

Terms of Service — Piccolo

Effective date: July 17, 2026

Provider: FABBRICA DIGITALE - FZCO ("Piccolo", "we", "us")

Registered in: Emirate of Dubai, United Arab Emirates

Address: IFZA Properties, DSO-IFZA, Dubai Silicon Oasis, Dubai, United Arab Emirates

These Terms govern your access to and use of the Piccolo mobile app and related services.

1) What Piccolo Is

Piccolo is an AI entertainment app that generates images/videos. Outputs are fictional entertainment content and not factual predictions.

2) Eligibility

You must be **at least 13 years old** to use the App. By using Piccolo, you confirm that you meet this age requirement and that you are legally able to accept these Terms in your jurisdiction.

3) License to Use the App

We grant you a personal, non-exclusive, non-transferable, revocable license to use the App, subject to these Terms.

You must not reverse engineer, abuse, disrupt, or use the App unlawfully.

4) User Content and Generated Content

Your uploads

You retain rights to photos you upload.

Limited license to us

You grant us a **limited, non-exclusive, worldwide license** to host, process, and transform your uploads **only as needed to provide the service** (generation, delivery, safety, and support), for the period required by our retention policy and law.

This license ends when relevant data is deleted under our Privacy Policy, except where retention is legally required.

Your rights to generated outputs

Subject to these Terms and your subscription status, you receive a **worldwide, royalty-free license to view, download, share, post, and otherwise use generated outputs**, including on social media and for personal or commercial purposes, provided your use complies with Section 5 (Acceptable Use) and applicable law.

5) Acceptable Use and Your Responsibility for Uploads

You are solely responsible for the content you upload and the outputs you generate, share, or distribute.

By uploading photos to Piccolo, you represent and warrant that: - You have all necessary rights, permissions, and consents from every person depicted in the photos you upload. - You have obtained consent from the parent or legal guardian for any photo of a minor. - You will not upload photos of any person without their knowledge and consent. - You will not use the App to create or distribute non-consensual, deceptive, defamatory, sexual, abusive, harassing, or otherwise unlawful content, including non-consensual intimate imagery, child sexual abuse material, or content that violates third-party rights. - You will not use outputs to impersonate, deceive, defame, harass, or harm any person.

You agree that **all legal responsibility for what you upload and for how you use generated outputs lies with you**. We are not responsible for content created or distributed by users in breach of these Terms or applicable law.

We may remove content and suspend or terminate accounts that violate this Section.

6) Subscriptions, Billing, Trials, Top-ups

Some features require paid plans.

Plans (regional pricing may vary)

- Weekly subscription
- Annual subscription
- Optional generation top-ups

Final prices and entitlements are those shown in the purchase screen in your region.

Apple App Store

Piccolo is currently distributed via the Apple App Store. All purchases, subscriptions, renewals, and refunds are processed and governed by Apple's App Store rules in addition to these Terms.

Auto-renewal

Subscriptions auto-renew unless canceled at least 24 hours before the end of the current period, per Apple App Store rules. You can manage and cancel subscriptions in your Apple ID settings.

Free trial disclosure

If a trial is offered, purchase screens disclose trial length, post-trial price, and billing cadence before confirmation.

Top-up credits

Top-up credits **do not expire** unless explicitly stated at purchase. If expiry applies to a specific offer, the exact expiry rule is disclosed before payment.

Refunds

Refunds are handled under Apple App Store rules. We do not provide direct refunds and any refund request must be submitted through Apple. We may share minimal purchase/consumption data with Apple for refund processing and fraud prevention.

EU/EEA consumer right of withdrawal

If you are a consumer in the EEA/UK and the law gives you a right to withdraw from a digital-content purchase, that right may be lost once digital content (such as a generation or premium feature) is delivered immediately at your request. By starting to use a paid feature, generation, or top-up immediately after purchase, **you expressly request immediate performance and acknowledge that you may lose your right of withdrawal** for that purchase.

7) Service Changes and Availability

We may update, suspend, or discontinue features for legal, security, technical, or business reasons. We will act reasonably and comply with applicable law.

8) Inactivity and Account Status

We do **not** terminate paid entitlements solely due to inactivity during an active paid period.

For free or inactive accounts, we may limit or close access for security/operational reasons with reasonable notice where practicable.

9) Privacy

Your use is also governed by the Privacy Policy.

10) Disclaimers

The service is provided on an "as is" and "as available" basis to the extent permitted by law. We do not guarantee uninterrupted or error-free operation.

Piccolo outputs are entertainment-only and not medical, genetic, scientific, or factual advice.

We make no representations about the accuracy, likeness, or any predictive value of generated outputs.

11) Limitation of Liability

To the maximum extent permitted by applicable law, FABBRICA DIGITALE - FZCO, its affiliates, parents, subsidiaries, officers, directors, employees, contractors, agents, licensors, and service providers (the "Piccolo Parties") will not be liable to you or to any third party for any indirect, incidental, special, consequential, exemplary, punitive, or enhanced damages, including without limitation any loss of profits, revenue, business, opportunities, savings, data, content, goodwill, reputation, or other intangible losses, arising out of or relating in any way to: (a) your use of, inability to use, or reliance on the App or any outputs; (b) any content you upload, generate, share, or distribute; (c) any acts or omissions of third-party AI model providers or other third-party services used to deliver the App; (d) any unauthorized access to or alteration of your data; (e) any errors, inaccuracies, bugs, viruses, or interruptions; or (f) any other matter relating to the App — even if a Piccolo Party has been advised of the possibility of such damages, and regardless of the legal theory (contract, tort, negligence, strict liability, statute, or otherwise).

