ArtArk Terms of Service

Effective Date: Nov. 10, 2026 Version 3

1. INTRODUCTION

1.1 Acceptance of these Terms

Welcome to ArtArk. These ***ArtArk Terms of Service*** (these "Terms") form a legally binding contract between you ("you", "your" or the "User") and **ADI INTELLIGENCE TECHNOLOGY LIMITED**, a company incorporated in Hong Kong ("ArtArk", "we", "us" or "our"), governing your access to and use of the ArtArk website at ***https://artark.ai*** and any related applications, software, application programming interfaces (APIs) and services (collectively, the "Service").

These Terms, together with the ***ArtArk Privacy Policy****, the* ***ArtArk Paid Services and Subscription Terms****, the* ***ArtArk AI-Generated Content Guidelines*** and any other rules or policies we publish, form the complete set of rules for your use of the Service. Where a special rule applies to a particular matter, that special rule prevails for that matter.

Please read these Terms carefully before you register, sign in, tick or click "I agree", or otherwise use the Service. In particular, clauses that limit or exclude our liability, define your obligations, govern paid services or content labeling, or deal with complaints and dispute resolution are shown in **bold** so that you can focus on them. **If you do not agree to any part of these Terms, you must not use the Service.** By ticking or clicking "agree", or by accessing or using the Service, you confirm that you have read, understood and accepted these Terms in full.

If you obtain the Service through any channel not authorized by us, we cannot guarantee its safety, stability or authenticity, and you bear the losses arising from doing so.

1.2 Eligibility

You confirm that you have the legal capacity to enter into these Terms. By using the Service, you represent and warrant that: (a) you are at least 18 years old or the age of majority in your jurisdiction, or, if you are below that age, your parent or legal guardian has read and agreed to these Terms on your behalf; (b) you have not previously been suspended or removed from the Service; and (c) your registration and use of the Service comply with all applicable laws and regulations.

1.3 Contracting Entity

The Service is operated by **ADI INTELLIGENCE TECHNOLOGY LIMITED**, a company incorporated under the laws of Hong Kong. Depending on the country or region indicated in your registration and the laws applicable to you, additional or different consumer-protection or other local terms may apply.

1.4 Other Applicable Terms and Precedence

Your use of the Service is also subject to our ***Privacy Policy*** and ***Paid Terms***. Where you have entered into a separate written enterprise or custom agreement with us, that written agreement prevails in the event of any conflict. If there is any conflict between these Terms and the other policies, the more specific terms prevail for the relevant matter; matters not addressed in these Terms are governed by the applicable policies.

1.5 Changes to these Terms

We may revise these Terms from time to time to reflect changes in law, regulation, the Service or our operations. For material changes that affect your rights and obligations, we will provide reasonable and prominent notice (for example by email, an in-app message or a notice on the website) indicating the revised content and the effective date. If you do not agree to the revised Terms, you should stop using the Service; your continued use after the effective date constitutes acceptance of the revised Terms.

2. THE SERVICE

2.1 Description of the Service

ArtArk is a cloud-based software-as-a-service product that uses artificial intelligence to generate design content (including images, layouts and visual concepts), provide creative assistance and offer related services. The exact features, functions, models and available scope are as actually provided within the Service and may change over time.

2.2 Third-Party Models and Services

Some features may rely on models, algorithms, APIs, cloud services, content resources or other technologies or services developed by us or by third parties. Different models, features and services may be subject to different service rules, technical limitations and licensing conditions.

2.3 Enterprise and Custom Services

If you are an enterprise customer and have entered into a separate written service contract with us (for example custom deployment, private delivery or industry solutions), that written contract prevails over these Terms to the extent of any

inconsistency; matters not covered by the written contract remain governed by these Terms.

2.4 Changes and Interruption of the Service

We may update, modify, suspend or discontinue features for product iteration, security, compliance or operational reasons, and will give advance notice where reasonably practicable. We may interrupt the Service for scheduled or emergency maintenance, for reasons of force majeure, to comply with laws or government orders, or to address security threats. To the extent permitted by law, we will not be liable for such interruptions or for any resulting delay or failure to perform.

