

Terms & Conditions

BEFORE USING THE APPLICATION YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY AND BY USING THE SITE AND/OR THE APPLICATION YOU AGREE TO ACCEPT THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SITE AND THE APPLICATION.

Last updated: March 18, 2025

Welcome to Romantic AI!

These Terms of Service ("Terms") govern your use of Romantic AI and the content and services (collectively referred to as the "Service," "us," "we," or "our") offered through Romantic AI via our website chat.romanticai.com and its subdomains (the "Website").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors and users who wish to access or use the Service.

The following terms shall have the following meanings in these Terms and Conditions:

- The term "device" refers to the device which is used to access the Service including but not limited to computers, smartphones, and tablets.
- The term "service" refers to a program that allows chatting with a chatbot via text and photos
- The term "You" refers to the user or visitor of the Service.
- The term "chatbot " refers to artificially intelligent simulation taught by our Romantic AI support team.
- The term "Hearts" refers to units that allow you to purchase virtual gifts, photo and audio generations to your virtual chatbot (s).

When you sign up for any of the Services or otherwise use or access them, you agree to be bound by these Terms and all applicable laws, rules, and regulations. By using the Service, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using the Service.

1. OUR SERVICE AND RESPONSIBILITIES

1.1. Romantic AI offers a program that allows You to chat with a chatbot via text and photos. A chatbot is made as software that responds to your messages

1.2. You acknowledge that you are communicating with software whose activity we cannot constantly control. You agree that our responsibility for the activities of software is limited in accordance with clauses, including, but not limited to, 1.3, 1.4, 1.5, 1.6, 10, 11.1, 11.2, and 11.3 of these Terms. We are responsible only for violation of user rights and failure to perform our responsibilities under these Terms. If you decide to act on the Service's advice, you bear the risk of the consequences of such actions.

1.3. If you suppose the Service's responses are offensive, you can make a report either via email at support@romanticaai.com or in the Settings section/chatbox on the Website. After receiving the report, either to your email or through a bot (depending on how you send the report), you will be notified that your report is pending.

1.4. You acknowledge that the communication via the chatbot belongs to software.

1.5. Romantic AI is neither a provider of healthcare or medical Service nor providing medical care, mental health Service, or other professional Service. Only your doctor, therapist, or any other specialist can do that. Romantic AI MAKES NO CLAIMS, REPRESENTATIONS, WARRANTIES, OR GUARANTEES THAT THE SERVICE PROVIDE A THERAPEUTIC, MEDICAL, OR OTHER PROFESSIONAL HELP.

1.6. Please do not use our Service for emergency situations. Provided you suggest having a medical or mental health emergency, calling an ambulance,

or going to the doctor or therapist. We are not liable for any mental disorders, the tendency to suicide of users, or any other health damage.

2. USE OF SERVICE

2.1. You may use our Website worldwide (except in territories where the use of our Website is restricted by the authority and/or Romantic AI), but You must comply with the laws of the relevant country in which you use our Website, and You agree to be responsible for compliance with the laws of the relevant country.

2.2. When you start using our Service, you guarantee that you are at least 18 years old (or at the age of majority in each jurisdiction where you use this website) and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or outdated information may result in the immediate termination of your account on the Service.

2.3. By using the Service, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of their provisions. You may not authorize others to use your account, nor may you assign or transfer your account to any other person or entity. You agree to notify the Service immediately of any unauthorized use of your password or account or any other breach of security.

2.4. Your User Content must not violate any applicable law or regulation, encourage or enable such violations, or infringe upon any third-party rights, including but not limited to Intellectual Property Rights and privacy rights.

2.5. To use our Service on your device, your device must meet certain system requirements. These requirements can be found on the Website.

2.6. **Registration Obligations.** You may be required to complete a registration form to access and use certain features of the Service. If you choose to register, you agree to provide and maintain true, accurate, current, and complete information as prompted by the registration form. Registration data and certain other information about you are governed by our Privacy Policy.

2.7. It is your responsibility to stay informed and periodically review these Terms for any updates. Romantic AI will not be liable for your neglect of your legal rights. You may have only one account with the Service.

3. SUBSCRIPTION AND PAID SERVICES

3.1. Romantic AI offers you subscription programs and paid services which are the following:

- “Basic”: no-charge program, which provides limited access to the Service. We reserve the right to deny the free use to anyone at any time at our own discretion.
- “Premium”: a subscription-fee-based program. You can become a subscriber to Premium by purchasing a subscription to the Service.
- You can purchase a currency - Hearts.

