Terms of Service – Wizzymotion

Last updated: 12/06/2025

These Terms of Service ("**Terms**") govern the use of the platform **Wizzymotion / wizzymotion.ai** ("**Wizzymotion**", "**we**", "**our**"), operated by **WIZZYMOTION TECNOLOGIA LTDA - EPP**, CNPJ nº **37.720.181/0001-30**, with registered office at Av. Ana Costa, nº 59, Conj. 31, Bairro Gonzaga, Santos/SP, CEP 11060-001, Brazil, and you, the end user ("**User**", "**Customer**", "**you**").

By accessing or using the platform, you fully agree to these Terms. If you do not agree, do not use our services.

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1. Services

1.1. Wizzymotion provides **video, image, audio and voice generation** services through artificial intelligence, accessible directly on our platform.
1.2. The User may provide commands ("inputs") and receive generated content ("outputs").
1.3. We do not provide APIs for third-party integrations; access is **exclusively through our website/platform**.

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2. Eligibility

2.1. The User must be at least **18 years old** or the legal age of majority in their country of residence.
2.2. Minors may only use the services with the consent and responsibility of their parents or legal guardians.

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3. Account and Security

3.1. To use the platform, the User must create an account with a valid email.
3.2. The User is **responsible for maintaining the confidentiality of their credentials** and for all actions taken under their account.
3.3. Wizzymotion may suspend or terminate accounts in cases of:

- violation of these Terms,

- fraudulent, illegal or abusive use,
- legal order or regulatory demand.

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4. Plans, Payments and Cancellations

4.1. Part of the services may be offered for free (freemium mode), and another part through **subscriptions or prepaid credits**.
4.2. Subscriptions are **automatically renewed** until the User cancels them.
4.3. **All payments are processed exclusively via Stripe**, and are subject to Stripe's own terms and conditions.
4.4. **Refunds are not guaranteed**, except as provided by Brazilian consumer protection law.
4.5. Wizzymotion may adjust prices and plans at any time, with prior notice.

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5. Intellectual Property

5.1. The User retains ownership of their **submitted inputs** and **generated outputs**, except when they violate the law or third-party rights.
5.2. The User grants Wizzymotion a **limited license** to process, store and display such data, solely for the purpose of providing the services.
5.3. Wizzymotion and its licensors retain all rights to the platform, algorithms, design, interface and other service elements.

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6. Acceptable Use

The platform may not be used to generate, disseminate or promote:

- Illegal, defamatory, misleading or fraudulent content;
- Hate speech, violence, terrorism, harassment or discrimination;
- Child exploitation, non-consensual nudity or illegal pornography;
- Malware, viruses or malicious code;
- Political propaganda, disinformation campaigns or electoral manipulation;

- Weapons or critical military/industrial applications (e.g., nuclear, medical, aeronautical systems).

Violation may result in immediate account suspension, without refund.

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7. Warranties and Disclaimers

7.1. Services are provided **“as is”**, without warranties of:

- uninterrupted availability,
- outputs free from errors or third-party copyright claims,
- fitness for a particular purpose.
  7.2. The User is **solely responsible** for reviewing and using outputs legally.

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8. Limitation of Liability

8.1. Wizzymotion shall **not be liable** for:

- financial losses, loss of profits or indirect damages;
- misuse of services or outputs;
- issues caused by third parties (e.g., payment services, cloud providers).
  8.2. Total liability of Wizzymotion, in any case, is limited to the **lower of BRL 500.00 or the total amount paid by the User in the last 6 months**.

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9. Indemnification

The User agrees to **indemnify and hold Wizzymotion harmless** from any claims, lawsuits or damages arising from:

- misuse of services,
- inputs or outputs violating laws or third-party rights,

- breach of these Terms.

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10. Governing Law and Jurisdiction

10.1. These Terms are governed by **Brazilian law**.
10.2. Any disputes shall be resolved before the **Courts of Santos/SP, Brazil**, with waiver of any other jurisdiction.

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11. Amendments

Wizzymotion may amend these Terms at any time by publishing the updated version on the website. Continued use of the platform constitutes acceptance of the changes.

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12. Contact

WIZZYMOTION TECNOLOGIA LTDA - EPP
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