

Terms of Service and Privacy Policy for UnrealPhotos.io

Last updated and effective: 3 June 2025

1. Introduction

Welcome to UnrealPhotos.io. By using our website, applications, or any related services (collectively, the "Service"), you agree to the following Terms of Service and Privacy Policy. Please read them carefully.

2. Eligibility and User Restrictions

By accessing or using **UnrealPhotos.io** (the "Service"), you confirm and guarantee the following:

1. **Age Restriction:**

You must be **at least 18 years old** (or the legal age of majority in your jurisdiction, whichever is higher). By using our Service, you represent that you fulfill this age requirement. If you do not meet this requirement, you must not access or use UnrealPhotos.io (the "service").

2. **Compliance with Local Laws:**

It is your responsibility to ensure your use of UnrealPhotos.io complies fully with all applicable laws, rules, and regulations within your jurisdiction or any jurisdiction from which you access our Service. UnrealPhotos.io makes no representation or warranty that our Service is appropriate or available for use in all locations worldwide.

3. **Politically Exposed Persons (PEPs):**

If you are classified as a politically exposed person (PEP)—meaning you currently hold or have previously held a prominent public position—you are **not permitted** to use UnrealPhotos.io. By using our Service, you explicitly confirm that you are not a PEP.

4. **Identity Verification:**

We do **not** require formal identity verification (such as government-issued identification documents) for general use of our Service. However, we reserve the right to request additional verification or suspend access if we reasonably suspect a violation of these Terms of Service.

Failure to comply with any of these eligibility conditions may result in immediate suspension or termination of your account and/or access to UnrealPhotos.io without refund or compensation.

2. User Responsibilities and Prohibited Uses

User Responsibilities

When uploading or generating content using **UnrealPhotos.io**, you agree and warrant:

- **Consent and Permissions:**

You represent and confirm that you have obtained appropriate consent from all individuals whose images or likenesses you upload or utilize on the Service. You acknowledge and accept

sole responsibility for verifying and retaining proof of such consent. **UnrealPhotos.io** does not verify user-uploaded content for consent and expressly disclaims liability in this regard.

- **Age Compliance:**

You explicitly agree that you will **never upload, create, or share content depicting or involving minors under the age of 18**, whether explicit or otherwise. Any violation will lead to immediate suspension or termination of your account, reporting to relevant authorities, and potential legal actions.

Prohibited Uses

You expressly agree NOT to use **UnrealPhotos.io** to:

- **Inappropriate or Adult Content:**

Generate, distribute, or otherwise engage with any form of pornographic, explicit, sexually suggestive, or otherwise inappropriate content.

- **Violent, Hateful, or Discriminatory Content:**

Produce, share, or support content that is violent, hateful, discriminatory, defamatory, harassing, threatening, offensive, abusive, or otherwise harmful in any manner.

- **Political or Misinformation Activities:**

Generate or distribute content aimed at spreading misinformation, deceptive or misleading narratives, political propaganda, false claims, or any content intended to manipulate, deceive, or negatively impact individuals, groups, or societies.

- **Deepfake and Fraudulent Content:**

Create misleading "deepfake" content intended to deceive, misrepresent, or falsely portray individuals, organizations, or events. Additionally, you agree never to produce falsified documents, impersonations, fake credentials, or otherwise fraudulent or deceptive materials.

- **Illegal Activities:**

Participate in, encourage, or promote any form of illegal activities or schemes, including but not limited to fraud, scams, hacking, identity theft, or data breaches.

- **Security and System Abuse:**

Attempt to hack, penetrate, bypass, circumvent, or disrupt security measures of UnrealPhotos.io. You further agree not to engage in scraping, automated access using bots, scripts, excessive resource usage, or other actions that could impair the Service's infrastructure or availability.

Violation of these terms will result in immediate suspension or termination of your account without notice, potential legal action, and reporting to relevant law enforcement or authorities.