3.2. “Premium” shall be paid in weekly, monthly, quarterly, semi-annual or annual installments. You will only have access to a paid subscription while it is active and subsisting. Should you fail to pay your subscription within 7 days after the due date, you will automatically downgrade to “Basic”.

3.3. The renewal subscription fees will continue to be billed to the Payment Method you provided automatically until canceled. In case you prefer not to renew your subscription, you shall cancel your subscription before its renewal each billing period in order to avoid billing the next subscription fee to the Payment Method you provided. You can modify or cancel your paid subscription where you originally acquired the subscription.

3.4. We, at our sole discretion and at any time, may modify the subscription fees. Any subscription fee change will become effective at the end of the then-current subscription period. We will provide you with reasonable prior notice of any change in subscription fees to give you an opportunity to terminate your subscription before such change becomes effective. Your continued use of the Service after the subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

4. REFUND POLICY

4.1. If you purchase a subscription through Stripe, the sale is final, and we do not provide refunds. Your purchase will be subject to Stripe's payment policy, which may not offer refunds. However, in certain limited cases, we may consider a refund if an error was made on our part or if a technical issue affected the service.

4.2. Refunds will not be granted for any partial subscription periods.

The 14-day refund policy for EU residents does not apply, as the purchase grants immediate access to a digital product.

5. TERMINATION OF SERVICE

5.1. You may terminate your account at any time by deleting your account in the Service. This action is irreversible. If you delete your account, all the data associated with your use of the Service will be removed permanently.

You may terminate "Premium" and downgrade to "Basic" at any time without deleting your account. Be noted that termination of "Premium" is effective at the end of the applicable billing period.

5.2. We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

6. COMMUNICATION & OFFERS

By agreeing to become a User you opt-in to receive occasional special offers, marketing, survey, and Services-based communication notifications. Such notifications may include push notifications, reminders, invitations, suggestions, and descriptions of existing, new, or future services, other important notices, as well as marketing and promotional content.

7. CONDITIONS OF USE

7.1. User Conduct

You agree to comply with the following conditions in using the Service. You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, or other materials

("content") that you upload, post, publish, or display (hereinafter, "upload") or email or otherwise use via the Service.

The following are examples of the kind of content and/or use that is illegal or prohibited by Romantic AI. We are entitled, in our sole discretion, to investigate and take necessary legal action against anyone who breaches this provision, including but not limited to removing the offending content from the Service, suspending or terminating the account of such violators, and reporting you to the law enforcement authorities.

You agree to not use the Service to:

- Upload any content that:
 - (i) infringes any intellectual property or other proprietary rights of any party;
 - (ii) you do not have the right to upload under any law or contractual or fiduciary relationships;
 - (iii) contains software viruses or any other malicious code designed to disrupt, destroy, or limit the functionality of software, hardware, or telecommunications equipment;
 - (iv) poses or creates a privacy or security risk to any person;
 - (v) constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - (vi) is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, hateful, racially or ethnically offensive, or otherwise objectionable;
 - (vii) in the sole judgment of **Romantic AI**, is inappropriate or restricts or inhibits others from using the Service, or may expose **Romantic AI** or its users to any harm or liability.
- Interfere with or disrupt the Service, servers, or networks connected to the Service, or disobey any related policies or regulations.
- Violate any applicable local, state, national, or international law, these Terms, or our Privacy Policy.
- Impersonate any person or entity, or misrepresent your affiliation with a person or entity.

- Collect contact information (including email addresses) of other users for any unauthorized purpose.
- Advertise, sell, or buy any goods or services unless explicitly authorized.
- Promote criminal activity or provide instructions for illegal activities.
- Attempt to access, obtain, or modify any materials or information not intentionally made available through the Service.
- Circumvent any technological measures designed to protect the Service.
- Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to access any source code of the Service, unless explicitly allowed by an open-source license.
- Violate any applicable laws or regulations.

7.2. Non-commercial use. The Service is solely for your personal use.

7.3 All Users and Visitors acknowledge and agree that Romantic AI is not required to verify, and therefore cannot be held responsible for any Users' actions or inactions related to the Site and/or their compliance with applicable law.

Romantic AI is not responsible for any Visitor's/User's behavior while using the Site.

