



## FaceSynth Terms Of Use

Updated : 20.05.2026

Welcome to FaceSynth ! We encourage you to carefully review our Terms of Use ("Terms") and Privacy Notice prior to utilizing the services offered by Wellborn Creative Ltd. (referred to as "**FaceSynth**", "we", "us"). These Terms form a binding agreement between FaceSynth and you, the user ("**you**", "**your**"), governing your access to and use of our website at **wellborncreative.com** ("Site"), and the services available through the Site and the FaceSynth mobile application ("App"). Collectively, the Site, our services, and App are referred to as the "Services".

**IMPORTANT NOTICE FOR U.S. CUSTOMERS REGARDING ARBITRATION:** By accepting these Terms, you consent to resolve any disputes with FaceSynth through binding arbitration instead of in court, with limited exceptions. Please closely examine Section 14 "Governing Law and Dispute Resolution" for more details on arbitration.

By accessing our Services, downloading the App from the Apple App Store or another platform, or installing the application, you consent to adhere to these Terms and the FaceSynth Privacy Notice. If you disagree with these Terms, you should not use our Services.

## **1. Description of Services**

FaceSynth offers an innovative online synthetic media application powered by artificial intelligence to create unique content.

**Find a Pattern:** Start by selecting a picture, GIF, or video from our extensive third-party library ("FaceSynth Content") or choose from your device's gallery.

**Upload:** You can upload a GIF, video, image, photo, or picture containing faces from your device in supported formats and sizes ("Face Content").

**Swap:** Utilize the "FaceSynth" button or similar options to allow our AI algorithms to scan and instantly swap faces in your chosen content, creating a new object ("Generated Content").

**Share & Download:** Share your Generated Content via social media, email, or directly download it to your device. Remember, shared content becomes public within the App.

**Scope of Services:** We reserve the right to modify the Services' functionality, pricing, and fees at our discretion without prior notice.

**Feedback:** Your feedback, comments, and suggestions for improvements are highly valued. By submitting feedback, you grant us the freedom to use it without any restrictions or compensation.

## **2. Who Can Use the Services**

To use our Services, you must be at least 14 years old or of the minimum age in your jurisdiction that allows consent to data processing. You must not be prohibited from using the Services under applicable laws. Certain Services features require an account, so it's crucial to provide accurate, complete, and up-to-date account information. You are responsible for maintaining the confidentiality of your account details and for all activities under your account.

## **3. FaceSynth Content**

FaceSynth Intellectual Property: Our Services, including text, graphics, trademarks, and other FaceSynth Content, are protected by intellectual property laws and owned by FaceSynth or its affiliates. All rights not explicitly granted in these Terms are reserved by FaceSynth .

License: Subject to these Terms, FaceSynth grants you a limited, non-exclusive, non-transferable license to use the Services for personal, non-commercial purposes.

Use Restrictions: You are prohibited from commercial use, unauthorized copying, modification, or any attempt to discover the source code of the Services, among other restrictions.

Third-party Content: The license does not extend to third-party content available through the Services. Unauthorized use beyond what is explicitly authorized is prohibited and will result in termination of the license granted under these Terms.

This reformulation maintains the original intent and information of your Terms of Use while aiming for clarity and readability.

## **4. User Content**

### **a) Posting Content:**

Our platform enables you to upload or share various types of content, including files, images, music, and videos. All content you post or make available, excluding Feedback, is your "User Content". We do not claim any ownership rights over your User Content, and these Terms do not limit your rights to it.

**b) Permissions to Your User Content:**

By sharing User Content on our Services, you grant FaceSynth a non-exclusive, worldwide, royalty-free license that allows us to use, modify, distribute, and showcase your User Content in relation to the Services.

**c) Your Representations and Warranties:**

You assure that you own or have the necessary rights to all your User Content, allowing you to grant us the license rights specified. You confirm that your User Content does not infringe on any third-party rights, including intellectual property, privacy, or result in any legal violations.

**d) Your Responsibility for User Content:**

You are solely responsible for the User Content you submit. We do not endorse, support, or guarantee the accuracy of any User Content. We are not liable for any User Content submitted by users or for any loss or damage associated with it.

**e) Removal of User Content:**

You may delete your User Content at any time, but be aware that some content may persist in some form on our Services even after deletion. We are not obligated to remove or delete any of your User Content unless required by law.

**f) Sharing User Content:**

When you share Generated Content publicly, it becomes accessible to others and treated as non-confidential. Consider carefully before sharing anything you wouldn't want publicly known.

