



TERMS OF SERVICE

INKBY.AI

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1. GENERAL PROVISIONS

1.1. The website available at www.inkby.ai is operated by DAWID ERAZMUS, conducting business under the name ERAZMUS TATTOO & ART DAWID ERAZMUS, headquartered at: ul. Warszawska 41, 62-800 Kalisz, NIP 9970089086, REGON 361323108, email: info@inkby.ai.

1.2. These terms are directed at individuals and entities using the Website. The purpose of the website is to provide free AI-generated tattoo designs.

1.3. The Administrator does not offer any sales or purchase services for digital content. All designs available on inkby.ai are free and provided for inspiration purposes only.

1.4. The Website generates revenue through displaying advertisements. Users consent to the display of advertisements on the site, which may be tailored to their preferences or actions on the site in accordance with personal data protection regulations.

2. ELECTRONIC SERVICES ON THE WEBSITE

2.1. The Website offers a **Contact Form** for direct communication with the Administrator. Use of the Contact Form is one-time and free of charge.

3. LICENSE AND USAGE RIGHTS

3.1. **AI-generated tattoo designs** available on inkby.ai may be used by users for commercial and non-commercial purposes. However, users are required to independently verify designs before further use to ensure that they do not infringe third-party rights, including copyright and intellectual property rights.

3.2. The Administrator informs that AI-generated designs may contain accidental similarities to other existing works. The Administrator is not responsible for accidental infringements of copyright or other third-party rights resulting from users' use of the designs available on inkby.ai.

3.3. Users using the free designs have full freedom to modify and adapt the designs, but they do so at their own responsibility.

4. PERSONAL DATA PROTECTION

4.1. The Administrator processes users' personal data for the purposes and in accordance with the principles specified in the privacy policy available on inkby.ai, in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

4.2. The Administrator ensures that users have the right to exercise their rights under the GDPR, including the right to access, correct, restrict processing, and delete their data.

4.3. Personal data may be used to tailor displayed advertisements in accordance with applicable regulations and the privacy policy. Users can manage their cookie settings, including the option to disable ad personalization.

5. TERMS OF USE FOR DIGITAL CONTENT

5.1. All designs available on inkby.ai are free and provided for inspiration purposes. Users are entitled to use the designs as intended, without infringing third-party rights.

5.2. Access to the designs is provided solely through free downloads.

5.3. **AI-generated designs may have accidental similarities to existing graphics or motifs**, due to the nature of AI algorithms. Users are required to perform additional

verification of designs before further use to ensure they comply with the law, particularly in terms of third-party copyright.

5.4. The Administrator advises that due to the nature of AI technology, generated designs may sometimes contain unintended errors, such as additional elements, distorted proportions, or incorrect details (e.g., number of fingers or time on a clock). The user is responsible for thoroughly checking the design before using it to ensure it meets their expectations and is suitable for use as a tattoo or for other purposes.

6. EARNING THROUGH ADVERTISEMENTS

6.1. Inkby.ai generates revenue through the display of advertisements and may show ads tailored to user preferences based on their activity on the site and cookies. Ads may be targeted at users based on anonymized data collected by advertising systems.

6.2. To display ads relevant to the user's interests, the site uses cookies and other tracking technologies in accordance with legal regulations, including the ePrivacy Directive and GDPR. Users have the right to manage their cookie settings, including opting out of personalized ads.

6.3. By using the site, users consent to the display of advertisements and can disable ad personalization in the cookie settings available on the site.

7. ILLEGAL CONTENT AND REPORTING VIOLATIONS

7.1. The Administrator does not provide users with the ability to post their own content on the Website. If, however, the user provides any content, they are obliged to comply with the rules contained in these terms and applicable laws.

7.2. **Contact Point** – The Administrator designates the email address info@inkby.ai as the contact point for reporting unlawful content, in accordance with the Digital Services Act regulations.

7.3. **Procedure for reporting illegal content:**

- Any person may report to the Administrator the presence of information deemed illegal by submitting a justified report to info@inkby.ai.
- The Administrator reviews reports promptly, maintaining timeliness and impartiality.

7.4. The Administrator takes action to remove or block access to content if it is found to be inconsistent with applicable laws.

7.5. The Administrator complies with applicable laws regarding the provision of AI-generated content.

8. FINAL PROVISIONS

8.1. The Administrator reserves the right to amend these terms for important reasons, such as changes in legal regulations or technological advancements.

8.2. These terms and any disputes arising from the use of inkby.ai are subject to Polish law and the provisions of European Union law, including GDPR and the Digital Services Act.