

Dubroll — Terms of Use

Last updated: 12 September 2026

Effective from: 12 September 2026

These Terms of Use are a contract between you and Torvyx Labs Ltd. („Торвикс Лабс“ ЕООД) — the company that makes Dubroll. They are written to be read, and together with the Privacy Policy they are the whole contract for Dubroll. If anything in them is not clear to you, write to contact@dubroll.app and we will explain it to you in plain words.

The short version

This summary is not the whole contract — the contract is sections 1–20 and Annex 1 and Annex 2, including the "practical notes" in the two annexes at the end of the document, which are an undertaking of ours. The summary is not advertising, however, and we are not entitled to disown it: where a reader could reasonably understand from it something that the detailed text does not give, the reading in your favour applies. Article 147(2) of the Consumer Protection Act requires doubt to be interpreted in your favour; we extend that rule to the summary of our own will and prefer to write it down here.

- Dubroll makes a comedy clip out of your video. A machine — the Google Gemini model — looks at the frame, hears the sound and writes the commentary; a synthetic voice performs it; your phone assembles the clip. Every word and every voice in the commentary is generated by artificial intelligence (AI), and every clip carries the AI marking.
- Comedy from a machine can be inaccurate about what is in the frame, unfunny or offensive. You decide whether to publish the clip — and it is you who publishes it, not us. The licence allows you to publish it wherever you want, including on monetised profiles and channels, provided the AI marking is kept.
- Film only people who agree to it. The clip carries their image and their voice, and the responsibility for publishing it is yours. Children — never at their expense.
- You must be 18 or older. We ask once and you confirm; that is a statement of yours — we have no accounts and cannot verify it. We do not ask for a date of birth.
- Free use: a set number of short clips a day — "Short" mode, of a fixed length — plus one cinematic welcome clip ("Cinema" mode, from the shortest possible clip length to the cap of "Cinema" mode), which is separate from the daily short clips and does not spend them; the clips carry our brand watermark. The numbers are on the "Your plan" screen in the app.
- PRO: a set number of cinematic clips a day and a set number of short clips a day — each with its own counter — under a fair-use cap of a set number of successful clips a day; no brand watermark, the "AI voice" notice stays. Clips by the piece: cinematic productions without a subscription, in several kinds by number — each is one clip in "Cinema" mode, of a length of your choice from the shortest possible to the cap of "Cinema" mode, without the brand watermark; purchased clips do not expire. The numbers are on the "Your plan" screen and in the contract document the app saves to "Downloads" at purchase.
- Google Play takes the payment and issues the receipt; we remain the supplier of Dubroll. The price on the Google Play screen is the price. An active paid period is never raised; the price for renewal or for new subscribers may change — we say so in advance and you can terminate before it takes effect.

- You have a 14-day right of withdrawal from the contract. Before a purchase you yourself tick the two statements — that you want PRO to start right now and that on withdrawal you owe the part for the days already elapsed; once a paid period has run in full, the right of withdrawal for that period falls away. For clips by the piece, unused clips are refunded in full.
 - The video and the sound go to Google so that the commentary can be written and voiced; the finished clip is made on your phone and stays in the "My clips" library. What else leaves the phone, and where it goes — in the Privacy Policy.
 - The text of the commentary and the synthetic voice pass through a server of ours in the European Union, which aligns the captions and keeps nothing; your video does not go there.
 - Do not use Dubroll to humiliate specific people without their agreement. That can end your right to use it — and we give you back the paid time you have not used.
 - Bulgarian law applies, and your consumer rights remain untouched — including the right to sue us where you live.
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1. Who we are and what these Terms cover

1.1. Who we are

Dubroll is published by Torvyx Labs Ltd. („Торвикс Лабс“ ЕООД) — a company registered in the Republic of Bulgaria. Registered seat and address of management: 46 Tsar Asen I Street, Burgas 8000, Bulgaria. Company number (ЕИК/UIC): 208895745. VAT number: BG208895745. Telephone: +359 877 001 885. Email: contact@dubroll.app. In these Terms "we", "us" and "our" mean Torvyx Labs Ltd., and "you" means the person who uses the app.

1.2. What these Terms cover

These Terms cover the Dubroll app for Android in all its versions, together with everything we make available in it. All of that we call "Dubroll" or "the app". Its technical name (package identifier) on Google Play is `com.torvynlabs.memefactory` — an old name we are not changing, because the store does not allow it.

1.3. Where Dubroll is offered

Dubroll is distributed only through Google Play and only in the countries where Google Play acts as the merchant of record (the recipient of the payment) for our products. If we ever release it elsewhere, these Terms will apply there too, unless we say otherwise in that place.

1.4. The three documents

Three documents sit on the "About & Legal" screen: these Terms of Use (the contract), the Privacy Policy (what happens to the data) and "Open source licenses" (your rights under the licences of the libraries the app uses). The Terms and the Privacy Policy are one contract, divided by subject matter: on a question about personal data — what is collected, who receives it, on what basis, how long it is kept and what rights you have — the Privacy Policy prevails; on a contractual question — subscription, price, payment, refunds, withdrawal from the contract, liability, suspension and termination — the Terms prevail. Neither of the two documents may be interpreted so as to give you less than the other on the same question, nor so as to reduce a right you have under a mandatory provision — a rule that a

contract cannot set aside — of Bulgarian law or of the law of the European Union. Where one is silent and the other speaks, the one that speaks applies.

The in-app notice you see on first launch is a short form of what the two documents say about your data. If the notice and the Privacy Policy diverge, the stricter of the two applies, and neither of them can give you less than what this section preserves.

1.5. The addresses of the documents

Every version of the Terms and of the Privacy Policy has a permanent address carrying its date on the dubroll.app site, in Bulgarian and in English, and the previous versions stay available at their own addresses. The app opens the document in your language: in Bulgarian — <https://dubroll.app/legal/terms/bg/> and <https://dubroll.app/legal/privacy/bg/>; in English — the same addresses with /en/ instead of /bg/. The short addresses <https://dubroll.app/terms> and <https://dubroll.app/privacy> lead to the same documents.

2. Acceptance of the Terms

2.1. The notice on first launch

Before your first clip the app shows a notice that cannot be skipped. Today it is the "Before your first clip" screen: it tells you that the video you record or pick from the gallery — including the sound — goes to Google Gemini so that the commentary can be written and voiced, and that you film only people who agree to it. On the same screen, by pressing the button, you also confirm that you are 18 or older; we do not ask for and do not keep a date of birth. Until you accept, you cannot record a video and nothing of yours goes to Google Gemini. Before acceptance the app sends nothing: no request carrying material of yours, no check of purchases on Google Play, no attestation of this copy of the app, and not the queue of reports. All three wait for the press of the button.

You accept the Terms and the Privacy Policy by pressing the acceptance button of that notice. The acceptance is an electronic statement of yours and a simple electronic signature; we agree that it has the force of a handwritten signature under Article 13(4) of the Electronic Document and Electronic Certification Services Act; general terms bind a consumer only if they have been provided to them and they have agreed to them — which is why the app provides them to you and asks you, before it does anything at all.

On the same notice there are two checkboxes — one for usage statistics and one for error reports. Both are empty by default; acceptance of the Terms does not depend on them and you can leave them empty. What each of them covers — in the "Usage statistics and error reports — only with your consent" section of the Privacy Policy.

2.2. The version you accepted

The version of the Terms is the "Effective from" date at the top of this document, not a fingerprint of the text and not a manual number: it changes on a substantial change and stays the same on an editorial correction (section "Changes to the Terms"). The app records on your device which version you accepted, when and in which language, and compares the recorded date with the current one at every launch; a new "Effective from" date requires a fresh acceptance.

On a purchase of PRO or of clips by the piece, the date of the accepted version also goes into the record of the two statements, which is kept with us together with the purchase — so that in a dispute it can be proved which version was in front of you, even if the phone has been wiped.

2.3. The language of the acceptance

The Terms and the Privacy Policy exist in Bulgarian and in English; in no other language do the documents themselves exist, and we promise no other one. The Dubroll interface may also be in another language — today Spanish — and then the screens, including the notice before your first clip, speak to you in it; what you accept, however, and what you receive as a file in the "Downloads" folder, is the Bulgarian or the English document: the Bulgarian one with a Bulgarian interface, the English one with any other interface. We never show you a legal text in machine translation. Which of the two languages prevails, and when, is said in section "Miscellaneous", clause "Language". If you could reasonably not have understood the notice or the documents in the language in which they were shown to you, we will not claim against you that you accepted them.

2.4. Three contracts and when each of them begins

Three contracts can exist between you and us. The first one is for the free use of Dubroll and is concluded by the acceptance under clause 2.1. The second one is the PRO subscription — a distance contract for a digital service, concluded at the moment Google Play confirms your purchase; from that day, and not from the day of the first acceptance, the 14-day withdrawal period runs under section "Subscriptions, clips by the piece, billing, withdrawal and termination". The third one is the purchase of clips by the piece — also a distance contract, concluded at the moment Google Play confirms the purchase. Everything the law requires to be told to you before each of the three contracts is in these two documents, in the notice and — for the price, the period and the conditions for termination — on the "Your plan" screen and on the Google Play screen immediately before you confirm the purchase.

Free use is a contract, not a gift with strings you have not seen. We apply to it the rules on conformity of the digital service and the remedies for lack of conformity in the same way as we apply them to the paid contracts — as an undertaking of ours, regardless of whether the law obliges us for the free part.

2.5. How we deliver the documents to you

The text of the notice you accepted stays available for re-reading on the "About & Legal" screen.