3. Intellectual Property, Content Ownership, and Licensing

Ownership of Your Content

All AI-generated images, content, and other creative outputs you create using **UnrealPhotos.io** (collectively, "Your Content") remain fully yours. You retain all intellectual property rights and ownership of the content you produce through our Service, subject to the licensing conditions below.

License to UnrealPhotos.io

By using our Service, you grant **UnrealPhotos.io** a worldwide, perpetual, irrevocable, royalty-free, non-exclusive license to use, store, process, analyze, and adapt Your Content solely for the following purposes:

- **Technical support and troubleshooting:** We may use Your Content internally to help address user support requests or resolve technical issues.

We explicitly confirm that we will **not use Your Content for external marketing or promotional purposes without obtaining your explicit prior consent**.

Public Sharing and Privacy

By default, all content you generate or upload remains **private and secure** within our storage systems. UnrealPhotos.io will not publicly share or distribute your images or creations unless you explicitly decide to share them publicly yourself.

It is solely your decision and responsibility to share any content externally or publicly.

Intellectual Property and Trademarks

You explicitly agree and represent that:

- **Originality and Permissions:**
Your Content must be original or used under appropriate license. You must not upload or generate content that violates copyrights, trademarks, or intellectual property rights of third parties.
You acknowledge that verifying these rights is solely your responsibility. UnrealPhotos.io is not responsible for user-generated content infringement issues.
- **Use of UnrealPhotos.io's Intellectual Property:**
All trademarks, logos, brand names, designs, and proprietary materials belonging to UnrealPhotos.io are protected by applicable intellectual property laws. You must not use, copy, distribute, modify, or reproduce any of UnrealPhotos.io's trademarks or proprietary assets without our explicit written consent.

Enforcement and Checks

UnrealPhotos.io reserves the right—but is under no obligation—to occasionally verify user-generated content for compliance with intellectual property laws. We may perform checks or request additional information from users at our discretion. However, this does not relieve users from their primary responsibility to ensure content compliance.

4. Payments, Subscriptions, and Cancellation Policy

Subscription Plans

UnrealPhotos.io offers the following subscription options:

- **Monthly Subscription**
- **Yearly Subscription**
- **Lifetime Access**

Subscriptions (monthly or yearly) will automatically renew unless explicitly canceled by you prior to the renewal date. Your subscription will renew for the same duration as your initial subscription period.

Cancellation Policy

You may cancel your subscription at any time. Upon cancellation, your subscription will remain active until the end of the current billing period. You will retain full access to your account and features until the subscription naturally expires.

- **Monthly subscriptions** canceled mid-month will remain active until the current billing month ends.
- **Yearly subscriptions** canceled mid-year will remain active until the current billing year ends.
- **Lifetime access** is a one-time payment and is not subject to renewal or cancellation.

No additional charges will apply after cancellation.

Taxes and Additional Fees

All subscription fees listed by UnrealPhotos.io exclude applicable taxes, duties, or other governmental charges. You are solely responsible for any applicable taxes or fees required by your local laws or jurisdiction. UnrealPhotos.io may collect taxes where required by law and explicitly stated during checkout; otherwise, responsibility for compliance remains yours.

5. Limitation of Liability and Disclaimer of Warranties

Liability Limitation

To the fullest extent permitted by applicable law, the total liability of **UnrealPhotos.io**, its directors, officers, employees, partners, agents, suppliers, or affiliates for any claims arising from or related to your use of the Service is limited to either **USD \$150** or **the total amount you have paid us** during the last twelve (12) months—whichever amount is greater.

Exclusion of Consequential Damages

Under no circumstances will **UnrealPhotos.io** be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including, but not limited to:

- Loss of profits or revenue
- Loss of data, goodwill, or business interruption

- Costs of procurement of substitute services or products
- Other intangible losses resulting directly or indirectly from your use of, inability to use, or reliance upon our Service.

