

TERMS OF SERVICE

CREATIVE // ENGINE

Effective Date: [Insert Date]**Last Updated:** [Insert Date]

These Terms of Service govern your access to and use of CREATIVE // ENGINE, including our website, software, tools, subscription services, artificial intelligence design systems, image generation features, uploads, downloads, account dashboard, early access program, and related services.

By accessing or using CREATIVE // ENGINE, you agree to these Terms. If you do not agree, do not use the Service.

For purposes of these Terms, "CREATIVE // ENGINE," "we," "us," and "our" means **[Insert Legal Company Name]**, operating CREATIVE // ENGINE. "User," "you," and "your" means any person or entity using the Service.

1. What CREATIVE // ENGINE Is

CREATIVE // ENGINE is a tattoo-focused design concept and image-generation platform intended to help tattoo artists, designers, and creative professionals develop custom visual concepts, references, design directions, and tattoo-ready inspiration.

The Service may use artificial intelligence, machine learning, image-generation systems, prompt-building systems, style engines, user-uploaded references, and other tools to produce visual outputs.

CREATIVE // ENGINE is **not** a tattoo license, legal advisor, copyright clearance service, medical advisor, professional tattoo safety authority, or substitute for the judgment of a qualified tattoo artist.

You are responsible for deciding whether any output is appropriate, safe, original enough, legally usable, technically tattooable, and suitable for your client.

2. Eligibility

You must be at least 18 years old to use CREATIVE // ENGINE.

By using the Service, you represent that:

You are at least 18 years old.

You have legal authority to enter into these Terms.

If using the Service for a business, studio, company, or client, you have authority to bind that entity.

Your use of the Service will comply with all applicable laws, regulations, professional standards, and client consent requirements.

We do not knowingly provide the Service to children under 13.

3. Account Registration

To use certain features, you may need to create an account.

You agree to:

Provide accurate and current account information.

Keep your login credentials secure.

Not share, sell, sublicense, or transfer your account.

Notify us immediately if you suspect unauthorized access.

Be responsible for all activity under your account.

We may suspend or terminate accounts that contain false information, abusive activity, payment issues, suspected fraud, policy violations, or security risks.

4. Early Access and Beta Features

Some parts of CREATIVE // ENGINE may be offered as early access, beta, preview, test, experimental, or limited-release features.

You understand and agree that beta features:

- May contain bugs, errors, incomplete functionality, or unexpected results.

- May change, break, pause, reset, or be removed without notice.

- May produce inconsistent outputs.

- May not be suitable for commercial reliance without your own review.

- May have limited support, usage caps, or performance restrictions.

We are not liable for losses caused by beta limitations, downtime, bugs, output issues, account resets, feature changes, or early access instability.

5. Subscriptions, Credits, and Payments

CREATIVE // ENGINE may offer paid plans, subscriptions, credits, usage limits, add-ons, upgrades, trials, or promotional access.

By purchasing a plan, you authorize us and our payment processors to charge your payment method for applicable fees, taxes, renewals, upgrades, and usage-based charges.

Unless otherwise stated:

- Subscription fees are billed in advance.

- Subscriptions automatically renew until canceled.

- Credits, generations, or usage allowances may expire at the end of the billing cycle.

- Unused credits may not roll over unless expressly stated.

- Downgrades may reduce available features, credits, storage, access, or output rights.

- We may change pricing or plan features with notice where required by law.

You are responsible for all taxes, fees, and charges associated with your purchase.

6. Cancellations and Refunds

You may cancel your subscription according to the cancellation process provided in your account dashboard or through our support channel.

Unless otherwise required by law or expressly stated in writing:

- Fees are non-refundable.

- Partial billing periods are not refunded.

- Used credits are not refunded.

- Generated outputs are not refundable.

- Failure to use the Service does not entitle you to a refund.

- Cancellation stops future renewal charges but does not automatically refund past charges.

We may offer refunds, credits, or adjustments at our sole discretion. Offering one refund does not require us to offer future refunds.

