reserves the right to restrict or delete access to the User's account and data as set forth in Section 10.