

# InkBy.AI

## Terms of Service (Global)

Version: v8.0

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Operator	Erazmus Tattoo & Art Eramus Dawid ul. Warszawska 41 lok uzytkowy 7, 62-800 Kalisz
Website	<a href="https://inkby.ai">https://inkby.ai</a>
Contact	<a href="mailto:info@inkby.ai">info@inkby.ai</a>
Service model	Free access; ad-supported
Scope	Applies globally; mandatory local consumer protections still apply where relevant.

By accessing or using InkBy.AI, you agree to these Terms. If you do not agree, do not use the Service.

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## 1. Definitions

Service means the InkBy.AI website and related features, including pages that display tattoo design ideas and any associated tools, feeds, galleries, and search.

Content means any text, images, graphics, layouts, metadata, and other materials made available through the Service, including AI-generated tattoo design images.

AI-generated content means Content generated or assisted by machine-learning systems and may contain imperfections or unintended similarities.

User or you means any person or entity that accesses or uses the Service.

Operator or we means the person/entity identified on the cover page.

Policies means any additional policies we publish (e.g., Privacy Policy, Cookie/Consent notice, or community/content rules). If a Policy conflicts with these Terms, these Terms govern unless the Policy states otherwise.

## 2. Who can use the Service

You may use the Service only if you can form a binding contract with the Operator and you comply with these Terms and all applicable laws.

Age: The Service is not directed to children. If you are under 13, do not use the Service. If you are 13-17, you may use the Service only with permission from a parent or legal guardian and subject to the minimum age of digital consent where you live.

Sanctions/export controls: You may not use the Service if prohibited by applicable trade restrictions or sanctions that apply to you.

## 3. The Service and AI-generated content

InkBy.AI provides free tattoo design inspiration, including AI-generated images. We may change, suspend, or discontinue any part of the Service at any time.

AI limitations: AI-generated content can contain errors (e.g., anatomy, spelling, symmetry), may resemble existing works, and is not guaranteed to be unique. You are responsible for verifying suitability and originality before use.

Tattoo safety: Tattooing is a professional and invasive procedure. You are responsible for consulting a qualified tattoo artist and following health and safety guidance applicable in your jurisdiction.

AI disclosure: We may label content as AI-generated and may embed a subtle watermark/brand mark (e.g., "INKby.AI") within images.

## 4. Accounts (if available)

Some parts of the Service may allow accounts (e.g., saving favorites). If accounts are available, you must provide accurate information, keep credentials secure, and you are responsible for activity on your account.

We may suspend or terminate accounts for violations of these Terms, our Policies, or applicable law.

## 5. Your license to use the Content

Unless otherwise stated on a specific page, the Operator grants you a worldwide, non-exclusive, royalty-free license to use AI-generated tattoo design images from the Service for personal and commercial purposes (including creating a tattoo), subject to these Terms.

You must not use the Content in a way that is unlawful, deceptive, or infringes any third-party rights (including copyright, trademark, publicity/personality rights, or design rights).

You must not claim that the Operator endorses you or your work. You must not remove or obscure embedded watermarks or branding if present.

If you need a written license for a specific commercial project, contact us at the email address in Section 17.

## 6. Intellectual property and brand

The Service (including its design, software, logos, and the “InkBy.AI” brand) is protected by intellectual property laws. Except for the license in Section 5, no rights are granted to you.

AI-generated images may be subject to different copyright rules depending on jurisdiction. Nothing in these Terms guarantees that any particular image is copyrightable or that you will obtain exclusive rights.

If you believe Content infringes your rights, see Section 9 (Copyright/Trademark Complaints).

## 7. Acceptable use and prohibited conduct

You agree not to:

- use the Service for any unlawful purpose or to violate any applicable law;
- copy, scrape, crawl, harvest, or access the Service using automated means without our prior written permission;
- attempt to bypass security, rate limits, or access controls;
- upload, post, or transmit malware, or interfere with the Service’s operation;
- misrepresent your identity or affiliation;
- use the Service to create or distribute content that is illegal, promotes violence, exploitation, or sexual content involving minors;
- use the Service to generate or distribute content that infringes third-party intellectual property rights;
- resell, sublicense, or mass-distribute Content as a competing library or dataset.

