



Terms and Conditions

Last amended: December 28, 2020

Welcome to Facebrity!

We appreciate your choice of using our mobile application.

Please read carefully these Terms of Use (“Terms”) before using the services offered by Facebrity. These Terms constitute a legally binding agreement between Visionborne, Inc. (also “Facebrity”, “we”, “us”) and User (also “you”, “your”), which regulates your use of the Facebrity mobile application (“Application”) and other services as provided herein.

THESE TERMS OF USE INCLUDE BINDING ARBITRATION CLAUSE IN CHAPTER 14 BELOW. PLEASE READ CAREFULLY.

By downloading from the Apple App Store or other platform, installing the application or ticking the respective box in the form on the application, you agree to be bound by these Terms and Facebrity Privacy Policy (“Privacy Policy”). Your downloading of the application from the Apple App Store or other platform is also governed by the respective terms of use and other accompanying documents of Apple App Store or other platforms.

If Facebrity provides you with the Services through the website, you agree to be bound by these Terms and the Privacy Policy by using the website.

If you do not agree to these Terms, do not access or use our Services.

1. Description of Services

Facebrity is an online face swap application that uses artificial intelligence algorithms to generate a unique content (“Services”). You may use Facebrity immediately with no registration form being submitted.

Find a Pattern. To begin with, you may choose a video by finding it available within the Pre-sets catalogue for further face-swapping.

Upload. Then you may upload a photo with faces from your mobile device in the supported format and file size (“Uploaded content”).



Swap. After the first two steps are successfully completed, you may click the button “GO” or any other similar option. Facebrity artificial intelligence algorithms scan the chosen image, find the faces and instantly swap them into a new object – a video (“Generated content”).

Share & Download. You may share the Generated content with others via social media, e-mail or other way as suggested in the Application or your device’s operating system and/or download it directly to your mobile device. Mind the Application’s settings as the Generated Content may become publicly available and/or may be seen by anyone within the Application.

Subscription. Facebrity retains a right to introduce some Services, which will be available only for paid subscribers. The subscription begins after the initial payment is processed. The payment should be performed via the method and in the amount indicated at the time of the purchase. You are responsible for payment of all fees, charges and taxes (if required by law) related to the transaction. In addition to these Terms, terms of the relevant marketplaces regarding the order of the payment and refunds shall apply to you.

Please note, that subscriptions would be non-returnable and non-transferrable. You might cancel your subscription at any time, but no refunds would be paid on any remaining subscription period.

Scope of the Services. Facebrity reserves the right to change the Services scope listed herein and change/introduce prices and fees applicable to the Services at any time for any reason in its sole discretion and without notice. Facebrity is entitled to stop or restrict provision of the Services in full or in part toward a certain user. Facebrity retains powers to discontinue provision and/or support of the Services without any prior notice.

2. Who Can Use the Services

You must be at least 13 years of age to access or use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services.

By using the Services, you state that: you can form a binding contract with Visionborne, Inc, meaning that you either are over the age of 18 or you use the Services under a parent’s or legal guardian’s supervision; you are not a person barred from using the Services under the laws of



the United States, the European Union (including the laws of the EU member states) or any other applicable jurisdiction; you will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

3. Facebrity Content

Our Services and the text, graphics, images, illustrations, trademarks, trade names, page headers, button icons, scripts and other content contained therein are owned by Facebrity or its subsidiaries or affiliated companies, and is protected by copyright, patent, trade secret and other intellectual property laws. Except as explicitly stated in these Terms, Facebrity reserves all rights in and to our Services.

Facebrity hereby grants you a limited, worldwide, royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Services' benefits in a way that these Terms allow.

Such license does not include any right to: (a) sell or commercially use any part of our Services; (b) copy, reproduce, distribute, publicly perform or publicly display any part of our Services; (c) modify any part of our Services, remove any proprietary rights notices; (d) reverse engineer or attempt to extract the source code of that software; or (e) use our Services other than as expressly provided in these Terms. The license does not cover any videos possessed by any third parties and used by Facebrity to provide the Services. You shall use them as stipulated in chapter 4 hereof.

Any use of our Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted under these Terms.

4. Third-Party Content

In order to provide you with the best experience using our technology, Facebrity may use the third-party videos and offer you a library of such content for the swap ("Pre-sets catalogue"). The content of the Pre-sets catalogue is collected from third-party providers.

In addition, Facebrity reserves the right to use the content (pictures, icons, photos, GIFs or videos) from Google Video, Bing Video or other publicly available sources. Facebrity may use such content only in compliance with their respective Terms of Use, in good faith and conforming to the Fair Use/Fair Dealing Doctrine under the applicable laws. In particular, the



purpose of the content' use is transformative. The original materials are used in a new unanticipated way, namely the visual results of the materials' use create the completely new videos, which are inherently of parodic nature. The results of the materials' use differ significantly from the original by the character, mostly parodic or satiric, and alter the originals with the new meaning, expression and message, creating the object of ridicule. The extent of use is strictly limited by the purpose of transformation.