From there the rows "Terms of Use" and "Privacy Policy" open the two documents at their permanent addresses on dubroll.app.

When you accept, the app saves the Terms and the Privacy Policy you accepted — the Bulgarian ones with a Bulgarian interface, the English ones with any other interface — as PDF files in the "Downloads" folder of your phone — with no further action on your part. The name of each file carries the date of the version, and the file is byte for byte the same as the one the app shows you at acceptance. The folder is yours: the app writes the files once and never opens, changes or deletes them again — a rule in the code, which we test. Such a file is a "durable medium" under the law: it stays with you unchanged and you can open it whenever you want. This is how you receive the information the law requires on a durable medium already at acceptance — before any purchase, unless the saving failed at that moment (see below); a website that is accessible only through a link is not a durable medium and we do not rely on one.

If the saving fails — most often because the phone is full — the app tells you so at once, on the same screen, and never makes you accept a second time; the production of clips does not stop because of it. Today the attempt is a SINGLE one, at acceptance: no second attempt is made and the documents remain available for re-reading on the "About and legal information" screen. Trying again at every launch until the saving succeeds enters the code with a fix before this text is published.

2.6. What we keep from the acceptance

The record of the acceptance sits on your device and travels with the backup of your settings in your Google account, if that backup is switched on — we say so because the acceptance survives a reinstall when Android restores the backup. The record carries which version you accepted, when (in universal time) and in which language you read; it is append-only — a second acceptance does not erase the first. The burden of proving that you accepted the Terms and that you received them is ours, and we carry it with that record; we do not rely on an acceptance that cannot be established from it.

On a purchase the same date goes into the record of the two statements held by us (clause 2.2); for purchases the evidence is there and does not depend on your phone.

3. Who may use Dubroll

3.1. Only persons aged 18 and over

You must be 18 or older in order to use Dubroll and to accept the Terms. If you are under 18, you have no right to use the app.

3.2. Why 18+

There are three reasons. First, the artificial-intelligence provider we depend on requires that its services are not used in an application directed towards, or likely to be accessed by, persons under the age of 18 — the clauses "Google Cloud Service Specific Terms → Generative AI Services → Age Restrictions" and "Gemini API Additional Terms → Age Requirements"; we are bound by them and that affects you as well. Second, the subscription is a contract: a person aged between fourteen and eighteen concludes such a contract only with the agreement of a parent or a guardian, and a subscription with automatic renewal is not a small transaction for current needs that such a person may conclude on their own. Third, comedy commentary about real people, and the responsibility for the people in the frame, are matters for adults.

3.3. How we ask

We ask once, on first launch, on the screen before your first clip: by pressing the button you confirm that you are 18 or older. **We do not ask for and do not keep a date of birth.** The answer is a statement of yours, not a check of ours: Dubroll has no accounts and cannot establish who is standing in front of the screen. **The app does not lock devices** — if you are not 18, simply do not continue; there is no "blocked" record and no device left dead because of a pressed button. We keep the confirmation, the threshold against which it was given, and the time — only as much as lets us show that we asked. What we keep from your answer — in the section "Age — Dubroll is 18+" of the Privacy Policy.

3.4. If we learn of a person under 18

If we learn that Dubroll is being used by a person under the age of 18, we stop providing the service to them as far as it is in our power. The limit is this: without accounts we cannot point out an individual subscriber to Google and we cannot terminate a subscription on another person's behalf; we can say how it is terminated on Google Play and support a request for a refund before Google.

3.5. The people in the frame are not settled in one sentence

What you owe to the people you film is not exhausted by one sentence here. The rules are in section "Dubroll is comedy, not fact. People in the frame" and in section "Your responsibility" of the Terms, and in the "People in the frame" section of the Privacy Policy.

4. What Dubroll does

4.1. The flow

You record with the red button — video with sound — or you pick a part of a video in the phone's gallery with the "Gallery" button. The recording, or the selected part, including the sound, goes to the Google Gemini model through Google Cloud's Firebase AI Logic (Agent Platform) service, together with our instructions to the model. For one clip the video may be sent in up to three separate requests: once for the commentary; a second time, for a clip over 20 seconds, as a check of when the people and the objects appear; a third time, if all the proposed commentaries breach our rules and the model has to correct the text. On a network error one and the same request is repeated up to three times, and "Try again" runs the whole process again with the same recording. The model returns the commentary in the style of the chosen commentator and in the language of the clip; the text goes to Google's synthetic voice (Gemini TTS — Google's speech synthesis service); if the voice refuses, the commentary is read by the backup voice — your phone's own speech engine. The phone assembles the clip: the video, the commentary, the voice, the captions and the AI marking. The finished clip is saved in the "My clips" library, and from there you can save it to the gallery or share it.

For the captions the app sends the synthetic voice and the text of the commentary — not the video — to our alignment server in the European Union, which returns the timings of every word and keeps nothing. In detail — in the "Our alignment server" section of the Privacy Policy.

4.2. Free use

Without PRO you have a set number of short clips a day — the daily quota; the number is on the "Your plan" screen in the app. Before the recording and before the pick from the gallery you choose a mode: "Short" or "Cinema". The app proposes a default mode according to what is available — "Cinema" while the cinematic welcome clip is unused, otherwise "Short" — and you change it before recording; if the chosen mode has nothing to pay with, the app switches to the other one and shows it before you press. In "Short" mode the recording and the part taken from the gallery are of a fixed length — the cap and the floor are the same number, so no shorter clip is made; each such clip spends one of the daily quota. "Cinema" mode gives a clip from the shortest possible length to the cap of "Cinema" mode and, without PRO, is available only with the cinematic welcome clip or with a purchased clip by the piece; a cinematic clip is never paid from the daily quota. The cinematic welcome clip is one cinematic clip, given once, separate from the daily quota, and it has no expiry. A clip paid with the daily quota or with the cinematic welcome clip carries our brand watermark. The daily quota resets at midnight, device time.

The cinematic welcome clip is remembered in the app's settings on this device: it survives a reinstall only if Android restores the backup of the settings.

Nothing is spent silently. A production is counted when the finished clip has been delivered — not before. A blocked attempt, a refused request, an interrupted assembly of the clip or a lost connection spend nothing. A clip voiced by the backup voice spends no production and no cinematic clip — the app tells you so on the screen. It is, however, a successful clip and counts towards the fair-use cap under clause 10.1.

4.3. PRO

With PRO you have a set number of cinematic clips a day — "Cinema" mode, from the shortest possible length to the cap of "Cinema" mode each — and a set number of short clips a day in "Short" mode — with its own counter, separate from the cinematic clips; above both stands the fair-use cap: a set number of successful clips a day in total. The numbers are on the "Your plan" screen and in the contract document the app saves to "Downloads" at purchase. A clip in "Short" mode does not spend any of the day's cinematic clips, and a cinematic clip does not spend any of the short ones. When you have used up the short clips for the day, the next one comes after midnight, device time — as with the cinematic clips. The fair-use cap is not an included amount but an upper limit for the day; the cap without PRO under clause 10.1 is a different number with the same role. Clips with PRO carry no brand watermark; the "AI voice" notice stays. The weekly plan and the monthly plan give the same rights — only the billing period differs.

4.4. Clips by the piece

Clips by the piece are for use without a subscription: you buy cinematic productions in one of several kinds, differing in number — the number is on the tile of each kind on the "Your plan" screen and in the contract document; each production is exactly one clip in "Cinema" mode, of a length of your own choosing from the shortest possible to the cap of "Cinema" mode, without the brand watermark. Purchased clips do not expire; their number is kept in the app's settings on your phone and travels with the backup of the settings. A purchased clip is spent only when you have chosen "Cinema" mode and the cinematic welcome clip has already been used; a clip in "Short" mode never spends a purchased clip. The purchase does not change your daily quota of short clips and does not take it away. A subscriber with PRO does not spend purchased clips — they wait until PRO ends. While the count is kept only on your phone, a lost phone with the backup switched off means a lost balance: write to us at contact@dubroll.app with the order number from your Google Play receipt and we will give you back the unused clips as an amount, under clause 16.4.

The count is also kept with us, against the purchase itself — which is why it is restored even without a backup (section "Subscriptions, clips by the piece, billing, withdrawal and termination").

4.5. The commentators and the captions

The nine commentators are available to everyone, with or without PRO. Each of them is a style of show, not a person. The captions have the modes "Off", "Sentences" and "Word by word"; captions in a language other than the language of the clip, and the premium fonts, are part of PRO. The clip languages the app offers are only those checked by a native speaker — today Bulgarian; the interface is in Bulgarian, English and Spanish.

4.6. The limits by design

The app makes a limited number of clips at a time — the number is on the "Your plan" screen; queued clips that have not been delivered yet are reserved against the daily quota and against the cinematic units — a cinematic clip with PRO, the cinematic welcome clip or a purchased clip. A cinematic clip is a clip made in "Cinema" mode: from the shortest possible length to the cap of "Cinema" mode, both for a recording and for a part taken from the gallery. A short clip is a clip made in "Short" mode: of a fixed length, at which the cap and the floor are the same number. The kind of the clip is determined by the chosen mode, not by its measured length. When you pick from the gallery the original is never changed: the app makes its own copy, and the copy that goes to Google carries none of the original's metadata. On some devices the memory is not enough for a cinematic clip; the app then chooses a lighter capture mode and tells you so.