3. YOUR ACCOUNT

3.1 Registration

You may register an ArtArk account using your email address or by authorizing a third-party account (such as Google or Apple). **You are responsible for safeguarding your account and access credentials.**

3.2 Accuracy of Information

You must provide registration information that is true, accurate, lawful and valid. If the information is inaccurate, we may decline to provide the Service or restrict certain functions, and we may terminate the Service.

3.3 Account Security

Your account is for your own use and you may not gift, lend, rent, sell, transfer or otherwise permit anyone else to use it. You are responsible for losses caused by your failure to safeguard your account, including any unauthorized or fraudulent use. Except to the extent caused by our breach of these Terms, we are not responsible for unauthorized access to your account.

3.4 Identity Verification

Where your use involves creator revenue settlement or model/material licensing revenue sharing, we may require a higher level of identity verification (such as your legal name, identification number and, where necessary, facial recognition) to verify your identity and protect funds. If you decline, your basic generation functions are unaffected, but you may be unable to participate in the relevant revenue settlement.

3.5 Inactive Accounts

If an account has not been logged into for 18 consecutive months and holds no paid entitlements or unsettled revenue, we may freeze or close it, and we will provide advance notice (for example by email or in-app message).

3.6 Account Deletion

You may request deletion of your account. Before doing so, please settle the content, transactions, credits and other entitlements associated with it. **Once deleted, an account cannot be restored and, except as required by applicable law or otherwise stated by us, its digital assets, generation history and service records cannot be recovered.**

4. FEES AND PAID SERVICES

4.1 ArtArk provides basic free functions such as browsing content, online generation, use of the asset library and template export; certain value-added functions require a paid membership or subscription.

4.2 The price, cycle, scope, term, billing method, entitlements, refund rules and any auto-renewal rules for membership or subscription services are governed by the applicable ***Paid Terms*** and the purchase pages displayed at the time.

4.3 Refunds, cancellations and termination of paid services are governed by the applicable *ArtArk Paid Services and Subscription Terms* and page rules, except where mandatory provisions of applicable law require otherwise.

4.4 Before you purchase paid services, we will display the name, price, billing method, term and refund rules as required by applicable law and provide reasonable notice of clauses that materially affect your rights.

4.5 Where payment processing is provided by a third-party payment provider, that payment is also subject to the provider's terms and rules.

4.6 These Terms do not constitute a perpetual commitment to any particular paid entitlement, commercial license scope or model availability; the applicable entitlements are those in effect at the time of purchase.

5. INPUT, OUTPUT AND THIRD-PARTY MATERIALS

5.1 Definitions

You may submit text prompts, images, audio, video, files, reference images, materials and other content ("Input"), and receive the text, images, audio, video, designs and other content that the Service generates or processes based on your Input ("Output").

5.2 Ownership of Input

You retain all rights in your Input; your use of the Service does not transfer ownership of your Input to us.

5.3 Faces, Voices and Sensitive Information

If your Input involves another person's face, voice, likeness or other biometric or sensitive information, you must, where required by law, provide the required notices and obtain the appropriate consents in advance. You may not use the Service to edit, synthesize or distribute another person's biometric information without authorization.

5.4 Third-Party Resources

For third-party models, materials, fonts, templates, style templates, plugins and other third-party resources, you must also comply with the applicable license agreements, rules and rights-holder requirements, in particular regarding commercial use, publication, sublicensing, redistribution, territory, term and industry restrictions.

5.5 We may display the names, sources, license notices or use restrictions of third-party resources; these notices are for risk information only and do not grant you any rights beyond the third-party authorization.

5.6 Nature of Output

Output may contain errors, fabricated content, omissions, inaccuracies or content similar to existing works. Whether Output constitutes a protected work, whether any rights subsist in it, and how those rights are allocated must be determined under applicable law and the specific facts. These Terms do not determine copyright or other intellectual-property ownership of Output and do not automatically grant you rights in any third-party resources.

5.7 Your Responsibility to Review

You should carry out appropriate fact-checking, rights clearance and compliance review for the intended use of Output. In particular, before using Output for commercial publication, advertising, sale of goods, publishing, public communication or other uses with legal consequences, you must confirm the relevant rights and authorization conditions yourself.