This limitation applies whether such claims arise under contract, tort, strict liability, negligence, or any other legal theory—even if UnrealPhotos.io has been advised of the possibility of such damages.

Disclaimer of Warranties (Service Provided “As-Is”)

The **UnrealPhotos.io** Service is provided to you explicitly on an “**as-is**” and “**as available**” basis. We expressly disclaim any warranties—express or implied—including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from a course of dealing or usage of trade.

We do not guarantee that:

- Our Service will meet your specific expectations or requirements.
- Our Service will be uninterrupted, timely, secure, error-free, or always available.
- The content or results generated through our Service will be accurate, reliable, or error-free.

Content Responsibility Disclaimer

UnrealPhotos.io explicitly disclaims responsibility and liability for all content uploaded, created, or shared by users. You acknowledge that all user-generated content is the sole responsibility of the user who creates, uploads, or shares such content. We assume no obligation to review or monitor content proactively.

6. Dispute Resolution and Legal Claims

Individual Claims Only

By using **UnrealPhotos.io**, you agree that any legal claim or dispute between you and UnrealPhotos.io will be handled **individually**. You waive any right to participate in a class action, class arbitration, or other representative legal proceeding.

Time Limit to File Claims

You agree that any claim or cause of action you may have related to your use of UnrealPhotos.io must be filed **within one (1) year** after such claim arose. Otherwise, it will be permanently barred.

7. Privacy and Data Protection

What We Collect

By using **UnrealPhotos.io**, you agree that we may collect and process certain personal information, including but not limited to:

- Your name and email address
- Gender (if provided)
- Uploaded images and any content you generate or submit
- IP address, browser type, device details, and usage information
- Metadata about how you use our platform (e.g., page views, features accessed)

This information helps us deliver, maintain, secure, and improve our services.

How We Use Your Data

We use your data to:

- Provide and operate the UnrealPhotos.io platform
- Deliver technical support and respond to user requests
- Improve features, performance, and user experience
- Monitor and prevent misuse, abuse, or violations of our Terms
- Comply with legal obligations

Third-Party Services

We work with trusted partners who help us operate and improve our services. These include:

- **Stripe** – for secure payment processing
- **Vercel** – for hosting our platform infrastructure
- **MongoDB Atlas** – for secure database storage

These third parties may process your data only on our behalf and in accordance with this Privacy Policy.

Data Storage and International Transfers

Your information may be stored and processed on servers located **outside your country of residence**, including in countries that may not provide the same level of data protection. By using UnrealPhotos.io, you consent to this transfer.

We implement physical, technical, and organizational measures to protect your data from unauthorized access, loss, or misuse.

Your Privacy Rights

Depending on your location (e.g., **EU/EEA, UK, Switzerland, or California**), you may have rights under data protection laws, including:

- The right to access the personal data we hold about you

- The right to request correction or deletion of your data
- The right to object to processing or request restrictions
- The right to data portability (where applicable)
- The right to withdraw consent at any time (where processing is based on consent)

To exercise any of these rights, please contact us at: **support@unrealphotos.io**. We may ask for verification of identity before processing your request.

Children's Privacy

UnrealPhotos.io is not intended for anyone under the age of 18. We do **not knowingly collect or store personal information from children**. If you believe a child under 18 has submitted personal data to us, please contact us immediately so we can remove it.

8. Changes to Terms and Contact Information

Changes to These Terms

We may update these Terms of Service and Privacy Policy from time to time to reflect changes in our business, technology, legal requirements, or user feedback.

- When changes are made, we will update the “Last Updated” date at the top of the document.
- In some cases, we may notify you via email or in-app message if the changes are significant.
- Your continued use of **UnrealPhotos.io** after any changes take effect constitutes your acceptance of the updated Terms.

We encourage you to review these terms periodically.

Contact Information

If you have any questions, concerns, or requests regarding these Terms or your data, please contact us:

Email: support@unrealphotos.io

Website: <https://unrealphotos.io>