Facebrity does not claim any rights whatsoever to the original pictures, logos, GIFs, videos or other intellectual property displayed on the materials contained in the Pre-sets catalogue and/or used by Facebrity in accordance with the Fair Use/Fair Dealing Doctrine, as prescribed herein or under the applicable laws. The contents of the Pre-sets catalogue are used solely for the purposes of creation of transformative works (including parodies) on the terms set out herein. You shall not use such content otherwise than as allowed by the Fair Use/Fair Dealing Doctrine.

5. User Content

Our Services may allow you to use the Services with the Uploaded content, as well as to create, post, store and share the Generated content. The Uploaded and the Generated content is your intellectual property. Except for the license you grant below, you retain all rights in and to your content. Facebrity does not claim ownership of any user content.

You hereby grant Facebrity a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to host, store, use in any way, display, reproduce, modify, adapt, edit, publish, and distribute Uploaded and Generated content. This license is for the limited purpose of operating, developing, providing, and improving the Services, and displaying Uploaded content in the library for the User's repeated use.

The Generated content may be public, so the license you grant us for this content is broader. In addition to granting us the rights mentioned in the previous paragraph, you also grant us a perpetual license to create derivative works from, exhibit, broadcast, publicly perform, and publicly display the Generated content in any form and in any and all media or distribution methods.

You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Application, including, but not limited to, through the sale of advertising, sponsorships, promotions, usage data. You further acknowledge that, except as specifically permitted by us in these Terms or in another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any user content or your use of any materials made available to you on or through the Application, including in



any user content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Services or on any third party service.

You warrant that your content does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights or rights of privacy or publicity. You hereby represent that you are the owner of the copyright with respect to all your content and have the power to grant the license to Facebrity as set forth herein.

You hereby acknowledge that you are solely responsible for the Uploaded content and Generated content, as well as any consequences of publicly posting and sharing such content, including, but not limited to any claims, costs, losses, damages, expenses, judgments, any other possible conflicts, disputes, contretemps or issues arising out of or related to your content.

You hereby acknowledge that you are entitled to delete any of the Uploaded content from your profile gallery, but it shall not cause revoking of the license granted to Facebrity.

If you share the Generated content publicly through the Services or in any other way, you acknowledge that such content will be accessible to others. Any content will be considered non-confidential and non-proprietary. You must not post any content on or through the Services or transmit to us any content that you consider to be confidential or proprietary. Please do not publicly post or submit any user content that you do not want to be publicly accessible or viewable, or that you do not have rights to post.

6. Prohibited Conduct and Content

You may only use the Services and its contents for lawful purposes. You will not violate any applicable law, contract, intellectual property or other third-party right. You are solely responsible for your conduct while accessing or using our Services, as well as for all content you upload, share or otherwise transmit to or via the Services.

While using the Services you may not, and may not encourage, authorize, or assist others to:

- (a) engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- (b) use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner, including by submitting a virus, worm, or Trojan horse;



- (c) reverse engineer, decompile, disassemble, or in any way access or attempt to access the source code of the Services or attempt to study or test the vulnerability of the Services or to breach any security measures, regardless of your motives and/or intent;
- (d) attempt to circumvent any measures employed to limit access to any part of our Services, or attempt to access any feature or area of our Services that you are not authorized to access;
- (e) develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services, or intercept any system data, personal information, or other data relating to the Services,
- (f) use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

You may not upload, share or otherwise transmit to or via the Services any content that:

- (a) is unlawful, harmful, libelous, defamatory, obscene, abusive, racially or ethnically offensive, pornographic, indecent, lewd, harassing, threatening, invasive of personal privacy or publicity rights, or otherwise objectionable;
- (b) would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- (c) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- (d) contains any unsolicited promotions, political campaigning, advertising or solicitations;
- (e) contains any private or personal information of a third party without such third party's consent;
- (f) may harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (g) contains any viruses, corrupted data or other harmful, disruptive or destructive files or content, designed to interrupt, destroy or limit the functionality of the Application;
- (h) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships (e.g., inside information, confidential information received in the context of an employment or a non-disclosure agreement); or



(i) is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose Facebrity or others to any harm or liability of any type.

Facebrity reserves the right, but is not obligated, to reject and/or remove any user content that Facebrity believes, in its sole discretion, violates these provisions.

7. Monitoring of Content

Facebrity reserves the right to monitor all user content posted on/submitted to the Services.

Facebrity may at its sole discretion remove any user content, including, but not limited to the content that contains any illegal content, viruses, spyware and malware, obscene or pornographic materials, libelous, defamatory, violent or hate-oriented content, promotes any commercial activities, or any other content that may harm Facebrity, its business or reputation.

Without limiting the foregoing, Facebrity may remove any material that Facebrity, in its sole discretion, finds to be in violation of these Terms or otherwise objectionable.

If you have noticed any violation of these Terms and/or objective, from your prospective, content of any nature whatsoever, please contact us at info@facestarapp.com.