7. Chargebacks

If you dispute a charge directly with your payment provider without first contacting us, we may suspend or terminate your account while the dispute is investigated.

You are responsible for chargeback fees, collection costs, and unpaid amounts where permitted by law.

Fraudulent chargebacks may result in permanent account termination.

8. User Inputs

“User Inputs” means anything you upload, submit, type, enter, provide, or transmit through the Service, including:

Prompts.
Tattoo ideas.
Client concepts.
Reference images.
Sketches.
Photographs.
Artwork.
Style references.
Text.
Business information.
Client-provided materials.
Uploaded files.
Feedback.
Instructions.

You retain ownership of your User Inputs, subject to the license you grant us below.

You are solely responsible for your User Inputs.

9. License You Grant Us

By submitting User Inputs, you grant CREATIVE // ENGINE a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to host, store, copy, process, transmit, display, modify, analyze, and use your User Inputs as necessary to:

Provide the Service.
Generate outputs.
Operate your account.
Process payments.
Provide customer support.
Maintain security.
Detect abuse.

Improve reliability.
Troubleshoot errors.
Comply with legal obligations.
Enforce these Terms.

We will not knowingly use your private client materials in public marketing without your permission.

10. AI Outputs

“Outputs” means images, designs, concepts, text, visual directions, prompts, files, previews, variations, or other materials generated by or through the Service.

Subject to your compliance with these Terms and payment of applicable fees, CREATIVE // ENGINE grants you a license to use Outputs for lawful personal, professional, portfolio, client-consultation, and commercial tattoo design purposes.

However, you understand and agree:

Outputs may not be unique.
Similar or identical outputs may be generated for other users.
Outputs may unintentionally resemble existing works, styles, characters, brands, images, tattoos, copyrighted works, or public figures.
We do not guarantee that any Output is copyrightable.
We do not guarantee that you own exclusive rights in any Output.
We do not guarantee that Outputs are free from third-party rights.
You are responsible for reviewing Outputs before using them commercially.
You are responsible for obtaining any necessary client approvals, licenses, releases, permissions, or clearances.

CREATIVE // ENGINE does not provide copyright clearance.

11. No Guarantee of Originality or Non-Infringement

AI systems can generate outputs that resemble existing designs, trademarks, copyrighted works, tattoo flash, characters, celebrity likenesses, brand elements, or protected material.

You agree that CREATIVE // ENGINE is not responsible for determining whether an Output infringes, violates, dilutes, misappropriates, or conflicts with any third-party rights.

Before tattooing, selling, publishing, promoting, printing, or commercially using any Output, you must perform your own review and obtain legal advice if needed.

12. Client Materials and Consent

If you upload, submit, or process materials involving another person, including a client, model, artist, photographer, or third-party creator, you represent and warrant that:

- You have permission to use the material.

- You have permission to upload it to the Service.

- You have permission to use it for AI-assisted design generation.

- You have any required model releases, client consents, copyright licenses, or usage permissions.

- The material does not violate privacy, publicity, copyright, trademark, contract, confidentiality, or professional obligations.

You may not upload client photos, personal images, medical images, scars, body parts, minors, private communications, or sensitive materials unless you have lawful permission and consent.

13. Tattoo Execution Risk

CREATIVE // ENGINE creates digital design references and visual concepts. Tattoo execution involves human judgment, skin conditions, placement, aging, healing, needle technique, ink behavior, anatomy, aftercare, client health, and artist skill.

You agree that:

Outputs are not guaranteed to translate perfectly to skin.

Outputs may require simplification, redrawing, stencil preparation, technical adjustment, or professional interpretation.

You are responsible for determining whether a design is tattooable.

You are responsible for stencil preparation, placement, application, sanitation, client consent, and final execution.

You are responsible for complying with tattoo licensing, health department rules, sanitation laws, and professional standards.

CREATIVE // ENGINE is not liable for tattoo outcomes, infections, allergic reactions, client dissatisfaction, healing problems, coverup failures, placement errors, stencil issues, or artistic disputes.