4.7. The numbers: where they are and how they change

The quantities of the service — how many short clips a day free use gives; how many cinematic clips and how many short clips a day PRO gives; the fair-use cap; the length of the clip in each mode; the number of clips in each kind of purchase of clips by the piece; the number of clips the app makes at a time; the time for which PRO works without a connection; and the rule for the pause after blocked clips — are in the app, on the "Your plan" screen. The quantities of the purchase — what PRO includes and how many clips each kind of purchase of clips by the piece holds — are shown before every purchase, immediately above the purchase button; the other limits are in the part "The limits by design" of the same screen. All of them are the same numbers the app applies: a tool in the code checks that the screen, the number in the app and the contract document match.

On every purchase we record the included quantities, as they were shown to you, in the contract document the app saves to the "Downloads" folder; they are the numbers of your contract for the whole paid period and do not change for it (clause 10.8 — an active paid period is never raised). A change of a number — for future periods or for free use — happens only under clause 11.4: a notice on a durable medium, 30 days to decide, free termination with a refund of what is unused — and never with retroactive effect on clips you have already made. If your phone does not allow saving to the "Downloads" folder (Android below version 10), the same document is available on the contract page in the app with the button "Share the contract document" — you send it yourself wherever you wish, and the included quantities remain on the page itself.

The same quantities also sit on the contract page in the app.

5. Dubroll is comedy, not fact. People in the frame

5.1. This is comedy from a machine

The commentary is satire, written by the Google Gemini model on our instruction and performed by a synthetic voice. It can be inaccurate about what is in the frame, unfunny, tasteless or offensive. The commentator is a style of show, not an opinion of the company, and none of the nine commentators is a real person. The model sees the frame and hears the sound, but it can get wrong what is in the frame, mix languages or pronounce a word incorrectly — our instructions to it are instructions, not guarantees, and section "What we promise and what we do not" says so once again.

5.2. What we have told the model

Here is what our instructions to the model contain, described as instructions and not as promises about the result. People in the frame are welcome, children included — the commentary is about the action, the moment and the situation, never about a body, weight, skin, face, disability, age, ethnicity, gender, sexuality, religion or poverty, and never about a person's clothing or appearance, not even as a compliment; with children in the frame — warm and harmless; in a delicate scene, or with a person who looks hurt, — no joke at all, but one self-ironic line instead. Gender is attributed only where it is beyond doubt from the footage itself, never from an activity, a setting or clothing. The joke is only about what is actually visible — the model must not invent an action, an object or a person that is not there. No real celebrities, politicians or brands; no swearing or vulgarity in any language. Five of the commentators carry a limit of their own as well: the anger of the angry gamer is aimed at the universe and at objects, never an insult to the person in the frame; the fear of the horror narrator comes from the atmosphere and the objects, with no threat to people, and turns cosy-eerie when there is a child in the frame; the village gossip gossips about the scene and the objects, without invented scandals about the real people; the seduction of the femme fatale is aimed at objects, food and moments, never at a person; the contempt of the snob critic is aimed at objects and situations, never at a person's appearance, home or means.

5.3. The filters

Two kinds of filter stand between the frame and the clip. Google applies filters of its own during generation and may reject a request for its own reasons, without asking us. The thresholds of the adjustable filters are set by us and they are the following: when the commentary is written, sexual content is at the strictest threshold Google offers, while harassment, hate and dangerous content are at medium; when the clip is voiced, all four are at medium, because there a blocked text does not stop the clip but only changes the voice. We do not lower these thresholds below what is said here; a change is a new version of the Terms.

If Google blocks the generation, the clip is not made: the app shows "This clip isn't one our comedy AI can roast. Try a different scene.", offers no "Try again", and nothing of your quota is spent. If the voicing is blocked, the commentary comes out with your phone's backup voice and the clip costs you nothing. Several blocked clips within a short period stop new attempts for a short pause; how many blocks, within what period and how long the pause is, is on the "Your plan" screen. Only blocks when the commentary is written are counted, not refusals of the voicing. The app shows "Too many blocked clips in a row — the studio takes an hour's break." We do not advise you how to get a blocked scene "through" the filters: try another scene.

5.4. People in the frame

Film only people who agree to it — the in-app notice says so before your very first clip: "Only film people who are OK with it — no nudity, no violence, no mocking people without their consent, no filming copyrighted screens." The clip carries the image and the voice of everyone in the frame, including the voices behind the camera, because the sound travels with the video. Children — never at their expense: the instruction to the model is one measure, your choice of what to film and what to publish is the other and the more important one. It is you who publishes — Dubroll publishes nothing on your behalf: the "Share" button hands the clip to an app of your choice through the Android system sheet, and from there on the clip, the platform and the audience are yours. In detail — section "Your responsibility" here and the "People in the frame" section of the Privacy Policy.

5.5. The AI marking

Every clip says that the commentary and the voice are artificially generated — with a visible "AI voice" notice in the language of the clip and with metadata in the video file itself. We do it because it is true and because Article 50 of Regulation (EU) 2024/1689 (the Artificial Intelligence Act) requires synthetic audio to be recognisable as such, and artificially generated content that could pass for authentic to be disclosed; for a work that is evidently satirical the disclosure may be brief and must not hamper the work itself — our notice is made to that measure, even where the clip is evidently not a forgery. None of the commentators resembles an existing person and the clip is not presented as an authentic recording of anyone's words.

5.6. Report it

Every clip has a "Report" button. How it works and what the report carries — section "Reporting AI content".

6. The licence for the app and the rights in the clip

6.1. The licence for the app

For as long as you keep to the Terms, we grant you a personal, limited, non-exclusive, non-transferable licence — revocable only under section "Suspension and termination" — to install and use Dubroll on any device you own or control. We do not count your devices. The licence does not cover giving PRO to other people as if it were theirs. This is a licence, not a sale: ownership of the app stays with us. The Google Play terms also apply to acquiring it through Google Play; where Google requires it, Google is a third-party beneficiary of this licence — it may require performance of it without being a party to it.

6.2. The rights in the clip

The video you record or pick is yours and stays yours. The commentary and the synthetic voice are provided to you with the right to use and to publish the finished clip wherever and however you want — on social networks, on personal and on monetised profiles and channels, in advertising for your own business — without asking us and without paying us anything extra. The licence does not cover two things: reselling the service itself — offering Dubroll or its commentaries as a service of your own to other people (section "Acceptable use") — and removing or concealing the AI marking (clause 6.3).

6.3. The condition: the AI marking is part of the clip

The AI marking — the visible "AI voice" notice and the MP4 metadata — is part of every clip, whether you use Dubroll without PRO, with PRO or with a purchased cinematic clip, and it is not for sale. PRO and a purchased cinematic clip remove only the brand watermark. Removing or concealing the "AI voice" notice or the brand watermark on a clip that carries it is a breach of the Terms. The metadata of the file may not survive the re-encoding that social networks perform on upload — that does not depend on us and is not a breach by you; the visible notice is there precisely because metadata is a weak layer. The platforms want you to mark the clip as generated with artificial intelligence using their own label — our notice does not replace that action of yours. The particular disclosure obligation under Article 50(4) of the Artificial Intelligence Act concerns convincing forgeries — content that resembles real people or events closely enough to deceive. Dubroll does not produce such content of itself: the video is yours, the commentary is comedy, the voice is synthetic and carries the AI notice, and the commentators are not

real persons (section "Dubroll is comedy, not fact. People in the frame"). If a particular clip nevertheless resembles a genuine recording, the assessment and the disclosure on publication are yours as the deployer. The Privacy Policy explains this in the "Automated decision-making and artificial intelligence" section. If you publish as part of a professional or commercial activity, you are the deployer at the moment of publication; the notice stays on the clip under this clause in both cases.

6.4. The brand watermark

Clips without PRO and without a purchased cinematic clip carry the brand watermark: the floating www.dubroll.app line and — for a clip longer than 2.5 seconds — the brand card at the end. It is a condition of free use. The brand elements are ours; your licence covers them only inside the clip, in the way the app has placed them. If a clip comes out without the brand mark because the app did not place it, that is not a breach by you and you owe nothing for it.

6.5. Three limits of your rights

Three things we cannot change by a clause. We do not claim copyright in text and voice generated by a machine; "the clip is yours" means that we raise nothing against you, not that you can stop somebody else from using similar words. The outputs are not exclusive: another user with a similar frame may get a similar commentary. And the rights of the people in the frame are not licensed by us — nobody can give them to you except those people themselves.

7. Acceptable use

7.1. Never against a specific person

Dubroll is comedy about real people, not a weapon against them. You must not use Dubroll, or a clip produced with it, in order to harass, humiliate or ridicule a specific person without their agreement; to sexualise a person; to make a child a target in any way whatsoever; to present a clip as a true recording of anyone's words or deeds; for content that is unlawful where you are, or that the rules of the platform on which you publish it prohibit. A breach of this section is a ground for us to end your right to use Dubroll under section "Suspension and termination". The money for paid time you have not used, and the clips on your phone, are not taken away — termination is not a penalty, a monetary sanction for a breach.

7.2. Responsibility for the video

You are responsible for the material you record or pick from the gallery: for the faces and voices in it, for music and for other people's clips, for screens with protected content, for the children in the frame. The prohibition is on the use, not on what is in the frame: do not use Dubroll to ridicule the health, body, sexuality, ethnicity, faith or politics of a specific person. Our instructions to the model run in the same direction, but they are a measure of ours, not an excuse of yours.

7.3. People only, no automation

You must not reach Dubroll with a bot, a script, a macro, a farm of emulators or other automated means; generate requests programmatically; share, rent out, resell or pool your access with other people, or provide Dubroll "as a service"; embed Dubroll in another product; use the commentaries to train, fine-tune or evaluate a competing model or service. Every clip costs us money on every request, while PRO has a fixed price — this clause is the reason the price is possible at all.