7.4 Users are responsible for maintaining the confidentiality of their password and account, if any, and are fully responsible for any and all activities that occur under their password or account. You agree to (a) immediately notify **Romantic AI** of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. **Romantic AI** will not be liable for any loss or damage arising from your failure to comply with this paragraph.

Romantic AI is not responsible for any Visitor's/User's behavior while using the Site.

7.5. Data Usage for Model Training. You acknowledge and agree that anonymous data generated from your interactions with AI chatbots may be collected and used to improve and train **Romantic AI** models.

You expressly consent to this data usage, understanding that it will not include any personally identifiable information. Furthermore, you acknowledge that you have no claim or ownership over the collected data and waive any rights or claims related to its use for model training.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Romantic AI owns, licenses, or otherwise retains all intellectual property rights in the Service. These rights include, but are not limited to, database rights, copyrights, design rights (registered and unregistered), patents, trademarks (registered and unregistered), and other similar rights worldwide, including the right to seek protection for them. The Service is protected by copyright, trademark, and other applicable laws in the United States and internationally. Our trademarks and trade dress may not be used in connection with any product or service without prior written consent.

By using our Service, you grant Romantic AI an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, distribute, and create derivative works from any content or information you provide. You also represent and warrant that you have the legal right to grant this license, including the right to authorize sublicenses.

8.2 User Content

With respect to the content or other materials you upload to or create using the Services (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, or are otherwise permitted to use them for the applicable purposes, for example by license or legal exception or limitation.

By creating or uploading any User Content you own or create using the Service, you retain all rights in it (to the extent you would otherwise hold such rights) and hereby grant and will grant Romantic AI to the fullest extent permitted under the law a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content for any Romantic AI-related purpose in any form, medium or technology now known or later developed.

Romantic AI takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Platform. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Platform, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Romantic AI shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

8.3 Third Party Material.

Romantic AI is not responsible for any content or materials created by third parties, including character bots and any generated content resulting from their use. This includes, but is not limited to, potential intellectual property infringements, errors, omissions, or any loss or damage incurred as a result of using such content.

You acknowledge that Romantic AI does not pre-screen content. However, Romantic AI and its designees reserve the right (but not the obligation) to refuse or remove any content available on the Website or through the Services at their sole discretion.

Without limiting the above, Romantic AI may remove any content that violates these Terms or is otherwise deemed objectionable in its sole discretion. You agree that you assume all risks associated with the use of any content, including reliance on its accuracy, completeness, or usefulness.

8.4. Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at support@romanticaai.com and include in Your notice a detailed description of the alleged infringement in accordance with the procedure set forth below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Romantic AI will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement.

A written notification of claimed copyright infringement should be mailed to:
Just Web It Oy, Tegelhagen 2 LT2, 02780 Espoo, Finland

support@romanticaai.com

Upon receipt of a notification, the Company will take whatever action, at its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

9. LINKS TO OTHER WEBSITES

Our Service may contain links to third-party websites or services that are not owned or controlled by us. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

10. NETWORKING SERVICE

You may enable, connect, or log in to the Service via your email, Apple, Facebook, or Google accounts ("Networking Service"). To make this feature and capabilities beneficial, we may ask you to authenticate, register for or log into Networking Services on the websites of their respective providers. However, kindly remember usage, storage, and disclosure of your information by Networking Service is governed solely by the policies of such third parties, and Romantic AI shall not be liable or responsible for the privacy practices or other actions of any third-party site or service that may be enabled within the Service.

11. INDEMNIFICATION

You agree to defend, indemnify and hold us and our licensee and licensors, and their employees, contractors, agents, officers, and directors, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these

Terms. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

12. LIMITATION OF LIABILITY

12.1. You understand that you are communicating with software and it sends you the messages according to the triggers that you provide it with. The content sent to you by the Romantic AI is user-generated and processed by the Service in the manner and under the terms stipulated in these Terms. That is why by using the Service You may be exposed to content that You may find offensive, indecent, incorrect, or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

12.2. We reserve the right, but not the obligation, to, at our sole discretion, determine whether or not any content is appropriate and complies with these Terms, refuse or remove this content. We further reserve the right to make formatting and edits and change the manner of any content. We can also limit or revoke the use of the Service if You post such objectionable content. As we cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk.

