

RoomWizard Terms of Service and Use Agreement

Terms of Service

1. Introduction

These terms of service ("Terms") govern your access and use of the RoomWizard app ("App") and its associated services. By downloading, accessing, or using the App, you agree to be bound by these Terms and any additional terms that may apply. If you do not agree to these Terms, do not use the App.

2. License

Subject to your compliance with these Terms, the App is licensed to you on a non-exclusive, non-transferable, and non-sublicensable basis. You may use the App only for your personal, non-commercial use, and only in accordance with these Terms and any applicable laws and regulations.

3. Use of the App

The App uses your device's camera to scan your surroundings and create room plan models. The models are saved locally on your device, and you are solely responsible for their security and any potential loss or damage.

The App is intended for use by adults only, and you represent and warrant that you are of legal age to enter into these Terms and use the App in accordance with these Terms.

The App is provided "as is" and without any warranties, express or implied. We make no representations or warranties regarding the accuracy, completeness, reliability, availability, or suitability of the App or its associated services. We reserve the right to modify or discontinue the App or its associated services at any time without notice.

4. User Content

You may create, upload, or share content using the App, including but not limited to room plans, 3D models, comments, or other materials ("User Content"). You retain ownership of your User Content, but by creating, uploading, or sharing User Content, you grant us a worldwide, non-exclusive, royalty-free, fully paid-up, and perpetual license to use, reproduce, distribute, display, modify, adapt, and create derivative works of your User Content for any purpose, including but not limited to promoting the App or its associated services.

You are solely responsible for your User Content and any consequences of creating, uploading, or sharing it. By creating, uploading, or sharing User Content, you represent and warrant that you have all necessary rights and licenses, and that your User Content does not violate any laws or regulations, or infringe the rights of any third parties.

5. User Conduct

You agree to use the App only for lawful purposes and in accordance with these Terms. You may not use the App to create, upload, or share any User Content that is illegal, fraudulent, deceptive, defamatory, obscene, offensive, or otherwise harmful or inappropriate.

We reserve the right to remove any User Content and terminate or suspend your access to the App if we determine, in our sole discretion, that you have violated these Terms or engaged in any conduct that is illegal, fraudulent, deceptive, or otherwise harmful to us or other users of the App.

6. Disclaimer of Liability

To the fullest extent permitted by law, we and our affiliates, licensors, and service providers will not be liable for any damages or losses arising from your use of the App or its associated services, including but not limited to direct, indirect, incidental, consequential, punitive, or special damages.

7. Governing Law and Dispute Resolution

These Terms and your use of the App will be governed by and construed in accordance with the laws of the United States, without giving effect to any principles of conflicts of law. Any disputes arising from or in connection with these Terms or the App will be resolved through binding arbitration in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes, and the arbitration will be conducted in the United States.

8. Changes to These Terms

We reserve the right to modify these Terms at any time without notice. By continuing to use the App after any such changes, you agree to be bound by the revised Terms. We encourage you to review these Terms periodically for any updates or changes.

9. Miscellaneous

These Terms constitute the entire agreement between you and us regarding the use of the App and its associated services, and supersede all prior or contemporaneous communications and proposals, whether oral or written. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

10. Contact Information

If you have any questions or concerns about these Terms or the App, please contact us at heliogramlabs@gmail.com.

These TERMS OF USE (these "Terms") were last revised and updated on February 27, 2023.