

# Terms of Service for VidiGusto

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## 1. Scope and Hosting

1. These Terms of Service ("Terms") govern the relationship between the user and the publisher of the "VidiGusto" app ("Provider").

Robert Hein, Oher Weg 67, 21465 Reinbek, Germany - support@vidigusto.com

2. By installing and using the app, the user agrees to these Terms.
3. The app's backend infrastructure is hosted by **Render.com**. The server location has been set to **Frankfurt (Germany)** to ensure compliance with high data security standards.

## 2. Service Description

1. VidiGusto is an entertainment app that generates movie recommendations based on user interactions ("swipes") and artificial intelligence.
2. The app includes features for managing a personal "Library" and a "Party Mode" for group voting.
3. Content displayed (e.g., movie titles, streaming availability) automatically adjusts based on the user's detected region.

## 3. Use of Artificial Intelligence (AI) & Right to Modification

1. The app utilizes advanced AI models (currently including Google Gemini) to analyze movie tastes.
2. **Technology and Cost Adjustment:** To ensure the app's economic viability and to respond to price fluctuations in the AI API market, the Provider explicitly reserves the right to:
  - Switch the underlying AI model or replace it with alternative technology at any time.
  - Adjust the frequency, length, or depth of AI responses.
3. The user has no claim to the continued use of a specific AI model or a specific quality of response, provided that the core functionality of movie recommendation remains intact.

## 4. Virtual Currency ("Credits")

1. The app uses "Credits" (or "Popcorn") as a virtual currency to manage AI usage limits.
2. Credits constitute a limited license to use features within the app. They are not electronic money and cannot be exchanged for real currency or refunded.

## 5. Premium Features, In-App Purchases & RevenueCat

1. **Processing:** Premium features ("Unlimited Popcorn") are purchased via In-App Purchase. The technical processing and management of purchases are handled by the service provider **RevenueCat**.
2. **Merchant of Record:** The purchase contract is formed exclusively between the user and the respective App Store provider (Apple App Store or Google Play Store). Their terms of payment and use apply.
3. **Scope of One-Time Premium Purchase:** Purchasing the "Unlimited Popcorn" package removes the limitations existing at the time of purchase (e.g., unlimited swipes, free group matches).
4. **Exclusion of Future Subscription Features:** The Provider plans to introduce advanced features (e.g., deep AI analysis, chat functions) that incur high recurring operating costs. **These future features are explicitly NOT covered by the current one-time "Unlimited Popcorn" purchase.** The Provider reserves the right to offer these new features exclusively through a separate recurring subscription model.

## 6. Liability & Warranty

1. The Provider assumes no warranty for the accuracy of AI-generated recommendations or third-party data (e.g., streaming availability via TMDB).
2. Liability is limited to cases of intent and gross negligence.

## 7. Final Provisions

1. The laws of the Federal Republic of Germany apply.
2. If any provision of these Terms is found to be invalid, the validity of the remaining provisions shall not be affected.

## 8. Right of Withdrawal

**Premature Expiration of the Right of Withdrawal** In the case of a contract for the supply of digital content that is not supplied on a tangible medium (e.g., a CD or DVD), your right of withdrawal expires prematurely if we have begun the performance of the contract after you have:

1. expressly consented to our beginning the performance of the contract before the end of the withdrawal period, and
2. acknowledged that you thereby lose your right of withdrawal from the contract.