Terms of Service

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A. Introduction

These Terms of Service govern access to and use of the ElderWall AI: Smart Wallpapers ("App" or "Service") by individuals who are general visitors to the App owned or operated by Xingyun Feng. ("we", "us", or "our"). By using our Services, you accept these Terms.

B. Your right to use the App

The App contains technology and content that is owned by us or our third licensors. We grant you a limited license to make use of the App.

We own the trademarks and logos displayed on the App. The license granted herein does not include a right to use our trademarks or any other marks on the App without the express permission of the trademark owner.

All rights not explicitly granted herein are reserved.

C. Limitations on use

The following are explicitly prohibited:

- You may not use the App for any unlawful, illegal or injurious purpose or to publish, post, distribute, receive, or disseminate defamatory, infringing, confidential, obscene, or other unlawful material or to threaten, harass, stalk, abuse, or other otherwise violate the legal rights (including without limitation, the rights of privacy and publicity) of any third party.
- You may not deposit, edit, modify or otherwise use the App in a manner that makes it false, incomplete or misleading.
- You may not use the App in any way that damages, disables, overburdens or impairs the operation of the App.
- You may not use the App in any way that damages, disables, overburdens or impairs the operation of the App.

D. Children

The App is not designed for and is not marketed to people under the age of 13 or such other age designated by applicable law ("minors"). We do not knowingly allow minors to use our Services. If you are a minor, please do not use our

Services or send us your personal information. We will ban the access to the App of a minor without verified parental consent. Please contact us if you believe a minor has used the App.

E. Links to other websites and services

The App may contain links to and from sites maintained by third parties. These Terms do not cover your activities on those sites and the services or products provided by those third party. We recommend you read the terms of use and privacy notices or policies of these sites before you enter in it.

F. Warranties

THE APP AND ANY CONTENT WE SUPPLY YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE". YOUR USE OF THE APP AND CONTENT WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTEND LEGALLY POSSIBLE, WE: (a) MAKE NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) **EXPRESSLY DISCLAIM** ALL **IMPLIED** WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DO NOT WARRANT THAT THE APP OR CONTENT ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR USE OF THE APP AND/OR CONTENT.

G. Force majeure

Neither you nor we will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

H. Questions and concerns

If you have any questions, comments, complaints or requests regarding these Terms, please contact us by email chihang3924@outlook.com

I. Changes to the Terms

We may change these Terms from time to time, to reflect changes in our practices or to comply with changes in applicable law or regulatory requirements. We will post any changes to these Terms on this page and encourage you to check this page regularly to keep informed. If you would like to view our previous Terms, you can contact us.