14. Prohibited Uses

You may not use the Service to create, upload, request, generate, store, distribute, or promote content that:

Violates any law or regulation.

Infringes copyright, trademark, trade dress, patent, privacy, publicity, or other rights.

Copies or imitates protected characters, logos, brands, celebrity likenesses, or third-party artwork without permission.

Exploits minors or depicts minors sexually.

Contains non-consensual intimate imagery.

Promotes harassment, hate, violence, terrorism, abuse, or criminal activity.

Attempts to create illegal weapons, dangerous instructions, fraud, malware, or surveillance tools.

Contains extreme gore, sexual exploitation, or abusive content.

Misrepresents AI-generated content as fully human-created where disclosure is legally required.

Attempts to bypass safety systems, moderation systems, usage limits, or account restrictions.

Scrapes, reverse engineers, copies, resells, or competes with the Service.

Uses the Service to train competing AI systems without written permission.

Uploads private, confidential, or sensitive information without authorization.

We may block, remove, refuse, or report content that violates these Terms.

15. Intellectual Property of CREATIVE // ENGINE

The Service, website, software, systems, design engines, workflows, prompts, prompt logic, style systems, concept engines, interface, code, brand assets, logos, trademarks, trade dress, documentation, databases, templates, processes, and proprietary methods belong to CREATIVE // ENGINE or its licensors.

You may not:

Copy our systems.

Reverse engineer our prompt architecture.

Extract or reproduce our engine logic.

Resell access.

Build a competing service using our proprietary workflows.

Use our brand without permission.

Remove copyright, trademark, or proprietary notices.

Claim ownership of CREATIVE // ENGINE systems, engines, or processes.

“CREATIVE // ENGINE,” “Burn The Flash,” and related marks, slogans, graphics, slash marks, logos, and brand elements are protected brand assets of CREATIVE // ENGINE.

16. Feedback

If you provide feedback, suggestions, bug reports, feature requests, ideas, improvements, or comments, you grant us the right to use them without restriction or compensation.

We may incorporate feedback into the Service without owing you payment, credit, ownership, or approval.

17. Publicity and Portfolio Use

We will not intentionally publish private User Inputs or private client materials for marketing without permission.

However, if you publicly post, tag, share, or display Outputs created with the Service, you grant us permission to repost, reference, or display that public content for marketing, case study, social media, or promotional purposes, unless you tell us in writing not to.

18. Third-Party Services

The Service may rely on third-party providers, including:

- Hosting providers.
- Payment processors.
- AI model providers.
- Analytics providers.
- Authentication providers.
- Email providers.
- Customer support tools.
- Security tools.
- Cloud storage providers.

We are not responsible for third-party services, outages, data practices, terms, fees, security incidents, or performance issues outside our reasonable control.

Your use of third-party services may be subject to their own terms and privacy policies.

19. Availability and Service Changes

We may modify, pause, update, limit, suspend, discontinue, or remove any part of the Service at any time.

We do not guarantee:

- Continuous availability.

- Error-free operation.

- Specific output quality.

- Specific generation speed.

- Compatibility with every device, browser, file type, workflow, or use case.

- Permanent storage of User Inputs or Outputs.

- Recovery of deleted or lost data.

You are responsible for downloading and backing up important Outputs.

20. Storage and Deletion

We may set limits on storage, file size, generation history, download access, account data, galleries, or output retention.

We may delete data associated with inactive, terminated, abusive, expired, unpaid, or abandoned accounts where permitted by law.

We are not responsible for lost data, lost Outputs, expired credits, deleted files, or unavailable generations.

21. DMCA and Copyright Complaints

If you believe content on CREATIVE // ENGINE infringes your copyright, you may send a written notice to:

Copyright Agent: [Insert Name]**Email:** [Insert Email]**Address:** [Insert Mailing Address]

Your notice should include:

Your physical or electronic signature.

Identification of the copyrighted work.

Identification of the allegedly infringing material.

Your contact information.