The integrity check (Firebase App Check with Google Play Integrity) attests to Google that the request comes from a genuine, unmodified copy of Dubroll on a genuine device; a request whose attestation Google rejects gets no commentary and the app tells you "The studio didn't recognise this copy of the app. Install it from Google Play or try again later." No such check catches everything and we do not claim ours does — but circumventing it is in itself a breach of the Terms.

7.4. Technical limits

You must not copy, modify, translate or create derivative versions of the app; carry out reverse engineering, decompilation or disassembly, or extract our instructions to the model or our source code — save to the extent that this cannot lawfully be prohibited to you, in particular under the rules of the Copyright and Related Rights Act, which bring Directive 2009/24/EC into Bulgarian law, to observe, study and test how the program works and to achieve interoperability of an independently created program (Article 6 of that directive); remove or conceal the "AI voice" notice, the brand watermark or an attribution; circumvent a quota, a cap, the integrity check or another security measure; use Dubroll for content that the Google Play policies prohibit. The open source licences of the libraries in the app give more rights in those libraries themselves — they are in "Open source licenses" and this clause does not take them away.

7.5. The numeric limits of the recording and of the gallery

So that clause 7.4 does not require you to keep to a limit we have not named, here is what they are; the numbers themselves are on the "Your plan" screen in the app. The shortest clip has a fixed length: the app does not make a shorter one, neither from the camera nor from the gallery. The mode is chosen before the recording and before the pick from the gallery. In "Short" mode — the only one without PRO, without the cinematic welcome clip and without a purchased clip — the recording and the part taken from the gallery are exactly that shortest length: the cap and the floor are one and the same number. In "Cinema" mode — with PRO, with the cinematic welcome clip or with a purchased clip — the recording is from the shortest possible length to the cap of "Cinema" mode; so is the part taken from the gallery. A limited number of clips at a time. A recording that has started can be stopped at any time; it is then discarded, no clip is made and nothing is spent. On a device with less memory the app chooses a lighter capture mode and tells you so. These limits change only under section "Availability, changes to the app and to the models" and never at an extra cost to you; a change has no retroactive effect on clips you have already made.

7.6. Not for monitoring and rating people

Do not use Dubroll to monitor, rate, rank or punish people in an employment, official, educational or similar relationship. Nor use it to draw conclusions about the mood, the emotions or the behaviour of a worker, a job applicant, a pupil or a student. The commentary is a machine joke about a scene — not monitoring, not an assessment and not evidence about a person. European Union law prohibits emotion recognition in the workplace and in educational institutions, and places decisions in employment relationships among the high-risk applications; Dubroll is neither offered nor designed for such use. What you owe to the people you film stays the same — section "Dubroll is comedy, not fact. People in the frame" and clause 15.2.

8. Who owns what

8.1. Your video

The video you record or pick is yours. It travels from your phone to Google Gemini so that the commentary can be written and voiced, and nowhere else: no copy of it reaches us. On your phone it sits in the "My clips" library as part of the finished clip.

8.2. The clip

The clip is assembled from your video, the AI commentary, the synthetic voice, the captions, our brand elements (where there are any) and the AI marking. The rights in it are in section "The licence for the app and the rights in the clip".

8.3. What is ours

The Dubroll app, the Dubroll name, the look and the interface, the nine commentators — their names, the lines with which they introduce themselves and the voice samples — our instructions to the model and the brand elements belong to Torvyx Labs Ltd. or to our licensors. The Terms give you no rights in them beyond section "The licence for the app and the rights in the clip".

8.4. Feedback

If you send us an idea or a suggestion, we may use it to improve Dubroll without owing you payment or attribution. We do not ask you to assign us anything — we only need to be free to apply the good ideas.

9. Your data, in one paragraph

The video and the sound go to Google Gemini — in up to three separate requests for one clip — so that the commentary can be written; Google is our processor of personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679, hereinafter "the Regulation") and processes the material on our instructions; its own purposes are the check against abuse and the technical log of the request — both described in the Privacy Policy. The finished clip is made on your phone and sits in the "My clips" library; the library, the temporary files and the settings are on your phone, and the settings are included in the Android backup in your Google account, if that backup is switched on. Whatever you take outside — a copy in the gallery, a shared clip, the hashtags the app copies to the clipboard on every share — leaves the scope of the app and looking after it is up to you. The full picture is in the Privacy Policy, in its "What goes to Google Gemini and why", "Our role and Google's role", "What is kept on your phone", "Android backup and transfer between phones" and "Things you send out".

The text of the commentary and the synthetic voice pass through our alignment server in the European Union, which returns the timings of the words for the captions and keeps nothing — the "Our alignment server" section of the Privacy Policy.

The same holds for the files the app saves in the "Downloads" folder on acceptance or on withdrawal: the folder is yours and the app never changes them again.

The row "Delete my local data" on the "About & Legal" screen deletes the "My clips" library and the local settings of the app. It does not delete the record that you accepted the Terms and the Policy, your answer about age, the statements you made at purchase, the details of the contract itself (when it was

concluded and the order number), today's counters (the daily quota, fair use and the cinematic cap) or the pause after clips blocked by moderation. The first four are the proof we are required to keep — and without which you could neither see nor exercise your right of withdrawal; the counters stay so that this row does not become a way to give yourself a new day. The confirmation dialog lists exactly this before you press. It does not affect the copies in your gallery, nor PRO — that lives in your Google account and is restored with "Restore purchases"; the backup of the settings in your Google account is replaced only at the next automatic backup. It does, however, also delete the record on the phone of the purchased clips by the piece — bear that in mind before you confirm.

The balance of purchased clips is also kept with us, against the purchase itself, and comes back to the phone at the next check of purchases — deleting the local data does not take it away from you.

Usage statistics and error reports are sent to us only if you have switched on the corresponding checkbox — both are empty by default and never carry text from the commentary; the "Usage statistics and error reports — only with your consent" section of the Privacy Policy.

The report from the "Report" button carries the reason, the commentator, the language and a fingerprint of the text (the full list is in section "Reporting AI content") — no text and no video; the "The reports" section of the Privacy Policy.

Everything we keep about you, you can ask to see or to have deleted — straight from the app, without an account; what can and what cannot be deleted, and why — the "Your rights and the honest limits" section of the Privacy Policy.

10. Subscriptions, clips by the piece, billing, withdrawal and termination

This section is your contract for PRO and for the clips by the piece, sold through Google Play. If the "Your plan" screen does not show prices, nothing in it can charge you. It then says "Store unavailable right now — purchases are paused." and offers only "Restore purchases".

10.1. Free use as a contract

Free use gives a set number of short clips a day — "Short" mode, of a fixed length — and, once, the cinematic welcome clip in "Cinema" mode, which is separate from the daily quota and does not spend it; the numbers are on the "Your plan" screen in the app. Nothing is used up silently: a production is counted when the finished clip is delivered, while a blocked attempt, a rejected request, an interrupted assembly of the clip or a lost connection spend nothing; a clip with the backup voice spends no production and no cinematic clip, but it counts towards the fair-use cap below. Even without PRO there is a fair-use cap — a set number of successful clips a day. That number is a cap, not an included amount: the included amounts with PRO under clause 4.3 are different numbers with a different role. The cap counts only the clips you have not paid for: the daily short clips, the cinematic welcome clip and clips with the backup voice, as well as any other delivered clip you have not paid for; a clip bought by the piece does not count towards it, and when the next cinematic clip is paid with a clip bought by the piece, the cap does not stop it. The cap is many times above the most that honest free use gives in a day; it exists against scripts, not against you. The quota for future days may change under section "Availability, changes to the app and to the models"; clips you have already made are not taken away.

10.2. What PRO buys

With PRO you get a set number of cinematic clips a day and a set number of short clips a day — each with its own counter, under a fair-use cap of a set number of successful clips a day — clips without the brand watermark — the "AI voice" notice stays — captions in a language other than the language of the clip, and premium fonts for the captions; the numbers are on the "Your plan" screen and in the contract document the app saves to "Downloads" at purchase. PRO spends neither purchased clips by the piece nor the cinematic welcome clip: if you have any, they wait until PRO ends. The two plans — weekly and monthly — give the same rights; only the billing period differs. When you have used up the cinematic clips for the day, the next one comes after midnight, device time: there is no top-up payment and we do not offer you one, the same applies to the short clips once you have used up their number for the day. PRO is not compulsory: without it you keep the free use under clause 10.1 in full.

Today we offer no trial periods and no introductory discounts; the app deliberately does not apply offers, even if Google Play shows them. If we ever offer such things, they will be announced on the "Your plan" screen itself, together with the price after them, before you confirm. We will not advertise on Google Play an offer that the app does not apply.

The daily amounts with PRO are on your subscription, not on the phone: two phones with the same Google account share the same clips included for the day — the cinematic clips and the short clips, each with its own counter.

10.3. Google Play takes the payment; we are the supplier

Google Play collects the payment, issues the receipt and charges the tax; in the countries where we offer Dubroll (section "Who we are and what these Terms cover"), Google acts as the merchant of record (the recipient of the payment) for our products — as our agent, with us as the principal, the one on whose behalf it acts. The price Google Play shows you before you confirm is the price you pay — tax included. The app carries no prices of its own: the "Your plan" screen shows only prices received from Google Play for your country, and where there are none it shows nothing in their place. There are no separate charges from us. We see neither your card number nor your Google account — the payment is entirely with Google Play. You can also ask for a refund directly from Google Play, under Google's rules: Google decides on its own and does not ask us. A refunded amount means that the service for the refunded period, or for the refunded clips, is no longer owed to you. If the app does not learn of such a refund at once and your access continues, that is not a breach by you and we will not hold you liable for it.

