

TERMS OF SERVICE

Effective Date: January 19, 2026

Last Updated: January 19, 2026

1. INTRODUCTION

Welcome to **Outfitz** (the “App”). These Terms of Service (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and **Mehmet Can Bıyık** (“Company,” “we,” “us,” or “our”), the owner and operator of the App.

By downloading, installing, accessing, or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must immediately cease using the App.

Contact Information:

Email: outfitz@aigence.net

Data Controller: Mehmet Can Bıyık

2. ELIGIBILITY AND AGE RESTRICTION

2.1 Minimum Age

The App is intended for users aged **13 years or older**. By using the App, you represent and warrant that you are at least 13 years of age. If you are under 13, you are prohibited from using the App.

2.2 Parental Consent

If you are between 13 and 18 years of age (or the age of majority in your jurisdiction), you must have your parent or legal guardian’s permission to use the App and agree to these Terms.

3. DESCRIPTION OF SERVICES

3.1 Core Features

Outfitz provides AI-powered virtual try-on services, including but not limited to:

- **AI Try-On:** Upload real photos of clothing, accessories, or outfits and virtually try them on using AI technology.

- **Avatar Creation:** Upload selfies to generate AI-powered avatars and use them for virtual try-on experiences.
- **Catalog Browsing:** Access a curated catalog of clothing and accessory items for virtual try-on.
- **Favorites & History:** Save and manage your favorite try-on results and browsing history.

3.2 Technology

The App uses **Google Gemini API** and other third-party AI services to process images and generate virtual try-on results. The AI technology is provided “as-is” and may not always produce accurate or realistic results.

3.3 Service Availability

We strive to provide uninterrupted access to the App, but we do not guarantee that the App will be available at all times. The App may be temporarily unavailable due to maintenance, updates, or technical issues.

4. SUBSCRIPTION AND PAYMENT

4.1 Subscription Plans

The App offers a **weekly subscription** with the following terms:

- **Free Trial:** 3 days
- **Price:** \$4.99 USD per week (or local currency equivalent, e.g., 249.99 TRY in Turkey)
- **Auto-Renewal:** Subscriptions automatically renew unless canceled at least 24 hours before the end of the current billing period.

4.2 Anonymous Subscription

You may subscribe to the App **without creating an account**. Subscriptions are managed through **RevenueCat** and your device’s app store (Apple App Store or Google Play Store).

4.3 Payment Processing

All payments are processed through Apple App Store or Google Play Store. By subscribing, you agree to the payment terms of your respective app store.

4.4 Cancellation

You may cancel your subscription at any time through your device’s app store settings. Cancellation will take effect at the end of the current billing period. You will retain access to premium features until the end of the paid period.

4.5 Refund Policy

Refunds are governed by the refund policies of **Apple App Store** and **Google Play Store**. We do not process refunds directly. Please contact your app store's customer support for refund requests.

4.6 Price Changes

We reserve the right to modify subscription prices at any time. Price changes will not affect your current subscription period but will apply upon renewal. You will be notified of price changes in advance.

5. USER CONTENT AND INTELLECTUAL PROPERTY

5.1 User-Uploaded Content

You may upload photos, selfies, and other content ("User Content") to use the App's features. You retain all ownership rights to your User Content.

5.2 User Warranties

By uploading User Content, you represent and warrant that:

- You own all rights to the User Content or have obtained all necessary permissions, licenses, and consents to upload and use the content.
- The User Content does not infringe upon any third-party intellectual property rights, privacy rights, or other legal rights.
- The User Content does not contain illegal, harmful, defamatory, obscene, or otherwise objectionable material.
- If the User Content contains images of other individuals, you have obtained their consent to upload and process their images.

5.3 License to User Content

By uploading User Content, you grant us a **limited, non-exclusive, royalty-free, worldwide license** to use, store, process, and display your User Content solely for the purpose of:

- Providing the App's services (e.g., AI processing, virtual try-on generation).
- Technical operations (e.g., storage, backup, content delivery).

We will **not** use your User Content for marketing, advertising, AI model training, or any other purpose without your explicit consent.

5.4 AI-Generated Outputs

All AI-generated outputs (e.g., virtual try-on results, avatars) created using your User Content are **owned by you**. However, you grant us a limited license to store and display these outputs solely for the purpose of providing the App's services.

5.5 Platform Content

All content provided by the App, including but not limited to the catalog of clothing items, UI design, logos, trademarks, and software, is owned by us or our licensors and is protected by intellectual property laws. You may not copy, modify, distribute, or create derivative works from any platform content without our prior written consent.

6. PROHIBITED CONDUCT

You agree **not** to:

- Use the App for any illegal, harmful, or fraudulent purpose.
- Upload content that violates any third-party rights (e.g., copyright, trademark, privacy).
- Upload content containing nudity, pornography, violence, hate speech, or other objectionable material.
- Use the App to create deepfakes, misleading content, or content intended to deceive or harm others.
- Attempt to reverse-engineer, decompile, or extract the source code of the App.
- Use automated tools (e.g., bots, scrapers) to access or interact with the App.
- Interfere with or disrupt the App's functionality, servers, or networks.
- Impersonate any person or entity or misrepresent your affiliation with any person or entity.
- Use the App for commercial purposes without our prior written consent.

