

TERMS OF USE

Last updated: June 22, 2026

These Terms of Use ("Terms") constitute a legally binding agreement between you and **Tasmanic Editions S.A.S.** ("Tasmanic", "we", "us", or "our"), a company registered in France (SIREN: 794114934), located at 91 Rue du Faubourg Saint-Honoré, 75008 Paris, FRANCE.

These Terms provide further details, restrictions, and AI-specific rules for our service. They do not replace the standard Apple Terms of Use (EULA), which applies to all users who download the "Make it PRO" app from the iOS App Store. You can find the standard Apple EULA here:

<http://www.apple.com/legal/itunes/appstore/dev/stdeula>

By downloading, installing, or using our mobile application "**Make it PRO**" (the "App"), you agree to be bound by both these Terms and the standard Apple EULA. In case of conflict between these Terms and Apple's Standard EULA, Apple's Standard EULA applies to the extent required by Apple's terms and applicable law. If you do not agree, do not use the App.

PRIVACY POLICY

To understand how we collect, store, and process your data (including your photos), please review our Privacy Policy here: <https://api.makeitpro.app/legal/privacy-policy.pdf>

1. Description of the Service

"Make it PRO" is an artificial intelligence-powered photo enhancement application. The App allows users to upload a photo, select an enhancement intensity percentage, and process the image through third-party AI models to generate a professional-grade version of the photo (e.g., transforming a messy room into a clean, well-lit real estate shot, or a standard food picture into a professional commercial asset).

2. Age Requirements & Eligibility

YOU MUST BE AT LEAST 16 YEARS OLD TO USE THIS APP. By using the App, you represent and warrant that you are 16 years of age or older. If you are under 16, you are strictly prohibited from using the Service.

3. Subscriptions, Payments & Credit System

In-App Purchases and Subscriptions

The App offers premium features and credit packs through the **Apple App Store** or **Google Play Store**. All billing, renewals, and cancellations are handled exclusively by these platform stores. Tasmanic cannot issue refunds directly; any refund requests must comply with Apple's or Google's refund policies.

Token Credit System & Expiration

The core functionality of the App operates on a token/credit system:

- **Premium Subscriptions:** Subscribing to a premium plan grants you a specific amount of tokens per billing period (e.g., monthly). **Unused tokens do not roll over** to the next period and automatically expire at the end of each billing cycle.
- **Daily Free Token:** Tasmanic may provide one (1) free token per day to allow users to test the App. This daily token expires at the end of each day if unused.
- **Watermark:** Images generated using free daily tokens or trial versions will include a mandatory digital **watermark**. Removing, altering, or bypassing this watermark by any technical means is strictly prohibited.

4. Content Moderation & AI Automated Filters

The App uses third-party AI models. These providers implement strict automated safety filters to prevent the generation of harmful, explicit, or illegal content.

- **Automated Rejection:** If you upload a photo that triggers the safety filters of OpenAI (including but not limited to nudity, violence, hate speech, or sensitive personal data), the request will be **automatically rejected**, and the App will display an error message.
- **No Refund for Blocked Tokens:** Tasmanic is not responsible for content rejections triggered by these third-party safety filters. If a token is consumed or a request is blocked due to a violation of safety guidelines, Tasmanic is under no obligation to restore the token or provide financial compensation.

5. Intellectual Property & Content Rights

User Content (Inputs)

You retain ownership of any photos you upload to the App. However, you represent and warrant that:

- You own the uploaded content or have obtained all necessary licenses, rights, consents, and permissions to use and authorize us to process it.
- Your content does not contain illegal, pornographic, hateful, copyright-infringing, or defamatory material.

Generated Content (Outputs)

Subject to your compliance with these Terms, Tasmanic hereby assigns to you all its rights, titles, and interests (if any) in and to the output image generated by the AI. You are free to use the final "PRO" images for both personal and commercial purposes.

- *Note: AI-generated content protection laws vary by country; Tasmanic makes no guarantees regarding the legal enforceability of copyright ownership over AI-generated outputs.*

6. Commercial Use & Fair Representation Disclaimer

If you use "Make it PRO" for professional or commercial purposes (including but not limited to real estate listings, restaurant menus, e-commerce, or advertising):

- **Your Responsibility:** You are solely responsible for ensuring that the modified "PRO" image does not constitute deceptive advertising, fraudulent representation, or consumer misleading.
- **Accuracy:** The AI enhances aesthetic quality (lighting, straightening, cleanliness) but may alter fine details. You must ensure that the final image provides a fair representation of the actual product, property, or service you are selling. Tasmanic shall not be held liable for any legal actions, claims, or losses arising from deceptive representations made using the App.

7. Limitation of Liability & Disclaimer of Warranties

AI Limitations

The App relies on third-party Artificial Intelligence technologies by OpenAI. AI is inherently unpredictable. Tasmanic **does not guarantee** that the generated images will meet your expectations, be free of visual anomalies ("glitches"), or be historically or physically accurate.

Disclaimer

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TASMANIC EDITIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL TASMANIC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, USE, GOODWILL, OR BUSINESS REPUTATION, ARISING OUT OF YOUR USE OF THE APP OR ANY AI-GENERATED OUTPUTS.

8. Prohibited Conduct

You agree not to:

- Use the App to create deepfakes, manipulate identities, or generate deceptive visual content intended to harm, blackmail, or defame individuals.
- Reverse engineer, decompile, or attempt to extract the source code or underlying algorithms of the App.
- Bypass any security measures or usage limitations set by the App.

9. Subscription

Weekly 20, Monthly S, Monthly M, and Monthly XL are recurring subscriptions. You can cancel your subscription at any time by going to your account settings on the App Store. Subscriptions automatically renew unless canceled at least 24 hours before the end of the current period. Your Apple ID account will be charged for renewal within 24 hours prior to the end of the current period.

10. Governing Law & Jurisdiction

These Terms and your use of the App shall be governed by and construed in accordance with the **laws of France**, without regard to its conflict of law principles.

Any dispute, controversy, or claim arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the competent **courts of Paris, France**.

11. Contact Us

If you have any questions or concerns regarding these Terms, please contact us at:

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75008 Paris, France

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