This concerns the payment, not the liability. We are the supplier of Dubroll and we are liable to you for the conformity of the app with what we have described here and on Google Play — under Directive (EU) 2019/770 and under the Act on the Provision of Digital Content and Digital Services and the Sale of Goods, which brings it into Bulgarian law — regardless of who took the money.

10.4. Automatic renewal, termination, change of plan

The subscription is a contract of indefinite duration, paid for in periods — a week or a month. At the end of each paid period Google Play takes the next payment at the price in force for renewal, until you terminate; you are not required to approve each individual payment. You terminate at any time from Google Play > Subscriptions or from the row "Manage or cancel subscription" on the "Your plan" screen, which opens the same place; terminating costs you nothing — no penalty — takes effect at the end of the paid period, and until then you keep full access. Uninstalling the app does not terminate the

subscription. "Renewal" in these Terms means the next payment under the same contract of indefinite duration, not a new contract.

Switching between the weekly and the monthly plan goes through Google Play under its rules, and Google Play shows you what happens to the paid days before you confirm. If on a switch you have paid for days you could not use, write to us: we give them back ourselves, through the refund tools Google Play gives us as the developer, and if that way is not available for your order — we refer the case to Google in your place.

The acknowledgement of the purchase to Google Play is automatic and you see nothing extra; on failure the app says "Purchase didn't go through. Try again." If a renewal payment does not go through, Google Play repeats the attempt and notifies you under its own rules; while the subscription is not active with Google, PRO does not work, and the free use stays with you. We do not charge you separately and we add no interest or late fee. If you install Dubroll again, "Restore purchases" asks Google Play about the active purchases of that Google account. PRO stops on the device only after a proven online check that the subscription is not active, and not on the first connection error; while the check runs only through Google Play on your phone, PRO keeps working without a connection for a limited time from the last confirmation by Google Play — how long, the "Your plan" screen tells the subscriber.

The state of PRO and of the purchased clips comes from Google Play through our server: when the server is reachable, its answer applies immediately — including "not active"; when it is not reachable, the app works on the last known state for a short period. In detail — the "Subscriptions, purchases and the rights" section of the Privacy Policy.

10.5. The two price tiers

The PRO price you see is set automatically by a device identifier, within a test with two price tiers. The allocation is one-off and random — by a fingerprint of the device identifier — and does not depend on your behaviour, your purchases or your country; the fingerprint does not leave the phone, only the letter of the tier travels outside. The rule by which the test ends is written down in advance; which tier is offered in which country is a decision by country, not by person. We tell you this because the law requires the consumer to be informed where the price has been set for them personally on the basis of automated decision-making. The disclosure on the purchase screen itself is a planned fix in the app that enters the code before this text is published. Whatever your tier, an active paid period is never raised (clause 10.8).

10.6. The right of withdrawal within 14 days

You have the right to withdraw from the subscription, without giving a reason, within 14 days from the day on which the contract is concluded — that is how Annex 1 puts it too. The contract is concluded when Google Play confirms the purchase; if those two days should ever diverge, we count from the later one — the burden is ours, not yours. After that period the right falls away; the automatic renewal of the same subscription does not give rise to a new period, because the price and the fact that you would be charged were told to you clearly before you bought — that is how the Court of Justice of the European Union reads the right of withdrawal for an automatically renewed subscription (case C-565/22 Sofatutor). If they were not told to you clearly, your position is a different one and we will not argue with you about it.

The subscription is a digital service supplied over a period, not digital content delivered at once. That is why the exception for digital content does not apply to it; the rule for services applies — the right of

withdrawal for the current paid period falls away when the service for that period has been fully performed (the end of the period) or when the 14-day period expires, whichever comes first.

The two statements are taken by us, in the app, before the purchase — not by Google. On the "Your plan" screen there is a checkbox with a text (version v2-2026-08-30) that says two things: that you expressly request PRO to start right now, within the withdrawal period, and that on withdrawal before the end of the paid period you owe the part of the price corresponding to the days elapsed (for example three out of seven days — three sevenths), and that after a full paid period the right of withdrawal for it falls away. Until the checkbox is ticked, the purchase button is disabled. These are the express request and the acknowledgement the law requires for the service to start within the withdrawal period; the record of them below is our evidence that you made them.

The consequence of withdrawal is exactly this: you owe the part of the price of the period corresponding to the days elapsed up to the day you notify us, and we give the rest back to you. On a weekly plan the 14-day withdrawal period is longer than the 7-day period, so a second payment may fall within it: the first week has been performed in full and is not refunded; from the second one only the days elapsed are withheld. After the withdrawal PRO stops — you do not keep the remainder of the period, because we give you the money for it back. If the statements were not requested from you — for example on a purchase by a route that bypasses that screen — you owe nothing for the time up to the withdrawal, because the law does not entitle us to ask for it.

The burden of proving that you made the two statements is ours and we carry it with evidence, not with a sentence. The record of them — a unique number, the time, the version of the text, the language, the plan, the letter of the price tier and the price shown — is kept on your device in such a way that the app can only add to it and cannot rewrite it; if you delete your local data, the copy on the phone disappears, but a one-off code from the same record goes into the Google Play order itself, so that the order and the statements stay connected.

A copy of the record of the statements is also kept with us, linked to the purchase — the phone can be wiped, the evidence cannot.

To withdraw, tell us. Any clear statement is enough — to contact@dubroll.app or to our address in section "Contact"; if you want a form, there is one in Annex 2, but you are not obliged to use it. Tell us which plan you bought and, if you have it, the order number from your Google Play receipt — it is not a condition, but it lets us find you without an account.

Withdrawal also has a function in the app. On the "Your plan" screen and on the "About & Legal" screen there is a withdrawal function labelled with the words "withdraw from contract here", visible and available throughout the whole withdrawal period — for the subscription and for every purchase of clips by the piece. It opens a statement in which the contract is pre-filled, the name is optional and you choose how to receive the confirmation: a file in the "Downloads" folder of the phone, an email, or sharing to an app of your choice. You submit it with a separate function labelled only with the words "confirm withdrawal". Immediately afterwards you receive, on the durable medium you chose, an acknowledgement with the text of the statement, the date and time of its submission, the order number and the indicative amount to be refunded; the final amount is the one Google Play refunds, because the tax, the currency and the rounding depend on it. You are considered to have withdrawn within the period if you submitted the statement before the end of the period. The right of withdrawal itself and our duty to acknowledge its receipt are under Articles 52 and 54 of the Consumer Protection Act; the function is under Article 11a of Directive 2011/83/EU, inserted by Directive (EU) 2023/2673 and

applicable from 19 June 2026 — we cite the directive because, as at the date of these Terms, Bulgarian law has not yet transposed it.

The refund has one rule and it is here. We give the amount back without undue delay and no later than 14 days from the day you notify us of the withdrawal, to the same means of payment you used, at no cost to you. We do it ourselves, through the refund tools Google Play gives us as the developer; if that way is not available for your order, we refer the case to Google — but the deadline is ours and it is not for you to watch it.

Our server prepares the refund immediately after your statement, and the manager confirms it with a single action; you can see its state on the contract page in the app.

Annex 1 at the end of the Terms sets out the same right in the standard text the law prescribes, with our practical notes to it. That annex to the Terms is there because you are entitled to receive it before you buy, and because without it the withdrawal period would be one year and 14 days, not 14.

10.7. Clips by the piece

The purchase of clips by the piece is a distance contract for a service with prepaid units: each unit is one cinematic production — with it you make one clip in "Cinema" mode, of a length of your own choosing from the shortest possible to the cap of "Cinema" mode — and is performed when the clip has been delivered. A failed production — a blocked request, an interrupted assembly of the clip, a lost connection — spends no unit. Purchased clips do not expire.

You have the right of withdrawal within 14 days from the day on which the contract is concluded — the day Google Play confirms the purchase (clause 10.6) — and it works like this: the unused units are refunded in full — out of ten bought and three used we refund seven tenths of the price; a used unit is a service performed in full and for it the right falls away. The right falls away for the used unit only if, before the purchase, you made the two statements under clause 10.6 — that you want to use the clips right now and that for each clip produced the service is performed. If the statements were not requested from you at the purchase, we withhold nothing and refund the whole amount.

The brand watermark depends on who pays for the clip: a clip paid with a purchased unit comes out without the brand watermark; a clip paid with the daily quota or with the cinematic welcome clip carries it. A purchased unit is spent only in "Cinema" mode and only after the cinematic welcome clip has been used; clips in "Short" mode are paid from the daily quota and do not touch the purchased units. With PRO active the purchased clips are not spent and they wait for you until PRO ends. On termination by us or on Dubroll being discontinued, the unused units are refunded to you (sections "Availability, changes to the app and to the models" and "Suspension and termination").

The balance of purchased clips is kept with us against the purchase itself and is restored on a reinstall without a backup — Google Play keeps the purchase, we keep the count. While you still have an unused balance from a purchase of a given kind — the kinds differ in the number of clips — the same kind cannot be bought again: the "Your plan" screen shows the balance instead of a button, and the other kinds stay available.