5.8 Your Warranties

You warrant that the materials and prompts you upload or input are original to you or lawfully obtained, and that you have the authorizations needed for the relevant purpose, without infringing any third party's copyright, trademark, portrait or likeness, name, privacy, personal-information rights, trade secrets or other lawful rights. You are fully

responsible for any losses we or third parties suffer as a result of your breach of this warranty.

5.9 Use of Content to Improve the Service

You understand and agree that your Input and related usage information may be used for model optimization, service improvement, personalized experience and issue analysis. If you do not want your Input used for model optimization, you can contact us at support@artark.ai; we will process your request within 15 business days and stop using subsequently generated Input for such purposes, subject to applicable law. Uses already lawfully completed or in progress before your request are handled under the existing rules to the extent permitted by law.

5.10 Promotional Benefits

If you receive free membership, credits, redemption codes or other benefits through an official invitation, creator program, promotion, trial or content collaboration ("Promotional Benefits"), then, unless mandatory law or a written agreement provides otherwise, you grant us a worldwide, royalty-free, non-exclusive, sublicensable license to display, reproduce and distribute and otherwise use the Output you produce using those Benefits (including cases, works, creation process and before/after comparisons) in the ArtArk community, website, official social media, promotional materials and case libraries, as well as in our promotions, advertisements, marketing activities and relevant research on third-party platforms, and to identify you by your nickname, avatar, account identifier or other confirmed designation.

5.11 We will process relevant content lawfully, fairly and within the scope disclosed to you, and will maintain appropriate security measures. If relevant Input contains third-party personal information, trade secrets or confidential information, you must ensure you have a lawful basis to submit it and should decide carefully whether to do so.

6. AI-GENERATED CONTENT TRANSPARENCY AND LABELING

6.1 To comply with applicable AI-content transparency and labeling laws, ArtArk will apply appropriate visible and/or machine-readable labels or notices to generated content depending on the type of generation service.

6.2 For content that requires a visible indication, we will add an appropriate notice in the generated content, the interface and/or downloaded, copied or exported files, and may include AI-generated status, service-provider information or a content identifier in file metadata. The exact form, position and style may vary by content type.

6.3 You may not maliciously delete, alter, forge or conceal labels or notices we apply in accordance with law, and you may not provide tools, services or assistance to others for doing so.

6.4 When you publish or distribute Output through third-party content-sharing services, you should, as required by law, disclose that the content is AI-generated and use the relevant platform's labeling functions; you may not deliberately present AI-generated content as having been created entirely by a natural person.

6.5 If you lawfully request generated content without a visible label, we will handle the request where permitted by law, supported by the product and otherwise permissible, and we will keep the required records. After receiving unlabeled content, you may not publish or distribute it unlawfully.

6.6 You are responsible for the labeling and disclosure obligations that apply to your subsequent publication, distribution, editing or further processing of Output.

7. CONTENT RISK ADVICE

7.1 You acknowledge that AI technology has limitations; Output may contain factual errors, fabricated, outdated or omitted content, logical errors, bias, discriminatory expression, or results that do not fully match your request.

7.2 You may not rely on unvalidated Output as the sole basis for matters that may significantly affect individuals or organizations, including medical, health, financial, investment, insurance, legal, educational, safety or public-administration matters; for such matters, consult reliable sources and appropriately qualified professionals.

7.3 For supply-chain recommendations, product recommendations, procurement advice, supplier selection, bidding advice or business decisions, Output is auxiliary information only. ArtArk makes no express or implied warranty regarding the authenticity, qualifications, performance capability, product quality, price, fairness, safety or transaction outcome of any recommended party.

7.4 For third-party names, brands, people, products, works, materials, fonts, styles or other protected objects appearing in Output, you must verify the relevant rights and authorization before use.

7.5 Other users may obtain the same or similar results from the same or similar input; Output is not necessarily unique or exclusive.

8. ACCEPTABLE USE

8.1 In using the Service, you may not create, reproduce, publish or distribute content that, and you may not facilitate conduct that:

- infringes any third party's intellectual property, privacy, publicity, personality or other rights;
- contains or distributes malware, or otherwise interferes with, disrupts, disables or compromises the Service or any system;
- is unlawful, harmful, threatening, abusive, harassing, defamatory, hateful, discriminatory or violent;
- is sexually explicit or pornographic, or exploits or harms minors;
- constitutes or facilitates fraud, deception or impersonation;
- promotes terrorism, violent extremism, illegal acts, gambling, or illegal weapons or drugs;
- is used for unsolicited bulk messages or content;
- creates or distributes deliberately false information likely to mislead the public; or
- violates any applicable law or regulation.