A statement that you have a good-faith belief the use is unauthorized.

A statement under penalty of perjury that the information is accurate and you are authorized to act.

We may remove or disable content and terminate repeat infringers.

22. Account Suspension and Termination

We may suspend or terminate your access if:

You violate these Terms.

You fail to pay.

Your use creates legal risk.

Your use harms the Service or other users.

We suspect fraud, abuse, scraping, automation, account sharing, security threats, or prohibited activity.

We are required to do so by law or third-party provider rules.

Upon termination, your right to use the Service ends immediately.

Sections that by nature should survive termination will survive, including ownership, licenses, disclaimers, limitations of liability, indemnity, dispute resolution, and payment obligations.

23. Disclaimers

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.”

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CREATIVE // ENGINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, AND OUTPUT QUALITY.

WE DO NOT WARRANT THAT:

THE SERVICE WILL MEET YOUR NEEDS.

OUTPUTS WILL BE ORIGINAL.

OUTPUTS WILL BE LEGALLY SAFE.

OUTPUTS WILL BE TATTOOABLE.

OUTPUTS WILL BE ERROR-FREE.

OUTPUTS WILL NOT RESEMBLE THIRD-PARTY WORKS.

THE SERVICE WILL BE UNINTERRUPTED OR SECURE.

DATA WILL NEVER BE LOST.

DEFECTS WILL BE CORRECTED.

YOU USE THE SERVICE AT YOUR OWN RISK.

24. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CREATIVE // ENGINE, ITS OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND PARTNERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST CLIENTS, LOST DATA, LOST GOODWILL, BUSINESS INTERRUPTION, REPUTATIONAL HARM, TATTOO CLAIMS, CLIENT DISPUTES, COPYRIGHT CLAIMS, OR OUTPUT-RELATED LOSSES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF:

THE AMOUNT YOU PAID TO CREATIVE // ENGINE IN THE THREE MONTHS BEFORE THE CLAIM AROSE; OR
\$100.

Some jurisdictions do not allow certain limitations, so some limits may not apply to you.

25. Indemnification

You agree to defend, indemnify, and hold harmless CREATIVE // ENGINE, its owners, officers, employees, contractors, affiliates, licensors, service providers, and partners from any claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising from or related to:

- Your use of the Service.
- Your User Inputs.
- Your Outputs.
- Your tattoo work or client services.
- Your violation of these Terms.
- Your violation of any law.
- Your violation of third-party rights.
- Your use of client materials without permission.
- Your commercial use of Outputs.
- Your professional decisions based on Outputs.
- Your dispute with a client, artist, studio, vendor, or third party.

26. Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY.

To the maximum extent permitted by law, you and CREATIVE // ENGINE agree to resolve disputes through binding individual arbitration rather than in court, except for small claims court matters or claims involving intellectual property misuse, unauthorized access, or injunctive relief.

The arbitration will be conducted by [AAA/JAMS/Other Provider] under its applicable rules.

The arbitration will take place in [County, Florida], unless the parties agree otherwise or remote arbitration is permitted.

You and CREATIVE // ENGINE waive the right to a jury trial.

27. Class Action Waiver

To the maximum extent permitted by law, disputes must be brought only on an individual basis.

You may not bring claims as a plaintiff or class member in any class, collective, consolidated, representative, or private attorney general action.

If this class action waiver is found unenforceable, the arbitration agreement may be unenforceable as to that dispute.

28. Governing Law

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles.

Subject to the arbitration agreement, any permitted court proceeding must be brought in the state or federal courts located in [Insert County], Florida.

29. Changes to These Terms

We may update these Terms from time to time.

If changes are material, we may provide notice by email, account notice, website notice, or other reasonable method.

Your continued use of the Service after updated Terms become effective means you accept the updated Terms.

If you do not agree, stop using the Service.

30. Contact

Questions about these Terms may be sent to:

CREATIVE // ENGINE Legal Contact: admin@creativetattooengine.com **Business**

Address: Headquarters in CRESTVIEW FLORIDA