10.8. Changes in prices

An active paid period is never raised: the paid period is used to the end on the conditions and at the price at which it was bought. The price for renewal and the price for new subscribers may change — the costs on which the price rests are not under our control and we do not promise that prices will fall. A

change for renewal is announced in advance through Google Play — the channel through which subscribers are notified of a new price before it is applied — and you can terminate before that. The notice comes before the first payment at the new price. If you do not react, what the Google Play rules provide for your country applies — so read the message from Google Play before the new price is applied. A change to what PRO includes takes nothing away from your active paid period.

10.9. Support

Our channel for support and for complaints is contact@dubroll.app. Every message gets an answer at the same address within 5 working days; if the case needs looking into, within the same period we tell you what we are doing and when to expect an answer. Write to us about any problem with a purchase, an acknowledgement or a refund — most problems are a bug in the software or a misunderstanding and are resolved by email; this is not a condition for any of your rights, including before Google Play.

A withdrawal statement submitted through the function in the app gets an acknowledgement of receipt immediately, on the durable medium you chose.

11. Availability, changes to the app and to the models

11.1. What Dubroll needs in order to work

Dubroll needs an internet connection, the Google Play services on the device and a passing integrity check — the attestation to Google that this is a genuine, unmodified copy of the app. Without any one of the three no clip can be made; the "My clips" library stays readable. If the check rejects a copy from Google Play on an ordinary, unmodified device, that is a lack of conformity on our side under clause 13.5, not a problem of yours.

11.2. Changes to features and to the models

We may add, change, suspend or remove features. We may — and this is real and planned, not a hypothesis — change the artificial-intelligence models Dubroll uses and their provider: Google periodically retires models, and the app already carries a backup model for the voice, used only when the main one is not available. Every such change is permissible only for one of these reasons: a retired model or a discontinued provider; security; content safety; a requirement of the law or of the Google Play rules; a device capability that has fallen away — and never at an extra cost to you within an active paid period. Adding new features is not limited by this list; changing, suspending or removing a feature is. A change of the artificial-intelligence provider is a substantial change and goes through the in-app notice under clause 11.4.

11.2a. Updates

Updates of Dubroll come through Google Play — including those needed for the app to stay what we have described it to be. We provide them for the term of your paid period, and for free use — for as long as we offer Dubroll on Google Play. For an update that changes something of significance to you, we tell you through the in-app notice. If you do not install an update we have provided to you, and we have told you about it and about the consequences of not installing it, we are not liable for a lack of conformity that stems solely from that; everything else remains our responsibility.

11.3. How we notify you

Dubroll has no accounts and does not ask you for an email, so we have no address to write to you at, unless you have written to us yourself. Our channel to you is the in-app notice: today the Terms and the Privacy Policy are shown once, at the first launch, and ask for acceptance. The record of the acceptance sits on the device and carries which version you accepted; a new version is shown for a fresh acceptance at the next launch. We do not promise a channel we do not have.

Another channel is the contract page in the app: there you see your product, price and period, the state with Google Play, the accepted version of the Terms and of the Privacy Policy with a link to the file in "Downloads", the text of the two statements and the withdrawal function within the withdrawal period.

The dubroll.app site is one more channel: there every version of the documents sits at a permanent address carrying its date, and the change between two versions is published as a "what changed" list.

11.4. Your time to decide on a change

Where a change to the service itself — a model, a provider, a feature, a quota — negatively affects your access to Dubroll or your use of it more than insignificantly, we notify you in advance, on a durable medium, of the features and the time of the change and of your rights, and you have 30 days from the day the notice was shown to you, or from the day the change takes effect for you — whichever is the later — to do one of three things: to accept the change; to terminate the contract free of charge, in which case we give you back the unused part of the paid period and the unused clips by the piece within the 14-day period under clause 10.6; or, where the change allows you to keep the service without it, to continue without the change. This is the procedure of Article 21 of the Act on the Provision of Digital Content and Digital Services and the Sale of Goods, which carries over Article 19 of Directive (EU) 2019/770, and we cite it rather than retell it more mildly. The notice reaches you the next time you open Dubroll — we cannot reach you earlier and we do not claim otherwise; that is why the 30 days are counted from the day you see it.

The durable medium is the file with the new documents which the app saves in "Downloads" on acceptance, and the contract page, where the change stays until you decide.

11.5. A change that stops the service for a paying subscriber

If a change means that with a paid subscription you cannot make new clips — for example because under the new version of the notice we cannot produce until you accept it — that is a modification with a negative impact and you have the right under clause 11.4: to terminate without penalty and to receive the proportionate part for the remaining paid time. We do not call this "termination at your own wish" and we do not keep the money.

11.6. Continuity

We do not promise uninterrupted operation and we do not promise that Dubroll will always be available in your country. That does not mean we do not owe you the service you have paid for: an outage at Google or in our servers is a lack of conformity on our side, not an event beyond our control (section "Miscellaneous"). If we discontinue Dubroll altogether, we will give reasonable notice in the app, the active subscriptions are terminated and the unused part of the paid period is given back to you under clause 16.4, and so are the unused clips by the piece.

11.7. The clips live on the device

The finished clips are in the "My clips" library on your phone and an interruption of the service does not delete them.

12. Reporting AI content

12.1. The button

Every clip has a "Report" button. It opens the "Report this clip" screen with the reasons "Harassment or bullying", "Sexual content", "Hate or discrimination", "Child safety", "Third-party rights" and "Other"; sending it is two taps — the button, then the reason. Use it when a commentary has crossed a line.

The sixth reason — "Third-party rights", that is a breach of rights over image or voice — is for the cases where the clip affects a person who did not want to be in it.

12.2. What the report carries

The report carries the time of submission, the reason, the commentator of the reported clip, the language of the clip, the model, the version of the app, an identifier of the clip, a fingerprint of the text of the commentary and its length. The commentator and the language are those of the REPORTED clip — both from the finished-clip screen and from the "My clips" library. It does not carry the text of the commentary, it does not carry the video and it carries nothing about you — that is true today and after the planned fix.

The report goes to our receiver of reports and travels with the integrity check; with us the day is recorded, not the hour. With us the address it comes from is not recorded and there is no installation identifier — the reports are pseudonymous and we cannot link them to a person. We keep them for 12 months, after which only counts without identifiers remain; we review them every week. Our ground is our legitimate interest in keeping the product safe — in detail in the "The reports" section of the Privacy Policy.

A report that cannot be sent — no connection or nowhere to send it — stays recorded on your device for at most 90 days and at most 200 reports, and the app says "Report saved on this device."; at the next launch it tries again, if there is somewhere to send it.

12.3. What they are for and what they are not for

The reports show us patterns: which commentator, which language, which model crosses a line and how often. On that basis we change the instructions and the thresholds. We do not answer individual reports and we do not notify the person reporting — the report carries no way to reach you, and that is deliberate. If you believe a clip has caused serious harm, write to us at contact@dubroll.app — such a message is answered by a human being.

12.4. If you have found yourself in someone else's clip

The clip is not with us: we neither store it nor distribute it, so we cannot take it down from the platform on which it is published — only the person who published it, or the platform itself, can do that. Write to us at contact@dubroll.app: we accept your signal, and on the basis of such signals we change the instructions to the model and the thresholds. For the rights in your image and your voice you turn to the person who published the clip — section "Your responsibility" says what they owe.

Your signal goes into the same weekly review as the reports.

Because the reports cannot be linked to a person, we cannot delete "your" reports on request and we do not promise you that; the law recognises that a controller who cannot identify the person does not owe the impossible.

13. What we promise and what we do not

13.1. Reasonable skill and care

We provide Dubroll with reasonable skill and care and we describe it truthfully — here, on Google Play and in the app.

13.2. The machine opinion is "as it is" — with a limit

The commentary is the opinion of a machine and is provided as it is, with one limit which we state expressly: this does not affect our obligation to provide an app that conforms to what has been described, nor your remedies if it does not conform (clause 13.5). We do not guarantee that the commentary is funny, apt, true to the frame or harmless; that the voice pronounces every word correctly; that the commentary is always entirely in the chosen language; that the captions match the voice to the millisecond; that the clip will be accepted or will succeed on the platform where you publish it; that every device can make a cinematic clip. Each of these sentences is a limit of the machine opinion, not a disclaimer of the conformity of the app.

13.3. The people in the frame and the audience

We are not liable for how the people in the frame and the audience react to a clip you have published, nor for what they do afterwards.

13.4. What Google does and what we are liable for

Google provides the model, the synthetic voice, the billing and the integrity check. We are liable for having chosen Google, for what we have entrusted to it as our processor of personal data, and for making Dubroll work. An outage at Google or in our servers is a lack of conformity for which we are liable, not an event beyond our control. How Google processes your data and on what ground — the "Our role and Google's role" section of the Privacy Policy.

13.5. The statutory guarantees of conformity

You have statutory guarantees of conformity of the digital service and this section does not take them away from you. Dubroll must be what we have described here and on Google Play, and must have the qualities you can reasonably expect from a product of this kind. Where that is not so, you have the right to require it to be brought into conformity, a proportionate reduction of the price or termination of the contract — for the subscription, for the whole paid period; for a purchased cinematic clip, for two years from its supply. You make a complaint at contact@dubroll.app — free text in which you say what is wrong and what you want; the law allows a complaint to be made orally as well, but email is the route that both you and we can prove. We ask no more of you than the law asks.

14. Liability

14.1. What we do not limit

Nothing in the Terms limits or excludes our liability for death or personal injury caused by our negligence; for fraud; for gross negligence or intent; for compensation for damage from a breach of the personal data protection legislation under Article 82 of the Regulation — material and non-material; for our conformity obligations and your remedies for lack of conformity under Directive (EU) 2019/770 and the Act on the Provision of Digital Content and Digital Services and the Sale of Goods; for liability for damage from a defective product under the Bulgarian law in force and, once Directive (EU) 2024/2853 (deadline 9 December 2026), which expressly includes software, has been transposed — under it as well; for anything else that cannot be limited or excluded under mandatory provisions of Bulgarian law or of the law of the European Union. We place this clause first because it is the limit of everything the rest of this section can achieve.