## 8. Reporting illegal content (Notice-and-Action) and moderation

If you believe Content on the Service is illegal or violates these Terms, you may report it by emailing [info@inkby.ai](mailto:info@inkby.ai) with sufficient detail to locate the Content and explain your concern.

We may remove, restrict, or limit access to Content where we are required or permitted by law or where it violates these Terms or Policies. Where appropriate, we may notify affected users and provide an opportunity to contest decisions.

You agree to submit reports in good faith and not to misuse reporting channels.

## **9. Copyright and trademark complaints (including DMCA process for the U.S.)**

We respect intellectual property rights. If you believe Content on InkBy.AI infringes your copyright or trademark, send a notice to [info@inkby.ai](mailto:info@inkby.ai) including:

- identification of the work you claim is infringed (or the trademark) and proof of rights/authority;
- the exact URL(s) of the allegedly infringing Content;
- your name, email, and (if available) address/phone;
- a statement that you have a good-faith belief the use is not authorized;
- a statement under penalty of perjury (where applicable) that the information is accurate; and
- your physical or electronic signature.

If the notice is complete, we will take reasonable steps to remove or disable access to the Content and may apply a repeat-infringer policy in appropriate circumstances.

If you are in the United States and your notice is a DMCA notice, the above elements are intended to satisfy Section 512(c)(3) of the DMCA. If you believe your Content was removed by mistake, you may send a counter-notice with the information required by applicable law.

## **10. Advertising and third-party services**

The Service may display advertisements and may use third-party services (e.g., analytics, ad networks, embedded content). Your use is also subject to applicable third-party terms and privacy practices.

For information about personal data and cookies, see our Privacy Policy and any cookie/consent notices displayed on the Service.

## **11. Disclaimers**

To the maximum extent permitted by applicable law, the Service and all Content are provided “as is” and “as available”, without warranties of any kind (express or implied), including warranties of merchantability, fitness for a particular purpose, non-infringement, or availability.

We do not guarantee that the Service will be uninterrupted, secure, error-free, or that any Content will meet your needs.

## **12. Limitation of liability**

To the maximum extent permitted by applicable law, the Operator will not be liable for indirect, incidental, special, consequential, or punitive damages, or any loss of profits, data, goodwill, or business opportunities arising out of or related to your use of the Service or Content.

Where liability cannot be excluded, it will be limited to the minimum extent permitted by law.

## **13. Indemnification**

If you use the Service for commercial purposes, you agree to indemnify and hold harmless the Operator from claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of your use of the Service, your use of the Content, or your violation of these Terms or applicable law.

## **14. Suspension and termination**

We may suspend or terminate your access to the Service (and any account) if we reasonably believe you have violated these Terms, our Policies, or the law, or if required by law.

Sections intended to survive termination will survive (including Sections 5-13 and 16).

## **15. Changes to these Terms**

We may update these Terms from time to time. The current version will be posted on the Service with an updated effective date. If changes are material, we will provide notice where required by law.

Your continued use of the Service after the effective date of an updated version constitutes acceptance of the updated Terms.

## **16. Governing law and dispute resolution**

EEA/UK/Switzerland consumers: If you are a consumer residing in the EEA, the UK, or Switzerland, these Terms and disputes relating to them are governed by the laws of your country of residence and may be brought in the courts of your country of residence, without prejudice to mandatory consumer protections.

All other users: These Terms are governed by the laws of Poland, and disputes will be resolved by the competent courts in Poland, unless mandatory local law provides otherwise.

Nothing in these Terms limits any rights you may have under mandatory laws applicable to you.

## 17. Contact

For questions, legal notices, or reports, contact us at: [info@inkby.ai](mailto:info@inkby.ai).

For faster handling, include a clear subject line such as: “Legal Notice”, “Copyright Notice”, “Trademark Notice”, “DSA Notice-and-Action”, or “Security”.

### **Appendix A. Plain-language summary (non-binding)**

This appendix is provided for convenience only. If there is any conflict, the main Terms control.

- InkBy.AI is a free, ad-supported site for AI-generated tattoo inspiration.
- You can use the designs personally and commercially, but you must check that you’re not infringing someone else’s rights.
- AI can make mistakes and can sometimes resemble existing works; verify before tattooing.
- If you see illegal content or think something infringes your rights, email us at [info@inkby.ai](mailto:info@inkby.ai) with the URL.