**5. Restricted Actions and Prohibited Content**

Users may not upload, generate, share, request, or attempt to create nude, sexually explicit, pornographic, exploitative, abusive, harassing, non-consensual, or illegal content. This includes, without limitation, sexual or exploitative content involving minors, deepfake sexual content, non-consensual intimate imagery, harassment, bullying, stalking, violence, child abuse, drug promotion, or content that violates applicable law or the rights of others.

Community Guidelines. Violations can be reported via our app or email (support@wellborncreative.com).

## **6. Monitoring of Content**

While FaceSynth is not obligated to monitor content continuously, we reserve the right to review and edit content to ensure compliance with our Terms and legal obligations. We may remove content we find inappropriate or in violation of our Terms without notice. Concerns or violations can be reported to support@wellborncreative.com or through our in-app report form. We may collaborate with law enforcement to address illegal activities.

This revision aims to simplify and clarify the original provisions, ensuring users understand their rights and responsibilities regarding User Content on FaceSynth

## **7. Fees and Payments**

### **(a) General**

For access to specific features or functions of the Services, labeled as "PRO Plan," FaceSynth mandates a fee. You have the choice between a one-time payment ("One-Time Payment") and a subscription model ("Subscription") for these features. Engaging in either a One-Time Payment or a Subscription (collectively referred to as a "Transaction") signifies your explicit consent for us (or our third-party payment processor) to charge you. We may request further details relevant to your Transaction, such as credit card information, billing, and contact details ("Payment Information"). You assert that you are authorized to use the payment methods associated with the Payment Information provided. Initiating a Transaction implies your agreement to the fees, payments, and billing policies set forth, which are communicated or made available to you. Transactions are final: payments are non-refundable and non-transferable, barring explicit provisions in these Terms. All charges, including taxes where applicable, are in U.S. dollars.

The PRO Plan includes the following features:

- Monthly face swap limit: PRO Plan subscribers may perform up to 3,000 successful face swap operations per subscription month. Only

successfully completed face swap operations count toward this monthly limit. Failed, cancelled, or incomplete operations will not be counted. Once the monthly limit is reached, access to additional face swap operations may be paused or restricted until the next subscription period begins.

- No advertisements within the app: Subscribers will experience an ad-free environment within the application.
- No watermarks on the created content: Content created using the PRO Plan features will not have any watermarks, offering a cleaner look and feel.
- Ability to perform face swaps with content from their own gallery: Subscribers have the flexibility to use images from their own gallery for face swap operations, enhancing personalization and privacy.
- Extended swap duration: PRO Plan subscribers can perform face swaps on longer videos and extended-duration content compared to free users, subject to technical limitations, fair use controls, and service availability.

By subscribing to the PRO Plan, you acknowledge and agree to the specific terms and conditions outlined above, in addition to the general Terms of Service. These features aim to provide an enhanced experience and added value for our subscribers.

## **(b) Subscriptions**

Subscribing signifies your consent to recurring, non-refundable payments. Upon subscription, we (or our payment processor) will charge the Subscription fee at the onset and subsequently as specified, utilizing the Payment Information you provided, until you cancel the Subscription. Reminder notices for annual or lifetime Subscriptions will be sent as per regulatory requirements. Subscription acknowledgment confirms your understanding of its recurring nature and your obligations until cancellation.

### **(c) Canceling Your Subscription**

You may cancel your subscription at any time. If you purchased your subscription through the Apple App Store, cancellation must be managed through your Apple ID account settings. Deleting the App or contacting us by email does not automatically cancel your Apple App Store subscription.

Unless canceled at least 24 hours before the end of the current subscription period, your subscription may automatically renew and Apple may charge your account for the next subscription period. After cancellation, you will continue to have access to the PRO Plan until the end of the current paid subscription period.

Payments made through the Apple App Store are processed by Apple and are subject to Apple's Media Services Terms and refund policies. We do not control Apple's billing, cancellation, renewal, or refund process. Refund requests for Apple App Store purchases must be submitted to Apple directly through Apple's refund request process.

Except where required by applicable law or Apple's policies, subscription payments are non-refundable and no refunds or credits are provided for partially used subscription periods.

### **8. Copyright Policy**

FaceSynth respects copyright laws and expects the same from its users. The policy includes terminating accounts of users who repeatedly infringe or are believed to be infringing copyright holders' rights under appropriate circumstances.

### **9. Indemnification**

You agree to indemnify and hold harmless FaceSynth, its officers, directors, employees, agents, affiliates, and related entities from any claims, disputes, costs, losses, liabilities, damages, expenses, and judgments, including legal fees, arising from your use of the Services, your User Content, or your violation of these Terms.

