

Vivid Home – Terms of Use

1. General Provisions

- 1.1. These Terms of Use (hereinafter: “Terms”) define the rules for using the Vivid Home application (hereinafter: “Application”).
- 1.2. The Application is available on iOS and Android platforms.
- 1.3. Using the Application is equivalent to accepting these Terms.
- 1.4. The User declares that they are an individual using the Application for personal, non-commercial purposes.
- 1.5. The Operator reserves the right to modify or update the Application, its functionalities, or these Terms at any time. Continued use of the Application after such changes constitutes acceptance of the updated Terms.

2. Definitions

- 2.1. **Application** – the Vivid Home mobile application, which enables Users to visualize and redesign their interiors using artificial intelligence. The Application allows Users to upload or take photos of rooms, generate design variations, chat with an AI assistant, and store or share generated designs.
- 2.2. **User** – an individual using the Application.
- 2.3. **Operator** – the entity managing and maintaining the Application.
- 2.4. **Generated Content** – visualizations, images, and designs generated by the Application’s AI system based on photos or text provided by the User.
- 2.5. **Uploaded Content** – photos and other materials provided by the User to the Application.

3. Registration

- 3.1. Registration in the Application is completed by providing the necessary data during the registration process, which may include an email address or phone number.
- 3.2. The User will receive an authorization code or link to verify their identity.
- 3.3. The User is responsible for maintaining the confidentiality of their login credentials and for all activities conducted under their account.

4. Rules for Using the Application

- 4.1. After registration, the User gains access to the following functionalities:

- Uploading or taking photos of interiors,
- Generating AI-based interior designs,
- Using the AI Chat feature to adjust and refine designs,
- Browsing, editing, and saving generated projects in the personal gallery,

- Exploring inspiration and style options offered by the Application.

4.2. Uploaded photos and generated images may be **publicly visible** within the Application or on the Operator's online platforms for community inspiration and promotional purposes. By uploading photos or using the generation feature, the User grants the Operator a **non-exclusive, worldwide, royalty-free license** to use, reproduce, display, and distribute such content for marketing, educational, or community purposes.

4.3. The User declares that all uploaded photos are owned by them and do not infringe any third-party rights.

4.4. The Operator reserves the right to moderate or remove any content deemed inappropriate, unlawful, or in violation of these Terms.

4.5. The Application and its AI features are provided for visualization and entertainment purposes only. The Operator does not guarantee the accuracy, realism, or suitability of generated designs for real-world implementation.

5. Rights and Obligations of Users

5.1. The User has the right to use the Application in accordance with its intended purpose.

5.2. The User agrees not to engage in actions that could disrupt the Application's operation or violate the rights of other Users or the Operator.

5.3. The User is obligated to comply with these Terms.

5.4. The User may delete their account at any time without incurring additional costs. Deleting the account results in the removal of private data but may not remove previously shared public content (e.g., photos or designs shared publicly or used in promotional materials).

6. Liability

6.1. The Operator is not liable for damages resulting from misuse of the Application or incorrect use of the generated designs.

6.2. The Operator reserves the right to temporarily disable the Application for maintenance purposes.

6.3. The Operator does not guarantee uninterrupted access to the Application or the accuracy of AI-generated designs.

6.4. The Operator shall not be liable for any indirect or consequential damages resulting from the use of the Application.

7. Privacy and Protection of Personal Data

7.1. The data controller is the Operator. For all matters related to the processing of personal data, please contact: **designer@vivids.ai**

7.2. Personal data are processed solely for the purposes of Application operation, user account management, and provision of services.

7.3. The User's personal data are processed based on consent and in accordance with applicable

data protection regulations.

7.4. The User has the right to:

- access their personal data,
- request correction or deletion of their personal data,
- restrict or object to data processing,
- withdraw consent to data processing,
- lodge a complaint with the relevant supervisory authority.

7.5. Detailed information on data processing is available in the **Privacy Policy**.

8. Complaint Procedure

8.1. The User may submit complaints regarding the operation of the Application via the contact form or email: **designer@vivids.ai**

8.2. Complaints will be processed within **14 days** from the date of receipt.

9. Final Provisions

9.1. The Operator reserves the right to amend these Terms at any time. Updates will take effect upon their publication in the Application.

9.2. In matters not regulated by these Terms, the applicable provisions of **Polish law** shall apply.