Violation of these prohibitions may result in immediate termination of your access to the App and potential legal action.

7. CONTENT MODERATION

7.1 Automated Filtering

The App uses **automated content filtering** powered by the **Google Gemini API** to detect and block inappropriate content (e.g., nudity, violence, hate

speech). If your uploaded content is flagged by the automated filter, the processing will fail, and you will be notified.

7.2 No Obligation to Monitor

We are **not obligated** to monitor, review, or moderate User Content. However, we reserve the right to remove, suspend, or restrict access to any User Content or user account at our sole discretion if we believe it violates these Terms or applicable laws.

7.3 Reporting

If you encounter content that violates these Terms, please report it to us at outfitz@aigence.net.

8. DISCLAIMERS AND LIMITATIONS OF LIABILITY

8.1 “As-Is” Service

The App is provided “**as-is**” and “**as available**” without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

8.2 AI Accuracy

We do not guarantee the accuracy, realism, or quality of AI-generated outputs. Virtual try-on results and avatars are generated using AI technology and may not accurately represent real-world appearances.

8.3 Service Interruptions

We do not guarantee uninterrupted, secure, or error-free access to the App. The App may be temporarily unavailable due to maintenance, updates, technical issues, or third-party service disruptions (e.g., Google Gemini API, AWS, RevenueCat).

8.4 Third-Party Services

The App relies on third-party services, including but not limited to:

- **Google Gemini API** (AI processing)
- **Amazon Web Services (AWS)** (cloud storage and infrastructure)
- **RevenueCat** (subscription management)
- **Apple App Store / Google Play Store** (payment processing)

We are not responsible for any failures, errors, or disruptions caused by these third-party services.

8.5 User Content Responsibility

You are solely responsible for your User Content. We are not liable for any damages, losses, or legal claims arising from your User Content or your use of the App.

8.6 Limitation of Liability

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising from:

- Your use or inability to use the App.
- Unauthorized access to or alteration of your data.
- Third-party conduct or content.
- Any other matter relating to the App.

Our total liability to you for all claims arising from your use of the App shall not exceed the amount you paid for the subscription in the 12 months preceding the claim.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Mehmet Can Bıyık, its affiliates, and their respective officers, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your use of the App.
- Your User Content.
- Your violation of these Terms.
- Your violation of any third-party rights.

10. TERMINATION

10.1 Termination by You

You may terminate your use of the App at any time by:

- Canceling your subscription through your device's app store settings.
- Deleting your account (if applicable) through the App's settings.
- Uninstalling the App from your device.

10.2 Termination by Us

We reserve the right to suspend or terminate your access to the App at any time, with or without notice, for any reason, including but not limited to:

- Violation of these Terms.
- Fraudulent, abusive, or illegal activity.
- Non-payment of subscription fees.
- Technical or security reasons.

10.3 Effect of Termination

Upon termination:

- Your subscription will be canceled (subject to your app store's refund policy).
- Your access to premium features will be revoked.
- Your User Content and AI-generated outputs may be deleted in accordance with our **Personal Data Retention and Destruction Policy** (typically within 2 years of inactivity or immediately upon account deletion request).

11. DATA PROTECTION AND PRIVACY

Your privacy is important to us. Please review our **Privacy Policy** to understand how we collect, use, and protect your personal data.

By using the App, you consent to the collection and processing of your personal data as described in our Privacy Policy, including:

- **International Data Transfer:** Your data may be transferred to and processed in countries outside your jurisdiction, including the United States (Google LLC, AWS).
- **Data Retention:** Personal data is retained for up to 2 years following inactivity or until you request deletion.
- **User Rights:** You have the right to access, correct, delete, or restrict the processing of your personal data under applicable laws (e.g., KVKK, GDPR).

For more information, please see our **Privacy Policy** and **Personal Data Retention and Destruction Policy**.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the **Republic of Turkey**, without regard to its conflict of law provisions.

12.2 Jurisdiction

Any disputes arising from or relating to these Terms or your use of the App shall be subject to the exclusive jurisdiction of the **Istanbul Courts and Execution Offices**.

12.3 Dispute Resolution

Before initiating any legal proceedings, you agree to attempt to resolve any disputes informally by contacting us at outfitz@aigence.net.

13. CHANGES TO THESE TERMS

We reserve the right to modify these Terms at any time. If we make material changes, we will notify you by:

- Posting the updated Terms within the App.
- Sending a notification via email (if you have provided an email address).
- Displaying a notice within the App.

Your continued use of the App after the effective date of the updated Terms constitutes your acceptance of the changes. If you do not agree to the updated Terms, you must stop using the App.

14. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Mehmet Can Bıyık regarding your use of the App and supersede all prior agreements, understandings, and representations.

16. CONTACT US

If you have any questions, concerns, or requests regarding these Terms, please contact us at:

Email: outfitz@aigence.net

Data Controller: Mehmet Can Bıyık

By using Outfitz, you acknowledge that you have read, understood,
and agree to be bound by these Terms of Service.