

# Terms of Use (Kamiru)

Effective date: 05 Nov 2025

## 1) Who we are

These Terms of Use (“**Terms**”) govern your access to and use of the Kamiru mobile application and related services (collectively, the “**Service**”), provided by **MINISTRY DESIGN AGENCY sp. z o.o.** (“**Company**,” “**we**,” “**us**,” “**our**”).

- **Company:** MINISTRY DESIGN AGENCY sp. z o.o.
- **Registered address:** UL. HOŻA 86 /410, 00-682 WARSZAW, Poland
- **Tax ID (NIP):** 7011264249
- **Contact:** [kamiruapp@gmail.com](mailto:kamiruapp@gmail.com)

By using the Service, you agree to these Terms. If you don't agree, don't use the Service.

## 2) Eligibility & accounts

- **Age:** You must be **at least the age of majority in your place of residence** (the “**Age of Majority**”) to use the Service. Where the Age of Majority is **higher than 18**, you must meet that higher age. If you are **under the Age of Majority**, you may not use the Service.
- **Minors' images:** Do not upload images of **Minors (anyone under the Age of Majority)**. This prohibition applies **regardless** of local exceptions for consent.
- **Account control:** We may suspend or terminate access if we believe these Terms are violated or risk, harm, or illegality exists. (We're not obligated to monitor all content, but we may act at our discretion.)

**Age of Majority** means the age at which a person is recognized by the laws of their place of residence as an adult with full legal capacity.

**Minor** means a person who has not reached the Age of Majority.

### 3) The Service

Kamiru lets you preview hair/beard styles or colors using AI. Results are **cosmetic/entertainment previews** and may contain **artifacts or inaccuracies**. The Service is not professional or medical advice.

We may update or change features at any time, including adding/removing styles, models, or regions.

### 4) User content & ownership

- **Your content:** You retain ownership of photos and other content you upload (“**User Content**”) and of the outputs generated for you (“**Outputs**”).
- **License you grant to us (limited):** You grant us a non-exclusive, worldwide, revocable, royalty-free license to **host, process, and transmit** User Content **solely to operate the Service**, including applying styles, performing quality checks, and delivering Outputs. We **do not** use User Content to train models and **do not** resell it.
- **Watermarks:** We may add a **Kamiru watermark** or branding to Outputs so you can safely share or re-edit them. You agree not to remove or alter such marks where present.
- **Your responsibility:** You are responsible for User Content and must have all necessary rights (e.g., you may not upload copyrighted works without permission, images of other people without their consent where required, or any illegal content).

### 5) Prohibited content & conduct

You **must not** upload or attempt to generate content that is:

- Images of **minors, NSFW/adult** content, or sexual content.
- **Illegal**, infringing, or violating rights of others (copyright, trademarks, privacy, publicity).
- **Hateful**, harassing, violent, or otherwise abusive.
- Biometric IDs or government IDs, financial data, medical records, or other highly sensitive data.

You **must not**:

- Reverse engineer, decompile, scrape, mine, or bulk export the Service or models.
- Bypass access controls, rate limits, or security measures.
- Sell, sublicense, or commercially exploit the Service or Outputs in ways that violate these Terms or applicable law.
- Use the Service where prohibited by sanctions/export laws.

We may remove content or restrict access if we reasonably believe these rules are violated.

## 6) Subscriptions, trials & payments (Apple App Store)

- **Billing:** Paid features are offered via **in-app subscriptions** managed by **Apple**. Pricing is displayed **in-app** and may vary by region and taxes.
- **Auto-renewal:** Subscriptions **auto-renew** unless you cancel at least **24 hours** before the current period ends.
- **Trials & promos:** We may offer **free trials or intro offers** from time to time; details (length/eligibility) are shown **in-app**.
- **Manage/cancel:** On iOS: **Settings** → **[your name]** → **Subscriptions** → **Kamiru**.
- **Refunds:** Handled by Apple under their policies and applicable consumer laws.
- **Taxes:** Prices may include or exclude taxes depending on store rules and your region.

## 7) Third-party services

We use third-party services to run the Service (for example: **Amplitude** analytics, **AppsFlyer** attribution with Apple **ATT/IDFA** request, **Adapty** paywall/subscriptions, **Firebase** Remote Config/Crashlytics/Firestore, **Google Cloud Platform** infrastructure, and **Google Gemini** model processing). Details about categories of data and partners appear in our **Privacy Policy**. Your use of the Service may also be subject to third-party terms and policies.