To the maximum extent permitted by applicable law, the total aggregate liability of the Piccolo Parties to you for any and all claims arising out of or relating to the App or these Terms is limited to the

greater of (i) the amounts you actually paid to us (or to Apple on our behalf) for the App in the one (1) month immediately preceding the event giving rise to the claim, or (ii) US \$25. This cap is cumulative and not per-claim, and applies whether the claims are brought individually or in the aggregate.

You agree that the limitations and exclusions in this Section are an essential basis of the bargain between you and us, and that they apply even if a remedy is found to have failed of its essential purpose.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above may not apply to you. Nothing in these Terms limits liability that cannot be limited under mandatory local law (for example, liability for fraud, gross negligence, or willful misconduct where such liability cannot be lawfully excluded).

12) No Refunds From Us

Except as expressly stated in these Terms or required by mandatory law, all payments are final and non-refundable by us. All refund matters are handled exclusively by Apple under App Store rules. We are not obligated to provide chargebacks, credits, partial refunds, pro-rated refunds, or any other monetary remedy.

13) Refunds If We Shut Down

If FABBRICA DIGITALE - FZCO permanently ceases operating the Piccolo service as a business, we will use reasonable efforts to refund prepaid amounts for unused, prepaid subscription periods and unused top-up credits that were paid for but not consumed at the date of shutdown, in accordance with applicable platform and payment rules. This is the sole exception to Section 12.

14) Indemnity

You agree to indemnify and hold us harmless from claims arising from (a) your **illegal use** of the service, (b) your **infringing or unlawful upload, generation, or distribution of content**, or (c) your **breach of Section 5 (Acceptable Use)**. This does not make you responsible for model behavior outside your misuse.

15) Governing Law and Disputes

These Terms are governed by the laws of the United Arab Emirates, and specifically the laws and regulations applicable in the Dubai Integrated Economic Zones (DIEZ) Free Zone, Emirate of Dubai, without regard to conflict-of-laws principles.

Informal dispute resolution

Before filing any formal claim, you agree to first contact us at piccolo@lafabbrica.me with a written description of your dispute, and to allow us **30 days** to attempt a good-faith resolution.

Consumer carve-out (EU/UK and similar)

If you are a consumer in the EEA/UK (or similar mandatory-rights jurisdictions), you keep your rights to bring claims in your local courts and rely on mandatory consumer protections. Any arbitration or class-action limitations apply only where legally enforceable.

16) Termination

You may stop using the App at any time. We may suspend or terminate access for material breach, abuse, legal obligations, or security risk. On termination, sections that should survive (payments due, IP, disclaimers, liability limits, dispute terms, indemnity) remain effective.

17) Apple App Store — Required Terms

These provisions are required by Apple for applications distributed through the Apple App Store. They allocate responsibility **between FABBRICA DIGITALE - FZCO and Apple Inc. ("Apple")** — they do not transfer to us any responsibility that you bear under these Terms. In particular, nothing in this Section limits or overrides **Section 5** (your sole responsibility for content you upload, generate, share, or distribute), **Section 11** (Limitation of Liability), or **Section 14** (Indemnity); as between you and us, those Sections continue to govern in full.

Our product. Piccolo is developed, operated, and owned by FABBRICA DIGITALE - FZCO. These Terms are entered into between you and us; Apple is not a party to them.

Maintenance and support. We provide any maintenance and support for Piccolo as described in these Terms or required by law. Apple has no obligation to provide maintenance or support for Piccolo.

Warranty. As a condition of App Store distribution, if Piccolo fails to conform to an applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) paid for Piccolo; beyond that refund, Apple has no warranty obligation. As between us and Apple, any remaining warranty responsibility is ours rather than Apple's — but only to the extent we are liable to you at all, which remains governed and capped by Sections 10 and 11.

Claims relating to Piccolo (as between us and Apple). As between FABBRICA DIGITALE - FZCO and Apple, we (not Apple) are the party responsible for addressing any claim by you or a third party relating to Piccolo, including product liability, regulatory non-compliance, and consumer-protection or privacy claims. This does not expand our liability to you: your responsibility under Section 5, your indemnity under Section 14, and the limitations in Section 11 continue to apply in full.

Intellectual property (as between us and Apple). If a third party claims that Piccolo or your use of it infringes their intellectual-property rights, then as between us and Apple, we (not Apple) are responsible for the investigation, defense, settlement, and discharge of that claim. Where the claim arises out of content you uploaded, generated, or distributed, your obligations under Sections 5 and 14 continue to apply.

Your compliance representations. You represent that (i) you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Where to reach us. Any question, complaint, or claim regarding Piccolo should be directed to us: FABBRICA DIGITALE - FZCO, IFZA Properties, DSO-IFZA, Dubai Silicon Oasis, Dubai, United Arab Emirates — piccolo@lafabbrica.me.

Third-party terms. When using Piccolo you must also comply with any applicable third-party terms (for example, your mobile carrier's data agreement).

Apple as enforcing party. Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you. This is a condition of App Store distribution.

18) Contact

- **Email:** piccolo@lafabbrica.me
- **Website:** <https://lafabbrica.me>
- **Registered address:** IFZA Properties, DSO-IFZA, Dubai Silicon Oasis, Dubai, United Arab Emirates