14.2. What we are not liable for

Subject to clause 14.1, we are not liable for the consequences of a clip you have published — reactions, the suspension of a profile or a channel, damage to reputation, yours or that of the people in the frame; for acts and omissions of third parties, including of the platforms on which you publish; for the loss of clips for reasons on your side — deletion from the "My clips" library, uninstalling, refused access to the gallery, a lost or damaged phone. The last of these does not exclude our liability where a defect in Dubroll itself destroys or damages your clips; when you pick from the gallery the original is never changed.

14.3. The measure of our liability

Subject to clauses 14.1 and 14.2, we are liable for damage that is a direct and immediate consequence of our failure to provide Dubroll with reasonable skill and care or of our breach of the Terms, and that could have been foreseen, and where we have acted in bad faith — for all direct and immediate damage: this is the measure of Article 82 of the Obligations and Contracts Act. We put no number on that liability and we say why: a fixed sum placed on the consumer's statutory right to compensation is a limitation of the kind a court may declare unfair, and a cap that a court removes protects nobody. The measure is one and the same for free use and for the paid contracts; a free user is not a user for whom we are liable less. If a defect in Dubroll itself destroys or damages the clips in your "My clips" library, that is a failure of ours and nothing in this section reduces what you can claim for it; we keep no copy of your clips, so we cannot restore them and we are liable for the loss itself.

14.4. The limitations do not affect clause 14.1

The limitations in clauses 14.2 and 14.3 do not apply to anything listed in clause 14.1 — that is a rule, not a reassurance. If a court finds that part of this section is unenforceable, that part falls away and the rest stands; we do not ask a court to rewrite it into a smaller but enforceable one (section "Miscellaneous").

14.5. What we deliberately do not do

We do not exclude our liability for Dubroll not being what we have said it is. Section "Dubroll is comedy, not fact. People in the frame" says how much a machine opinion is worth — that is a description of what is promised, not a clause that releases us from it.

15. Your responsibility

15.1. Lawful use

You are responsible for using Dubroll lawfully, for the material you record or pick, and for what you do with the clip.

15.2. The people in the frame

Nobody may be filmed or recorded without their knowledge or against their express disagreement, except in the cases provided for by law — that is a constitutional rule, not a clause of ours. A clip published before an indefinite circle of people is not a personal or household activity: for the data of the people in it — face, voice, behaviour — you are a controller under the Regulation and you are responsible for the publication as the Regulation and Bulgarian law require; while the clip is only on your phone, this does not concern you. The sound behind the camera travels with the video — the voices of people outside the frame are also in the clip. The music, other people's clips and the screens with protected content in the frame are other people's rights. Children — never at their expense (what exactly we prohibit — clause 7.1). A video picked from the gallery follows the same rules as a filmed one: if the recording is not yours, the responsibility for it is yours from the moment you pick it.

15.3. Our costs in the event of a deliberate breach

This clause exists because of one person: the one who films and ridicules another without their agreement, publishes the clip with our brand on it, and because of whom we get sued. If you breach section "Acceptable use" deliberately or with gross negligence, we may recover from you the costs and the damage we suffer as a direct result of the breach — only where the law allows us to and only in the amount the law allows. Nothing in this clause imposes on you an obligation beyond what the law already imposes, and nothing in it applies to anything caused by a breach or negligence of our own.

15.4. Our obligations are ours

We do not shift our own legal obligations onto you. Our obligations under the personal data protection legislation are ours and we carry them.

16. Suspension and termination

16.1. You terminate by stopping

You terminate the contract for free use by stopping using Dubroll; nothing deletes itself. The subscription you terminate on Google Play (section "Subscriptions, clips by the piece, billing, withdrawal and termination"); uninstalling does not terminate a subscription.

16.2. We suspend only for a breach that matters

We may suspend or end your right to use Dubroll for a breach of the Terms that matters — the prohibitions in section "Acceptable use", automated or abusive use, or something we are obliged to act on by law or by a rule of Google Play as a store that binds us and that we cannot refuse. An insignificant or technical breach is not a ground and we will not treat it as one.

16.3. What that means without accounts

Dubroll has no accounts, so we cannot "ban" an individual person — we have nobody to recognise. What happens in practice is this: a copy of the app that does not pass the integrity check gets no commentary, and the app tells you that the copy was not recognised — that is also our only lever against automated traffic. The pause after blocked clips is a mechanism described in section "Dubroll is comedy, not fact. People in the frame", not a termination. We cannot get into your phone and delete anything, and we do not want to be able to.

16.4. We do not keep money for time you cannot use

If we end your right to use Dubroll — for whatever reason, including a serious breach on your side — the part of the paid period you no longer receive is not ours to keep: we give it back to you proportionately ourselves, through the Google Play refund tools for developers, and if that way is not available for your order — we refer the case to Google in your place. The unused clips by the piece are given back to you as well. A clause that would allow us to keep a prepaid period because of a breach would be the retention of an amount for a performance we have not rendered, and an unreasonably high penalty — unfair and void; we prefer not to have such a clause rather than to have one that a court removes.

16.5. A breach that can be put right

Where the breach can be put right and there is a route to you — if you have written to us yourself, at that address — we tell you first and give you the opportunity to put it right before we suspend anything. Without accounts we have no other route to an individual person and we do not promise a warning through a channel we do not have.

16.6. What survives

Sections "Dubroll is comedy, not fact. People in the frame", "The licence for the app and the rights in the clip", "Who owns what", "What we promise and what we do not", "Liability", "Your responsibility", "Governing law, your rights and disputes" and "Miscellaneous" survive the end of the contract. Rights you had before the end — under Directive (EU) 2019/770 and the Act on the Provision of Digital Content and Digital Services and the Sale of Goods, under the personal data protection legislation and under Bulgarian consumer protection legislation — are not affected by it, and the end of the contract will never be the reason we invoke in order to refuse such a right.

17. Changes to the Terms

17.1. When we change the Terms

We change the Terms only for a valid reason: a new or changed feature, a change in the way billing works, a change in the law or in the terms of a provider we depend on, or in order to make something clearer. We do not use a change of the Terms to take away something you have already paid for.

17.2. How we change the Terms

On a change we alter the "Last updated" date and we publish the new version. One distinction matters for you: whether the change is **substantial** or **editorial**. Which of the two a given change is, we say in the document itself, next to the "Last updated" date — from the second version onwards.

Substantial is any change that touches rights, obligations, duration, price, the scope of the service, the company details or the way we process personal data. For such a change we also alter the "Effective from" date; the app shows you the new version at the next launch and nothing in it applies to you until you accept it. The app keeps which version you accepted and shows you the new one at the next launch (clause 17.3). Moving something that is free today behind a payment is exactly such a change: if we ever make it, we will say so in the same direct way, and the clips you have already made stay yours and readable.

Editorial is a change that does not alter meaning: spelling, punctuation, quotation marks, clause numbering, a clearer word in place of an unclear one, a correction in the translation. It does not alter the "Effective from" date, it is not shown to you again and it does not ask for a new consent — what binds you is the version you accepted, until a substantial change comes. The copy you received on acceptance remains exactly what binds you.

If we get it wrong and call a change that alters rights "editorial", it simply does not bind you: under Article 147a(1) of the Consumer Protection Act general terms bind the consumer only if they were provided to him and he agreed to them, and the burden of proving both the provision and the acceptance is ours. So a mistake in this classification is at our expense, not yours.

The new version sits at its permanent address on dubroll.app alongside every previous one, with its date and with the "what changed" list.

17.3. Silence is not acceptance

We do not treat your silence, nor your continued use of the app, as acceptance of a new version. General terms bind a consumer only if they have been provided to them and they have agreed to them — that is Article 147a(1) of the Consumer Protection Act, a rule of law. That is why the app asks: the version is the "Effective from" date (clause 2.2) and changes only on a substantial change; at every launch it is compared with the accepted one, and where there is a difference the notice is shown again and asks for acceptance before you make a new clip or a purchase. The asking does not lock your "My clips" library — your clips stay open, readable and fit to be saved to the gallery, whether or not you accept.

17.4. Your choice on a change

If you do not agree with a change, the law gives you a choice: to terminate the contract without a reason, without compensation and without a penalty — Article 147b(2) of the Consumer Protection Act calls this "withdrawal", but it is different from the 14-day right of withdrawal under section "Subscriptions, clips by the piece, billing, withdrawal and termination" — or to continue performing it on the conditions in force before the change. Under the law both options are exercised by written notice to us within one month of receiving the message about the change. We give more, as an undertaking of ours. For free use we set no time limit: until you accept the new version, the accepted one applies as between you and us and your "My clips" library is open; a new clip, however, is made after acceptance (clause 17.3) — that is the honest limit of "continuing on the old conditions" for the free contract too. For a paying subscriber there is a limit as well: if the new version changes the notice about the data and under the old notice we cannot produce a new clip, "continuing on the old conditions" is not real for new clips — you then have the rights under section "Availability, changes to the app and to the models": termination without penalty and the return of the unused part of the paid period. The one-month statutory period runs from the day you were actually notified, not from the day that would be convenient for us. Where one and the same change is also a change of the service under clause 11.4, the longer of the two periods applies and the rights under the two regimes are exercised together; we do not make you choose between them.