## 8) Data handling (high-level)

- **Ephemeral processing:** Except for analytics and similar operational logs, **we do not retain your photos** beyond what's needed to provide the Service. **We aim to delete**

**User Content and derived processing copies within 24 hours** of processing.

- **Security:** We apply commercially reasonable administrative, technical, and organizational measures. No method is 100% secure.
- **No model training:** We don't use User Content to train our models.
- **Privacy Policy:** For details on personal data, rights, and transfers, see our separate **Privacy Policy**.

## 9) Intellectual property

- **Our IP:** The Service, software, models, UI/UX, style packs, brand name **Kamiru**, logos, and other materials are owned by us or our licensors and are protected by IP laws.
- **No use of our marks:** You may **not** use our name, logos, or trademarks except as permitted by these Terms (e.g., visible watermarks on your Outputs) or with our prior written approval.

## 10) License to you

Subject to these Terms, we grant you a **personal, non-exclusive, non-transferable, revocable** license to install and use the Kamiru app for your personal, non-commercial use. We may revoke this license if you violate these Terms.

## 11) Local consumer rights & non-waiver

Nothing in these Terms is intended to exclude or limit rights that **cannot be excluded by law**, including **mandatory consumer rights** in your country of residence (e.g., EU/UK/Japan/LatAm). Where a clause is not permitted, local mandatory law controls.

## 12) Disclaimers

To the maximum extent permitted by law, the Service and all content are provided **“AS IS” and “AS AVAILABLE.”** We **disclaim all warranties**, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We don't guarantee that the Service will be uninterrupted, secure, or error-free, or that Outputs will meet your expectations.

(Where local law requires warranties—especially for consumers—this disclaimer applies **only** to the extent permitted.)

## 13) Limitation of liability

To the maximum extent permitted by law, **our total liability** for any claims arising out of or relating to the Service is **limited to the greater of (a) the amount you paid to us for the Service in the 12 months before the event giving rise to liability, or (b) EUR/USD 50.**

We are **not liable** for indirect, incidental, special, consequential, exemplary, or punitive damages, lost profits, lost data, or reputational harm. Some jurisdictions don't allow certain limitations; in those places, these limits apply only to the extent permitted.

## 14) Indemnification

You agree to **defend, indemnify, and hold harmless** the Company and its affiliates, officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your User Content, (b) your use or misuse of the Service, or (c) your violation of these Terms or applicable law.

## 15) IP complaints / notices

If you believe content on the Service infringes your rights, send a written notice with: (i) your contact details, (ii) identification of the work and the allegedly infringing material, (iii) a statement of good-faith belief, and (iv) a statement that the information is accurate and that you are authorized to act.

**Notice address (rights complaints):**

MINISTRY DESIGN AGENCY sp. z o.o.

UL. HOŻA 86 /410, 00-682 WARSZAW, Poland

Email: kamiruapp@gmail.com

We may, at our discretion, remove content and/or disable access, and notify the user.

## 16) Termination & suspension

We may suspend or terminate access immediately if: (a) you breach these Terms, (b) we are required to do so by law or platform rules, or (c) we discontinue the Service. You may stop using the Service at any time. Sections that by nature should survive (e.g., ownership, disclaimers, limits of liability, governing law) will survive termination.

## 17) Changes to the Service & Terms

We may change the Service and these Terms. We'll **show updated Terms in-app** (and/or on our site). **If you don't agree, stop using the Service.** Your continued use after changes

become effective means you accept the new Terms. Where law requires advance notice or consent (e.g., some consumer jurisdictions), we will follow those requirements.

## 18) Export controls & sanctions

You may not use or export the Service in violation of applicable **export control** or **sanctions** laws. By using the Service, you represent that you are not located in an embargoed country or on a restricted list.

## 19) Governing law & venue

These Terms and any non-consumer disputes or claims shall be governed by the laws of **Poland**, without regard to conflict-of-laws rules. Courts in **Warsaw, Poland** shall have exclusive jurisdiction and venue.

**Consumer carve-out:** If you are a consumer and mandatory laws of your country grant you the right to bring claims locally or under local law, those rights are preserved.

## 20) App Store terms

These Terms are between you and Company, not Apple. Apple is not responsible for the Service or its content. Apple has no obligation to furnish any maintenance or support. To the extent any third-party terms apply (e.g., Apple Media Services Terms), you must comply.

## 21) Entire agreement & miscellaneous

These Terms constitute the entire agreement between you and us regarding the Service. If any part is held invalid, the remainder remains in effect. We may assign these Terms; you may not assign them without our consent. Our failure to enforce a provision is not a waiver.

## 22) Contact

Questions about these Terms: [kamiruapp@gmail.com](mailto:kamiruapp@gmail.com)