8.2 You may not use unauthorized plugins, add-ons, scripts, crawlers or other tools to interfere with, disrupt, modify or bypass the Service's security mechanisms, and you may not register accounts maliciously or in bulk, attack servers, steal data or otherwise compromise network security.

8.3 You may not use the Service for automated large-scale generation or distribution of unlawful content, or to circumvent our security measures, content-review mechanisms, account limits or labeling mechanisms.

8.4 You may not input or upload another person's personal information, trade secrets or confidential information without authorization. You are responsible for your Input, your manner of use and your subsequent publication, distribution and commercial use of Output.

8.5 If you violate this Section 8, we may take one or more measures depending on the circumstances, including issuing a warning, deleting content, restricting functions, suspending or terminating the Service, or closing or banning the account. Where required by law, we will report to the competent authorities, and we will cooperate with law enforcement in the case of unlawful conduct.

9. CONTENT SAFETY, REVIEW AND ILLEGAL CONTENT

9.1 We will, based on applicable law and the nature of the Service, use technical and/or human means to conduct safety review, risk identification and necessary handling of user Input and Output.

9.2 For content that is, or that we reasonably suspect to be, unlawful, infringing or otherwise high-risk, we may take necessary measures under applicable law and these Terms, including stopping generation or transmission, deletion, blocking, restricting functions, suspending the Service or closing the account.

9.3 Where applicable law requires correction, rumor rebuttal or risk warnings, we will take the corresponding measures as required.

9.4 We will establish complaint, appeal and public-feedback mechanisms and provide the relevant entry points and handling rules within the product or on our website.

10. COMPLAINTS, REPORTS AND CONTENT CLAIMS

10.1 Any person or entity that believes content uploaded, published, generated or distributed by an ArtArk user infringes its lawful rights or violates applicable law may send us a notice through the contact details in these Terms.

10.2 To enable prompt handling, a notice should include: the complainant's identity and contact information; evidence of the relevant rights or basis; the specific link, screenshot, content identifier or other information sufficient to locate the content; the facts and reasons for the infringement or violation; and a statement of the truthfulness and lawfulness of the notice.

10.3 After receiving a valid notice, we will review the content, evidence, risk level and applicable law, and, within the range required or reasonably necessary, take measures such as deletion, blocking, disabling links, restricting access or restricting the relevant functions.

10.4 For complex, insufficiently evidenced or otherwise unverifiable notices, we may request further materials; for notices that are clearly incomplete, impossible to locate, without basis or malicious, we may decline to act or request correction.

10.5 If the relevant user believes its content is lawful, non-infringing or authorized, it may submit an explanation and supporting evidence under our appeal mechanism, and we will review and decide whether to restore the content or service.

10.6 This mechanism establishes a channel for timely detection and handling of unlawful or infringing content and does not impose a general, comprehensive or prior human-review obligation for all user content, except where mandatory law requires otherwise.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 As between you and us, the Service itself and the software, interfaces, trademarks, logos, programs, databases, algorithms, models, technical documentation, page design and other platform content we provide are owned by us, our affiliates or the relevant rights-holders.

11.2 Except as provided by law or with our written permission, you may not reproduce, modify, decompile, reverse-engineer, scrape, mirror, rent, sell, distribute or otherwise misuse the Service or its protected content.

11.3 License to use the Service. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access and use the Service for your own purposes within the applicable usage limits and these Terms.

11.4 These Terms do not change the ownership or licensing conditions of third-party resources; you must comply with the relevant license agreements when using them.

11.5 Trademarks. You may not use our names, trademarks, service marks, trade names, domain names or other distinctive brand features (including "ArtArk" and "artark.ai") without our prior written consent.

11.6 Copyright Complaints. If you believe content on the Service infringes your intellectual-property rights, please report it using the notice details in Section 10 so that we can investigate and handle it.

