

Terms of Service – Matchy AI

Last Updated: June 28, 2026

Welcome to Matchy AI! These Terms of Service (“Terms”) govern your access to and use of the Matchy AI mobile application and related services (collectively, the “Service”). By using our Service, you agree to be bound by these Terms.

1. The Service

Matchy AI is an artificial-intelligence-based photo and video generation app. You upload one or more photos of yourself, and the app re-renders you into different styles, scenes, outfits, and short videos using generative-AI models. The Service is provided on a subscription and credit-based model.

2. Eligibility and Access

- **Age Requirement:** You must be at least 17 years old to use this Service.
- **Account:** To access certain features, you must create an account. You are responsible for maintaining the security of your account and for all activities that occur under it.

3. User Content and Data

- **Ownership:** You retain all rights to the photos you upload to the Service (“User Content”).
- **License to Us:** By uploading content, you grant Matchy AI a worldwide, royalty-free license to process, host, transmit to our AI providers, and use your images solely to provide and improve our AI services.
- **Your Representations:** You represent and warrant that you own or have all necessary rights and consents to the photos you upload, and that your upload does not violate any law or any third party’s rights.
- **Prohibited Content:** You may not upload content that is illegal, offensive, pornographic, or infringes on the intellectual-property rights of others.

4. Matchy AI Intellectual Property

- **Platform Ownership:** All rights, titles, and interests in the AI models, software, “look and feel,” the “Matchy AI” name, and the technology behind the Service belong to us.
- **Licensed Output:** Subject to your compliance with these Terms, we grant you a non-exclusive, limited license to use the images and videos generated by our AI for your own lawful personal and commercial purposes.

5. Credits, Subscriptions, and Payments

- **Diamonds (Virtual Currency):** The app uses an in-app virtual currency (“Diamonds”) to access AI features. Diamonds have no monetary value, are not redeemable for cash, and cannot be transferred outside the app.
- **One-time Diamond Packs:** Diamonds purchased individually as one-time in-app purchases are yours to use within the app and do not expire.
- **Subscriptions:** We offer auto-renewing subscriptions (such as weekly, monthly, and annual plans). Payment is charged to your App Store or Google Play account at confirmation of purchase. Subscriptions automatically renew at the then-current price unless cancelled at least 24 hours before the end of the current period. You can manage or cancel subscriptions, and restore previous purchases, in your Apple App Store or Google Play account settings. Deleting the app does not cancel a subscription.
- **No Refunds:** All purchases are final and non-refundable unless required by local mandatory law or by the applicable app-store rules.
- **Price Changes:** We reserve the right to change our fees, credit pricing, or the amount of Diamonds required per feature at any time, with notice to you.

6. Third-Party Services and Advertising

Our app uses the Meta (Facebook) SDK to send anonymized usage events to Meta Platforms, Inc. for the purpose of measuring and optimizing our advertising campaigns on Instagram and Facebook. No third-party ads are displayed within the app. On iOS, you will be asked for permission via Apple’s App Tracking Transparency (ATT) prompt before any device identifiers are shared. The Service also relies on Google Firebase, RevenueCat, and AI model providers; your use of those services may be subject to their own terms.

7. AI-Generated Content

You acknowledge that AI generation can occasionally produce inaccurate, unexpected, or stylized results that may not resemble you precisely, and that similar outputs may be generated for other users. You are responsible for how you use and share your generated content, and you must not present it in a deceptive or harmful way.

8. Acceptable Use

You agree not to:

- Upload photos of any other person without their explicit consent, or photos of minors.
- Create nudity, sexually explicit, hateful, harassing, or otherwise unlawful content, or deceptive “deepfake” content of real individuals (including public figures) in a way that is misleading or harmful.
- Reverse engineer or attempt to extract the source code, model weights, or prompts of the AI models.
- Circumvent usage limits, the Diamonds/credit system, payment mechanisms, or security measures.

- Use automated systems (crawlers, scrapers) to access the Service.

9. Termination

- **By You:** You may stop using the Service at any time.
- **By Us:** We may suspend or terminate your access immediately if you violate these Terms or if your use poses a security risk.
- **Effect of Termination:** Upon termination, your right to use the Service ceases, and we may delete your stored data. Unused Diamonds may be forfeited if your account is terminated for a violation of these Terms.

10. Disclaimers and Limitation of Liability

- **“As-Is” Basis:** The Service and all generated content are provided “as-is” and “as available,” without warranties of any kind. AI generation can occasionally produce inaccurate or unexpected results.
- **Liability Cap:** To the maximum extent permitted by law, Matchy AI’s total liability for any claim shall not exceed the amount you paid us in the six months prior to the claim.

11. Changes to Terms

We may update these Terms from time to time. If the changes are material, we will notify you through the app. Continued use of the Service after the changes take effect constitutes acceptance of the revised Terms.

12. Governing Law

These Terms are governed by the laws of the jurisdiction where our company is incorporated, without regard to conflict-of-law principles.

13. Apple App Store Additional Terms

If you download the app from the Apple App Store, the following also applies:

- These Terms are between you and us only, not with Apple. Apple is not responsible for the app or its content and has no obligation to provide maintenance or support.
- In the event of any failure of the app to conform to an applicable warranty, you may notify Apple, and Apple may refund the purchase price (if any); to the maximum extent permitted by law, Apple has no other warranty obligation.
- Apple is not responsible for addressing any claims relating to the app (including product-liability, legal/regulatory, or intellectual-property claims).
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

14. Contact Us

For any questions regarding these Terms, please contact us:

Email: aiandthehuman@gmail.com