8. Notice of Infringement — DMCA Policy

If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Application have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (the “DMCA”), by providing the following information in writing:

- (a) identification of the copyrighted work that is claimed to be infringed;
- (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Application;
- (c) information for our copyright agent to contact you, such as an address, telephone number and e-mail address;



- (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
- (e) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- (f) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by e-mail to dmca@facestarapp.com or by mail to: Visionborne, Inc. (i.e. Facebrity), Attn: Raffaele Rinaldi, 1450 2nd Street Santa Monica, CA 90401 USA. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

A user of the Application who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others.

9. Indemnification

You hereby agree to indemnify Facebrity, any of its officers, directors, employees and agents and its affiliated and related entities from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind arising out of, relating to, or incurred in connection with any claim, complaint, audit, inquiry, or other proceeding, that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services or the information contained herein; (c) any other party's access or use of the Services with your information.

10. Privacy



Facebrity respects your privacy and has established certain policies and procedures relating to the collection and use of your personal information. Please note that we do not collect or store any photos you upload into the app. We use face embeddings exclusively for the purposes you are aware of and do not share them with any third parties. Please check our Privacy Policy to be aware of how we collect, use and share your personal information when you use our Services.

11. Disclaimer of Warranties

You expressly understand and agree that you access to use the Services at your own risk. The Services are provided on “as is” and “as available” basis. Facebrity expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Facebrity makes no warranty that the Services will be uninterrupted, timely, or error free, and the Services will be available at all times, in all countries and/or all geographic locations.

12. Limitation of Liability

Except as otherwise required by law, in no event shall Facebrity, our directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, arising out of or in any way connected with the use of or inability to use our Services, regardless of the basis upon which liability is claimed (breach of contract, strict liability, failure of essential purpose, or otherwise) and even if Facebrity has been advised of the possibility of such loss or damage.

Facebrity does not accept any responsibility related to the operation of any software, the presence of viruses or other malicious code elements, dangerous or destructive files, which can spread or in any other way affect the software and hardware as a result of using the services by you, accessing information or downloading any content.

If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning the use of the Application.



13. Links to Third Party Websites

Facebrity may contain links to third-party websites and services. Please note, their presence does not mean that they are recommended by Facebrity and Facebrity does not guarantee their safety and conformity with any of your expectations. Facebrity is not responsible for maintaining any materials referenced from another website, and makes no warranties for that website or respective service. Facebrity assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and services.

hello@duplicat.com

14. Governing Law and Dispute Resolution

These Terms and other relationships between you and Facebrity shall be governed by the laws of Delaware, United States. All disputes and disagreements that might arise out of or in connection with these Terms shall be resolved by means of negotiations. You agree that for the purposes of the settlement of disputes between you and Facebrity, an e-mail correspondence with the authorized persons of Facebrity at: info@facestarapp.com shall be the effective and binding method of communication.

If the Parties cannot agree on the subject of the dispute within thirty (30) days, the dispute shall be referred to and resolved by final and binding arbitration under the rules and auspices of the American Arbitration Association, to be held in Santa Monica, California, in English, with a written decision stating legal reasoning issued by the arbitrator(s) at either party's request, and with arbitration costs and reasonable documented attorneys' costs of both parties to be borne by the party that ultimately loses. Either party may obtain injunctive relief (preliminary or permanent) and orders to compel arbitration or enforce arbitral awards in any court of competent jurisdiction.

15. Changes to our Terms

Facebrity reserves the right to modify, amend or otherwise change these Terms from time to time if doing so will be deemed necessary in order to comply with the applicable laws and actual circumstances of the functioning of the Application, so please periodically check this page to ensure that you're satisfied with any changes. Additional notifications on any amendments will be displayed or otherwise communicated to you when using the Services after the amendments



were made. If within one week after such notification has been shown to you, you continue to use the Services, you will be considered as having accepted all the amendments, unless there is an obligation imposed on Facebrity by an applicable law to obtain your explicit consent to the amendments.

16. Termination

These Terms shall be valid till terminated by either Party. Notwithstanding anything contained herein, Facebrity reserves the right, without notice and at our sole discretion, to terminate these Terms or suspend your right to access the Application, including (but not limited to) in case of your breach of these Terms or if Facebrity believes you have committed fraud, negligence or other misconduct.

17. Severability

These Terms shall supersede any other arrangements between the Parties as well as all prior versions thereof. Should any provision of these Terms (a clause or a statement within a clause) be void, unenforceable or legally invalid otherwise, it shall not affect any other provision hereof, or these Terms as a whole.

18. Contacts

We hope these Terms helped you to understand how the Services work and be sure everything is foreseeable and safe while using it. If you have any questions regarding the use of Services or regarding these Terms, please contact us at info@facestarapp.com or to:

Visionborne, Inc.,
1450 2nd Street
Santa Monica, CA 90401
USA

Go get your swap!

Facebrity team