### **10. Privacy**

FaceSynth is committed to protecting your privacy. We have established detailed policies and procedures regarding the collection and usage of your personal information. To understand how we collect, use, and share your information when utilizing our Services, please consult our Privacy Notice.

### **11. Disclaimer of Warranties**

The Services are provided on an "AS IS" basis, without any warranties of any kind. We explicitly disclaim all implied warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement, as well as any warranties arising from course of dealing or usage of trade. We do not guarantee that the Services will meet your requirements, or that they will be uninterrupted, secure, or error-free. We also do not warrant the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any Service content. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

### **12. Limitation of Liability**

To the fullest extent permitted by law, neither FaceSynth nor its service providers will be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, revenue, savings, business opportunity, data, or goodwill, regardless of the theory of liability, even if we've been advised of the possibility of such damages. In no event will FaceSynth's total liability for all damages exceed the greater of the amount paid by you to FaceSynth for the Services or \$100. The limitations of damages set forth are fundamental elements of the agreement between FaceSynth and you.

### **13. Links to Third-Party Websites**

The Services may include links to third-party websites or services, which are not endorsed or guaranteed by FaceSynth. We are not responsible for the content, policies, or practices of any third-party sites. Use of these sites is at your own risk, and we assume no liability for any damages resulting from their use.

### **14. Governing Law and Dispute Resolution**

(a) These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws principles. All disputes not subject to arbitration will be resolved in the state and federal courts of Wilmington, Delaware.

(b) Any disputes arising under these Terms will be resolved through binding arbitration, except for small claims or where injunctive relief is sought for intellectual property infringement.

(c) Arbitration will be conducted by the American Arbitration Association under its rules, and the costs will be governed by these rules. The arbitration will occur in the county where you reside, unless agreed otherwise.

(d) YOU AND FaceSynth AGREE TO ARBITRATE ONLY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION. If this clause is found unenforceable, the entirety of the arbitration agreement will be null and void.

## **15. Changes to Our Terms**

FaceSynth reserves the right to update these Terms at any time. Notice of updates will be posted on the Site or App, and/or communicated in other ways. It is important that you review the updated Terms. By continuing to use the Services after updates, you agree to the revised Terms. If you do not agree to the changes, you should discontinue use of the Services.

## **16. Termination**

FaceSynth reserves the right to suspend or terminate your access to the Services, or your account, at any time, at our discretion, without notice. You can cancel your account by emailing [support@wellborncreative.com](mailto:support@wellborncreative.com). Upon termination, discontinuation, or cancellation of Services or your account, specific sections will remain applicable: 3(a), 4(b), 4(c), 4(e), 5, 7 (related to outstanding payments to FaceSynth), 9, 11, 12, 14, 16, 17, and 19.

## **17. Severability**

If any portion of these Terms, with the exception of the Class Action Waiver in Section 14(g), is found to be unenforceable or invalid by an arbitrator or court, the remainder of the Terms will remain in effect.

## **18. Rights and Terms for Apps**

This section is for users who download an App from the Apple App Store or use it on an iOS device. Apple has no obligation for maintenance or support of the App. Any warranty claims can be directed to Apple, with the possibility of a refund for the App purchase price. Apple will not be responsible for any other warranty obligations. Any claims related to the App, including product liability, legal compliance, or intellectual property infringement, are not Apple's responsibility. Apple and its subsidiaries are third-party beneficiaries of these Terms, with enforcement rights. You must not be located in a U.S. embargoed country or on any U.S. Government list of prohibited parties and must comply with third-party terms when using the App.

## **19. General Terms**

(a) These Terms are the complete agreement between FaceSynth and you regarding the Services, superseding all previous agreements. Invalid or unenforceable provisions will be enforced to the fullest extent, leaving the remainder of the Terms in effect. Assignments of these Terms without FaceSynth's written consent is void.

(b) Notices under these Terms will be sent via email or posted on the Services. The date of email notices is the date sent.

(c) Failure by FaceSynth to enforce any rights or provisions in these Terms does not waive them. Waivers are only effective if written and signed by FaceSynth. Rights and remedies in these Terms are cumulative and not exclusive.

(d) If you have questions about the Services or these Terms, contact us at [support@wellborncreative.com](mailto:support@wellborncreative.com) or our postal address.

## **20. Contacts**

For any inquiries regarding the use of the Services or these Terms, please reach out to [support@wellborncreative.com](mailto:support@wellborncreative.com) or our postal address provided. The FaceSynth team aims to ensure clarity, foreseeability, and safety in using the Services.

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