12. PRIVACY AND DATA PROTECTION

12.1 Protecting your personal information is a core principle; we process your personal information in accordance with these Terms and the ***ArtArk Privacy Policy***. Matters not expressly addressed here are governed by the ***Privacy Policy***.

12.2 We will meet our data-protection obligations under applicable law for user Input, generation records and usage records, and will not collect personal information unnecessary for the purpose of the Service, or unlawfully retain, use or provide identifiable Input or records.

12.3 If you input or upload another person's personal information, you must ensure you have a lawful basis and may not unlawfully process that person's information through the Service.

12.4 You have the rights of access, portability, correction, supplementation, deletion and objection available under applicable data-protection laws; how to exercise these rights is set out in the ***Privacy Policy*** and within the product.

13. MINORS

13.1 The Service is primarily intended for adults. If you are under 18, you should read these Terms with a parent or guardian and use the Service only with that guardian's consent.

13.2 If we become aware that we are processing personal information of a minor without the required consent, we will delete the relevant information in accordance with applicable law.

13.3 If you are a guardian and become aware that the person in your care is using the Service or making payments without your consent, please contact us promptly using the details in Section 21.

14. DISCLAIMERS AND LIMITATION OF LIABILITY

14.1 The Service and Output are provided on an "as is" and "as available" basis. **To the maximum extent permitted by applicable law, we make no representations or warranties of any kind, whether express, implied or statutory, including that the Service will be uninterrupted, secure, error-free, accurate, reliable, non-infringing, fit for a particular purpose, or suitable for high-risk activities.**

14.2 Given the current limitations of AI, we cannot guarantee the truthfulness, accuracy, reliability or uniqueness of Output. You should evaluate Output carefully and should not rely on it as a decision basis for matters with significant consequences; where necessary, consult a qualified professional.

14.3 To the extent permitted by law, we are not liable for service interruptions or losses arising from:

(a) force majeure (natural disasters, government acts, epidemics, war, etc.); or

(b) scheduled or emergency system maintenance or upgrades; or

(c) your improper operation or unauthorized use of the Service; or

(d) computer viruses, hacking, third-party service defects or other factors beyond our control.

14.4 **To the maximum extent permitted by law, in no event will we be liable for any indirect, consequential, punitive, incidental or special damages. Our total aggregate liability to you, for any reason and under any theory, will not exceed the fees you actually paid us in the 12 months preceding the event giving rise to the claim. This limitation does not apply to personal injury caused by our intent or gross negligence, or to liability that cannot be limited or excluded under applicable law.**

14.5 We do not warrant the safety, stability, continuity, accuracy, completeness, compatibility or rights status of third-party models, APIs, materials, fonts, templates, plugins, cloud services, payment services or other third-party services.

14.6 For recommendations and similar functions, we do not warrant the qualifications, product quality, performance capability, transaction safety, price, fairness or final transaction outcome of any recommended party.

14.7 You should independently judge and verify Output and related information and should not rely on unvalidated information as the sole basis for significant decisions.

15. INDEMNIFICATION

15.1 You will defend, indemnify and hold harmless ArtArk, its affiliates and their respective officers, directors, employees, agents, licensors and representatives from and against any claims, liabilities, damages, judgments, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) your Input, Output or other content, including any alleged infringement or misappropriation of third-party rights; (b) your use or misuse of the Service, including any alleged breach of applicable data-protection or other laws or of these Terms; or (c) your use of products, services, data, software, hardware or business processes not provided by us.

15.2 We will provide you with prompt notice of any such claim and reasonable assistance at your expense, and we may participate with our own counsel. You may not settle a claim in a way that requires us to admit liability, pay money, or take or refrain from taking action without our prior written consent (not to be unreasonably withheld or delayed).

16. TERM, SUSPENSION AND TERMINATION

16.1 Term. These Terms take effect when you accept them, access the Service or begin using the Service (whichever is earliest) and continue until terminated as set out below.

16.2 Termination for cause. To the extent permitted by law, we may terminate these Terms, or suspend, restrict or terminate your access to or use of the Service, with immediate effect, if: (a) you breach these Terms and fail to cure the breach after notice; (b) we reasonably believe you have violated applicable law or engaged in illegal, fraudulent or deceptive conduct; or (c) other circumstances set out in these Terms apply.