12.3. Except in jurisdictions where such provisions are restricted, in no event shall we, nor our directors, employees, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, cost of procurement of substitute Service or Service interruptions, even if we know or have been advised of the possibility of such damages resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever, and regardless of the form of the

action, will at all times be limited to the amount paid, if any, by you to us for the Service during the term of use of your account.

13. DISCLAIMER

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis and is provided without warranties of any kind, whether express, statutory, or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

We and our subsidiaries, affiliates, and licensors do not warrant that a) the Service will function uninterrupted, secure, or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; d) the results of using the Service will meet your requirements and expectations or success.

Although each user must agree to the Terms, we cannot guarantee that each user is at least the required minimum age, nor do we accept responsibility or liability for any content, communication, or other use or access of the Service by persons under the age of 18 in violation of these Terms. In addition, it is possible that other users (including unauthorized users, or "hackers") may post or transmit offensive or obscene materials through the Service and that you may be involuntarily exposed to such offensive or obscene materials. It also is possible for others to obtain personal information about you due to your use of the Service. Those others may use your information for purposes other than what you intended. We are not responsible for the use of any personal information that you disclose on the Service. Please carefully select the type of information that you post on the Service or release to other users. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICE OR OTHERWISE. Under no circumstances will we be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Service, any content posted or transmitted to users, or any interactions between users, whether online or offline.

14. DISPUTE RESOLUTION

If You have any concerns or disputes about the Service, You agree to first try to resolve the dispute informally by contacting the Company through email — support@romantica.ai

You may bring a claim only on your own behalf, and not on behalf of any official or other person, or class of people. You waive your right to participate in or have your dispute heard and resolved as, a class action, a class arbitration, or a representative action.

You agree to release, indemnify and hold us and our affiliates, our officers, employees, directors, and agents harmless from any and all losses, damages, and expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service or any related information, any user content, your application(s) to us or the results thereof, your violation of these Terms or your violation of any rights of another.

If You are a user from the state or region where the 'Limitation of Liability' and 'Disclaimer' sections are limited by the state law, the above sections are intended to be only as broad as is permitted under the state law. If any portion of these sections is held to be invalid under state law, the invalidity of such portions shall not affect the validity of the remaining portions of the applicable section.

If You are a European Union consumer, you will benefit from any mandatory consumer law provisions of the law of the country in which you are resident. If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

15. CHARGEBACK AND FRAUD MITIGATION POLICY

Romantic AI is dedicated to preventing fraud and managing chargebacks effectively. We implement stringent security measures to verify transactions and user identities, minimizing the risk of fraudulent activities. Users are encouraged to report any suspicious transactions or discrepancies promptly. In cases of disputed transactions, we engage with users and financial institutions to resolve issues in accordance with our transparent dispute-resolution process.

16. YOUR PRIVACY

At Romantic AI, we respect the privacy of our users. For details please see our [Privacy Policy](#). By using the Service, you consent to our collection and use of personal data as outlined therein.

17. COMPLAINT POLICY

For details on how complaints are handled, please consult the Complaint Policy document.

18. CONTENT MANAGEMENT POLICY

For information on age verification, content review, and real-time platform monitoring, see our Content Management Policy.

19. CONTENT REMOVAL POLICY

Guidelines for content removal requests are detailed in the Content Removal Policy document.

20. DMCA POLICY

For copyright complaints under the Digital Millennium Copyright Act, refer to our DMCA Policy.

21. UNDERAGE POLICY

Measures to prevent underage access are detailed in the Underage Policy.

22. COOKIES POLICY

Our use of cookies and tracking technologies is described in the Cookies Policy.

23. BLOCKED CONTENT POLICY

Defines prohibited content on our platform to ensure a safe and legal online environment. Specifics on what constitutes blocked content and the repercussions of violations can be found in our Blocked Content Policy document.

24. 18 U.S.C. 2257 Exemption Statement

This section outlines compliance with the requirements of 18 U.S.C. 2257, providing age and record-keeping information related to content. For full details, please refer to our 18 U.S.C. 2257 Exemption Statement document.

25. CHANGES TO THESE TERMS AND CONDITIONS

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. It is your responsibility to review the Terms and Conditions frequently and to remain informed of any changes to them. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

26. CONTACT US

If you have any questions about these Terms, please contact our Customer Support Team at support@romanticaai.com

Just Web It Oy

Tegelhagen 2 LT2, 02780 Espoo, Finland