

Terms of Service — AI FanSwap

Lunexa Tech & Apps Inc.

Federally Incorporated in Canada | Ontario, Canada | lunexatech.ca | info@lunexatech.ca

Last Updated: May 28, 2026

By accessing or using the AI FanSwap service provided by Lunexa Tech & Apps Inc. ("we," "our," or "us"), you agree to be bound by these Terms of Service.

Lunexa Tech & Apps Inc. is federally incorporated in Canada under the Canada Business Corporations Act (CBCA) and operates from Ontario, Canada.

Acceptance of Terms — Required Acknowledgement

Before accessing or using our service, you are required to actively confirm your acceptance of these Terms of Service and our Privacy Policy by ticking the acceptance checkbox presented at registration or checkout.

The acceptance checkbox reads as follows:

☐ *I have read, understood, and agree to the Terms of Service and Privacy Policy of Lunexa Tech & Apps Inc. I confirm that I am 18 years of age or older, that I will only upload images of myself or of a minor child for whom I am the legal parent or guardian, and that I will not misuse this service to upload, generate, or distribute images of any other person without their explicit written consent. I understand that I am solely responsible for any content I upload or generate using this service.*

Ticking this box constitutes a legally binding agreement recorded with a timestamp and associated with your account.

1. About Us & Eligibility

Lunexa Tech & Apps Inc. is federally incorporated in Canada under the CBCA and operates from Ontario, Canada.

You must be at least 18 years of age to create an account and purchase credits. By registering, you confirm you are 18 or older.

Adult account holders (parents or legal guardians) may use our face-swap feature to create AI-generated photos featuring their minor children, provided they have full legal authority to do so.

2. Credit Packages — One-Time Purchase

AI FanSwap operates on a credit-based system. You purchase credit packages as one-time transactions — there is no automatic recurring subscription unless you choose to purchase again.

- Samba Starter: 10 AI face-swap credits for \$7.99 USD (one-time)
- Seleção Pro: 30 AI face-swap credits for \$14.99 USD (one-time)

Credits are consumed each time you generate an AI face-swap photo. One credit = one generation.

IMPORTANT — Credit Expiry: All purchased credits expire automatically 30 days from the exact date of purchase, regardless of whether they have been used. Expired credits are forfeited and cannot be refunded, carried over, or reinstated. This 30-day expiry is aligned with our mandatory image deletion cycle.

You may purchase additional credit packages at any time. Each new purchase creates a new 30-day expiry window for those credits.

3. Acceptable Use — Face Swap Feature

Our face-swap feature is designed for personal, creative, and entertainment use only. By using this feature, you agree:

- You may only upload a photo of your own face, or a photo of a minor child for whom you are the parent or legal guardian.
- You must not upload photos of any other real person without their explicit written consent.
- You must not upload photos of public figures, celebrities, politicians, athletes, or any identifiable third party.
- You must not use our service to create content that is defamatory, misleading, harmful, sexually explicit, or that could be used to harass, deceive, or harm any individual.
- You must not use AI-generated images to misrepresent yourself or others, or to create fake identities.

Violation of any of the above rules may result in immediate account termination without refund.

4. User Responsibility

You are solely and exclusively responsible for any photo or image you upload to our platform. By uploading any image, you confirm that:

- You are the person depicted in the image, OR you are the parent or legal guardian of the minor child depicted.
- You have full legal right to use and upload that image.
- The image does not violate any third party's rights, including rights of privacy, publicity, or intellectual property.

Lunexa Tech & Apps Inc. bears no responsibility or liability for any misuse of the face-swap feature, including unauthorized uploads of third-party images. Any legal consequences arising from misuse are solely the responsibility of the account holder.

5. Refund and Cancellation Policy

We offer a 14-day complaint window from the date of each credit package purchase. Within this window, refunds are strictly limited to unused credits only, subject to the following conditions:

- Only unspent credits are eligible for refund consideration. Once a credit has been used to generate an AI photo, that portion of the transaction is final and non-refundable due to immediate computing costs incurred.
- If you purchased 10 credits and used 3, you may request a refund for the remaining 7 unused credits only.
- After 14 days from the date of purchase, no refund of any kind will be issued under any circumstances.
- After 30 days from the date of purchase, all images are permanently deleted, all credits expire, and no complaint investigation can be processed.

To request a refund within the 14-day window, contact us at info@lunexatech.ca with your purchase details.

6. Image Data and Deletion

All uploaded face images and AI-generated photos are automatically and permanently deleted from our systems 30 days after the date of creation.

Within the 30-day retention window: Backend access to uploaded images is strictly restricted to authorized technical staff solely for quality control, support ticket resolution, system processing purposes, and investigating customer complaints raised within the 14-day refund window.

After 30 days:

- All images are permanently deleted with no exceptions
- No backup or copy exists on our servers
- No refund or complaint investigation can be processed
- All associated unused credits expire automatically

You may request early deletion of your images at any time by contacting info@lunexatech.ca.

7. Intellectual Property

All AI models, software, platform design, graphics, and underlying technology are the exclusive property of Lunexa Tech & Apps Inc. and are protected by Canadian federal and international intellectual property laws.

AI-generated images created using our service are provided to you for personal, non-commercial use only. You may not resell, redistribute, or use generated images for commercial purposes without our express written permission.

8. Disclaimer of Warranties

Our services are provided "as is" and "as available" without warranties of any kind. We do not guarantee that our service will be uninterrupted, error-free, or that AI-generated results will meet your specific expectations.

9. Limitation of Liability

Lunexa Tech & Apps Inc. shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of our services. Our total liability to you for any claim shall not exceed the amount you paid to us in the 30 days preceding the claim.

10. Governing Law

These Terms are governed by the federal laws of Canada and the laws of the Province of Ontario. As a federally incorporated Canadian corporation, Lunexa Tech & Apps Inc. operates under the Canada Business Corporations Act (CBCA). Any disputes shall be subject to the exclusive jurisdiction of the courts of Ontario, Canada.

11. Changes to These Terms

We may update these Terms from time to time. We will notify registered users of material changes via email. Continued use constitutes acceptance of the revised Terms.

12. Contact Us

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