16.3 Termination for convenience. We may terminate these Terms for convenience by giving you 30 days' prior written notice.

16.4 Termination by you. You may terminate by deleting your account and ceasing to use the Service.

16.5 Effects of Termination. Upon termination, your right to use the Service ends and you must stop all activities authorized by these Terms and remove the Service from your devices. You will no longer have access to your account. Rights and obligations accrued before termination are unaffected. Clauses that by their nature should survive, including intellectual

property, liability, indemnification, governing law and dispute resolution, continue in effect to the extent permitted by law.

17. EXPORT CONTROL AND SANCTIONS

17.1 You agree to comply with all applicable export-control and sanctions laws and may not use the Service in a way that breaches those laws or causes us to breach them or to become a target of sanctions.

17.2 You may not use the Service if you are, or are acting on behalf of, a person or entity targeted by applicable sanctions (including sanctions administered by the United Nations, the United States (including the Office of Foreign Assets Control), the European Union and its member states, the United Kingdom, the People's Republic of China or Hong Kong), or if you are located in or organized under the laws of a comprehensively sanctioned jurisdiction (which currently includes Cuba, Iran, North Korea and Syria, as updated under applicable law).

17.3 If we determine, in our sole discretion, that you have breached this Section 17, we may immediately terminate these Terms and cease providing the Service without compensation, and we may fulfill any reporting obligations to the relevant authorities.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 Governing Law. This website, its content, and these Terms (and any dispute arising out of or in connection with any of them) are governed by the laws of the Hong Kong Special Administrative Region, without regard to its conflict-of-laws rules.

18.2 Arbitration. If a dispute arising out of or in connection with these Terms or the Service cannot be resolved through friendly consultation within 30 days, either you or we may refer the dispute to the Hong Kong International Arbitration Centre (HKIAC) for administered arbitration under the HKIAC Administered Arbitration Rules in force at the time. The seat of arbitration is Hong Kong, the tribunal will consist of three arbitrators unless otherwise agreed, and the proceedings will be conducted in English. The arbitral award is final and binding on both parties.

18.3 Interim Relief. Notwithstanding Section 18.2, either party may apply to a court of competent jurisdiction for interim or injunctive relief to preserve the status quo or prevent irreparable harm.

19. FORCE MAJEURE

19.1 "Force Majeure" means unforeseeable, unavoidable and insurmountable events beyond a party's reasonable control, including natural disasters, government acts, the enactment or

change of laws or policies (including trade laws, sanctions and restrictive measures), strikes or unrest, military or terrorist acts, riots and large-scale epidemics.

19.2 A party affected by Force Majeure is not liable for the resulting delay or failure to perform, to the extent permitted by law. If the event continues for more than 15 consecutive days, either party may terminate these Terms by written notice without liability.

20. GENERAL PROVISIONS

20.1 Notices. Notices under these Terms may be given in writing to the relevant address or electronically (for example by email, website announcement, in-app message or text message), and electronic notices are deemed delivered on the date sent.

20.2 Assignment. You may not assign these Terms without our prior written consent. We may assign these Terms without your consent in connection with a merger, acquisition, sale of assets, corporate reorganization or to an affiliate, after which the successor assumes our obligations.

20.3 Waiver and Severability. Failure to exercise a right does not waive it, and a waiver of one breach does not waive others. If any provision is held invalid or unenforceable, the remaining provisions remain in effect.

20.4 No Third-Party Beneficiaries. These Terms do not confer rights on third parties except as expressly stated.

20.5 Entire Agreement. These Terms and the policies they incorporate constitute the entire agreement between you and us regarding the Service and supersede any prior arrangements.

20.6 Language. These Terms may be translated into other languages; in the event of any inconsistency, the English version prevails.

20.7 Open Source. The Service may incorporate open-source components subject to their respective licenses; relevant notices and attributions are provided within the Service.

20.8 Headings. Section headings are for convenience only and do not affect interpretation.

21. CONTACT US

If you have any comments or questions about these Terms, or you discover unlawful, infringing or unsafe content, security issues or other matters in the Service, you can contact us through the in-product feedback or complaint entry point or at support@artark.ai. We will promptly receive and handle complaints, reports and appeals under applicable law and will provide feedback on the outcome through the relevant channels.