

MEMBER AGREEMENT

NOTE: This Member Agreement was drafted in English. If this Member Agreement is offered in any language other than English it shall be for information purposes only and, in case of conflict between the English-language version and any translation thereof, the English-language version will prevail.

This Member Agreement (the “Agreement”) is entered into by and between you (the “Member” or “You”) and the company which operates <https://www.genhentai.com/> and all affiliate websites (“GenHentai,” the “Company,” “We,” “Us,” or “Our”).

Our affiliate websites include, but are not limited to:
<https://www.genhentai.com/>

By registering as a Member, You agree to be legally bound by the terms of this Agreement and the Terms and Conditions, which are incorporated herein by reference. Any capitalized terms not defined herein shall have the meanings assigned to them in the Terms and Conditions.

1. INTRODUCTION

This Agreement governs Your access to and use of the GenHentai website, services, and AI-powered content generation tools. By becoming a Member, You acknowledge that You have read, understood, and accepted the terms of this Agreement and the Terms and Conditions. Use of the Service is expressly conditioned on Your compliance with this Agreement.

2. CONTENT GENERATION

The Service employs advanced artificial intelligence (“AI”) algorithms to create images, characters, and other outputs (“AI Content”). All AI Content is automatically generated and does not depict real individuals. The Company expressly disclaims any intent or ability to create content based on actual persons.

You acknowledge that AI Content may vary in quality, accuracy, and style and may not meet Your expectations. Use of the Service is entirely at Your own risk. The Company implements filtering mechanisms to prevent the creation of illegal or inappropriate content, including content involving minors, but these mechanisms may not be entirely effective. You accept full responsibility for the content You generate and agree to immediately report any violations of applicable laws or this Agreement.

Members are strictly prohibited from using the Service to generate content that violates any applicable laws or regulations, including but not limited to laws relating to child pornography, obscenity, privacy, intellectual property, or discrimination. You expressly agree not to input prompts or data that could lead to the creation of illegal or objectionable content.

3. MEMBER CONDUCT

As a Member, You agree to use the Service in a lawful and responsible manner. Any misuse of the Service, including but not limited to the following activities, is strictly prohibited:

Generating or attempting to generate content that depicts minors in any sexual context, including “lolicon,” “shota,” or similar themes.

- Creating content involving bestiality, necrophilia, or other obscene or illegal depictions.
- Using the Service to harass, threaten, or exploit individuals.
- Inputting deceptive, fraudulent, or defamatory material.
- Violating intellectual property or privacy rights of third parties.
- Disseminating false information or data intended to harm others.
- Engaging in activities that violate any local, national, or international laws.
- Generating any other depictions which we determine contravenes this Member Agreement or our Terms of Service.

Members must report any suspicious, inappropriate, or illegal behaviour encountered on the platform. The Company reserves the right to investigate and take appropriate action, including but not limited to termination of Your account and referral to law enforcement.

A non-exhaustive list of Prohibited Content can be found at:

<https://www.genhentai.com/terms>

4. CONTENT POLICY

The Service is for personal and non-commercial use only. Members may not use AI Content for any commercial purpose without prior written consent from the Company. Unauthorized modification, reproduction, distribution, or public display of AI Content is prohibited.

Members must disclose the AI-generated nature of any content shared on public platforms. Misrepresentation of AI Content as human-generated or real is a violation of this Agreement. The Company reserves the right to revoke access to the Service or take legal action in response to such misrepresentation.

The Company retains full control and discretion over the AI Content and reserves the right to remove, modify, or delete any content at any time without prior notice. You acknowledge that the Company may monitor inputs and outputs generated on the platform to ensure compliance with this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

All AI Content generated through the Service is the exclusive property of GenHentai. By using the Service, You assign to GenHentai all rights, title, and interest in and to the AI Content, including but not limited to copyrights, in perpetuity. The Company may use, modify, adapt, distribute, or exploit AI Content for any purpose, in any medium, worldwide. GenHentai grants Members a limited, revocable, non-exclusive, non-transferable license to use AI Content for personal purposes, subject to the terms of this Agreement. This license does not confer any ownership rights or allow commercial exploitation of AI Content.

6. DISCLAIMERS AND LIABILITY LIMITATIONS

The Company makes no guarantees regarding the quality, accuracy, or appropriateness of AI Content. The Service is provided “as is” and “as available” without warranties of any kind, whether expressed or implied. The Company disclaims all liability for any damages or harm arising from the use or misuse of the Service or AI Content.

You acknowledge that AI Content may be misused by third parties, including for unlawful

purposes, and agree that the Company bears no responsibility for such misuse. You assume all risks associated with the generation, use, and dissemination of AI Content.

7. REPRESENTATIONS AND WARRANTIES

By using the Service, You represent and warrant that:

1. You have the legal authority to enter into this Agreement.
2. All Input provided by You complies with this Agreement and applicable laws.
3. You hold all necessary rights and permissions for any Input.
4. Your Input does not contain or promote illegal, obscene, or defamatory material.
5. Your use of the Service will not infringe the rights of any third party.

You acknowledge that any violation of these representations and warranties may result in termination of Your account and potential legal action.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, employees, affiliates, and contractors from and against any claims, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of Your use of the Service, breach of this Agreement, or violation of any applicable laws or third-party rights.

9. TERMINATION

The Company reserves the right to terminate or suspend Your account, access to the Service, or license to use AI Content at its sole discretion and without prior notice. Grounds for termination include but are not limited to violations of this Agreement, misuse of the Service, or engagement in illegal activities.

Members may terminate their membership by providing written notice to contact@genhentai.com. Termination does not release Members from obligations or liabilities incurred prior to termination.

10. AMENDMENTS

The Company reserves the right to modify this Agreement at any time. Members will be notified of significant changes, and continued use of the Service constitutes acceptance of the revised terms. If You do not agree to the amendments, You must cease using the Service and terminate Your account.

11. DISPUTE RESOLUTION

All disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the laws of Perth, Australia. The venue for arbitration shall be Perth, Australia. By agreeing to this clause, You waive the right to initiate or participate in class action lawsuits against the Company.

12. COMPLIANCE WITH AI AND PORNOGRAPHY REGULATIONS

You acknowledge and agree to comply with all applicable laws and regulations related to AI-generated content and pornography. This includes but is not limited to laws addressing obscenity, child exploitation, and intellectual property.

The Company reserves the right to implement additional measures to ensure compliance

with evolving legal standards, including but not limited to content filtering and reporting requirements.

This Agreement constitutes the entire understanding between You and GenHentai regarding Your use of the Service and supersedes any prior agreements or understandings excepting Our Terms of Service. By registering as a Member, You acknowledge that You have read, understood, and agreed to the terms of this Agreement.