17.5. Why a change does not reach you through silence

Article 147b(1) of the Consumer Protection Act requires the trader to notify the consumer of a change within seven days, at a telephone number, an email address or a postal address given by the consumer. You have not given us such a channel, because Dubroll does not ask you for one — there are no accounts. So the route of being bound in silence does not exist here: the new version is not a change you can fail to object to, but a version we ask you to accept. The exception is created only by you: if you have written to us yourself and asked to be notified of changes, we use that address for that — within the 7-day period Article 147b(1) requires — and for nothing else, and you can ask us to delete it.

The change also sits on the contract page in the app, and the new documents are saved in "Downloads" on acceptance — so the change reaches you on a durable medium, not only on a screen.

17.6. The limits of a change

A change never has retroactive effect on clips you have already made, nor on a paid period that is already running: a substantial change does not apply to your current paid period without your acceptance, whichever choice under clause 17.4 you make. We take nothing paid away by a change. If an external change — in the law or in the conditions of a supplier we depend on (clause 17.1) — forces us to remove something from an active paid period, the remedies under clause 11.4 apply: termination without penalty and the return of the unused part. The clips stay readable, whatever the current version is.

18. Governing law, your rights and disputes

18.1. Bulgarian law

The Terms and any dispute under them are governed by the law of the Republic of Bulgaria and, where applicable, by the law of the European Union as well.

18.2. You do not lose the protection of your own country

The choice of Bulgarian law does not deprive you of the protection of the provisions of the country where you habitually live that cannot be derogated from by agreement — first of all its mandatory consumer protection rules. Those provisions apply alongside Bulgarian law and, where necessary, instead of it. No clause by which a consumer waives rights under the law is valid, and we do not ask you for one.

18.3. Where you sue us

You can bring a claim against us before the courts of the country where you live or before the courts in Bulgaria; we can bring a claim against you only before the courts of the country where you live. For a person who is not a consumer, the courts in Bulgaria have jurisdiction. If you are a consumer within the meaning of the law, the preceding sentence applies; we will not claim that you are not a consumer without proving it.

18.4. No arbitration, no class action waiver

There is no arbitration clause in the Terms and no waiver of a class action. We put no obstacles before your claim beyond those the law already puts.

18.5. Write to us first

You can write to us first at contact@dubroll.app — it is not a condition for anything else. Most problems are a misunderstanding or a bug in the software and are resolved by email faster than by any other route. If we do not resolve them between us, the next section says where you can go.

18.6. The Commission for Consumer Protection and the conciliation commissions

The alternative dispute resolution body whose scope we fall within is the General Conciliation Commissions with the Commission for Consumer Protection: they assist with disputes on contracts for digital services, unfair terms and unfair commercial practices; you turn to them with an application to the Commission for Consumer Protection, including by electronic means, and the proceedings are held in absentia — you do not appear in person. The trader's participation in that procedure is voluntary under the law; we have given no advance commitment to take part and we decide for each dispute separately — where a dispute between us is not resolved directly, we tell you on a durable medium whether we will take part — at the email address from which you wrote to us about the dispute, because we have no other channel to you. Proceedings before a conciliation commission are not a precondition for suing us, and the limitation period — the period within which you can bring a claim — is suspended while they are pending. We give no link to the European online dispute resolution platform, because it has been closed by Regulation (EU) 2024/3228 and accepts no complaints — even though Bulgarian law still mentions it. Website of the General Conciliation Commissions: [to be filled in from the data of the Commission for Consumer Protection before publication].

18.7. Personal data

For a concern about your personal data you have the right to complain to the Commission for Personal Data Protection and the right to a judicial remedy before the court of the place where you live; how to exercise them — the "Contact and complaints" section of the Privacy Policy.

19. Miscellaneous

19.1. Partial invalidity

If a court finds that a clause of the Terms is invalid or unenforceable, that clause falls away and the rest continues to apply. We do not ask a court to rewrite an unfair clause into a smaller but enforceable one: where a clause has been unfair towards you, the answer is that it is not there.

19.2. A right not exercised

If we do not exercise a right at once, we have not waived it. For you the opposite does not hold: a clause by which a consumer waives rights under the law is invalid, and there is no such clause here.

19.3. Assignment

You cannot assign your rights under the Terms to somebody else. We can assign ours to a company that takes over our business, provided that your rights are not reduced and that we notify you of it in the app and in the Privacy Policy before it happens; what then happens to your data is in the "Changes and languages" section of the Privacy Policy.

19.4. Events beyond our control

We are not liable for non-performance caused by events we genuinely cannot control — natural disasters, war, a general outage of the public internet, acts of public authorities. Google and our own servers are not on that list and we will not put them there: a provider we have chosen ourselves is our problem in our relationship with you, not force majeure. When Google is down, Dubroll cannot make a clip; nothing is spent for a clip that did not happen; your clips are on the device and stay untouched; and if you have a subscription and the interruption has prevented you from using the service you paid for, that is a lack of conformity with all its remedies under section "What we promise and what we do not" — the measure is whether you could use what you paid for, not our own judgement of how long is "long enough".

19.5. Entire agreement

The Terms and the Privacy Policy are the entire agreement between you and us concerning Dubroll. This takes nothing away from the "Open source licenses" notice on the "About & Legal" screen: your rights under the open source licences stand on their own and do not depend on this contract (clause 19.10). Nor does it affect a right arising from something we told you before you bought — including in the description on Google Play: that information is part of the contract by law — and it does not limit your rights in connection with anything we have stated fraudulently.

19.6. No partnership

The Terms create no employment relationship, agency, partnership or joint venture between you and us. Google's role as merchant of record is an arrangement between Google and us and does not change who your supplier is.

19.7. Communications

We communicate with you in the app — through the notice — or, if you have written to us, by email. You find us at contact@dubroll.app or at the address in section "Contact".

Communications about your contract — its state, withdrawal, refund — also sit on the contract page in the app.

19.8. Language

The Terms and the Privacy Policy are published in Bulgarian and in English, with one and the same effective date; in no other language do these two documents exist. The interface of the app also has Spanish and may in time receive further languages — a language of the interface, however, does not create a legal version of a document in that language: with a Bulgarian interface the app shows you and saves the Bulgarian document, with any other interface the English one, while the screens speak in the language of the interface. We do not show you a legal text in machine translation. If you could reasonably not have understood the Terms or the Privacy Policy in the language in which they were shown to you, we will not claim against you that you accepted them.

Wherever the Bulgarian version gives you more than the English one, the Bulgarian version prevails: it is the first version of this document, because the information under a distance contract with a consumer is provided in Bulgarian (Article 47(7) and Article 5(1) of the Consumer Protection Act), and it is read under the rule that terms must be drafted in clear and unambiguous language and that, in case of doubt, they are interpreted in the way that is more favourable to you (Article 147(1) and (2) of the same Act). The English version is a translation of the Bulgarian one and prevails only in the case of an editorial

divergence that does not affect your position — for example, a different word for one and the same concept; where the divergence changes a right, a period, an amount or an obligation, the Bulgarian text applies. The two versions are published together, with one and the same effective date, and this paragraph stands word for word in the "Miscellaneous" section of the Terms of Use and in the "Changes and languages" section of the Privacy Policy — if they ever diverge by even one letter, the version that gives you more applies.

19.9. What Dubroll needs and in what formats it saves

Dubroll works on Android 7.0 (API 24) or later, on a device with the Google Play services, with a camera or with a video in the gallery, with an internet connection and with a passing integrity check. On a device with less memory the app chooses a lighter capture mode and tells you so. The clips are saved as .mp4 files in the "My clips" library and, if you choose, in the gallery; every file carries the AI marking in its metadata and may also carry metadata of the recording itself — device and time. The captions use fonts embedded in the app, with Cyrillic. The clip languages are those checked by a native speaker — today Bulgarian; the interface is in Bulgarian, English and Spanish. We say this here because the law requires the trader to state the functionality and the compatibility of the digital service before the contract.

19.10. Open source

Dubroll uses FFmpeg and FFmpegKit, GNU FriBidi and GNU libiconv under LGPL licences. You are entitled to their source code and entitled to replace them with your own builds; we keep a mirror of the source code and of the build recipe and we offer them in writing for three years. The notice and the link to the licences are on the "About & Legal" screen — the row "Open source licenses" — and this document takes nothing away from them. The written offer is exercised by a message to contact@dubroll.app: we send you the source code and the build recipe electronically, at no cost to you.

19.11. A few explicit "we do not"s

We have not signed up to a code of good commercial practice. We ask for no deposit and for no financial guarantee. Beyond the statutory guarantee of conformity under clause 13.5 we give no commercial guarantee. Beyond the paid period you have bought, you have no minimum term of obligation towards us. Internet access is at your operator's tariff — we charge nothing for it and we have no premium-rate number.

20. Contact

Torvyx Labs Ltd. („Торвикс Лабс“ ЕООД)

Registered seat and address of management: 46 Tsar Asen I Street, Burgas 8000, Bulgaria

Company number (ЕИК/УИС): 208895745 · VAT number: BG208895745

Telephone: +359 877 001 885 (working days, 10:00–18:00 Eastern European Time)

Email: contact@dubroll.app

The Terms: <https://dubroll.app/terms> · The Privacy Policy: <https://dubroll.app/privacy> · every version — at a permanent address carrying its date.

For everything to do with your data, see the Privacy Policy — the "Contact and complaints" section. The last word about the clip is yours: Dubroll offers a commentary, you decide whether the world sees it.

Annex 1 — Model instructions on withdrawal

This is the right under section "Subscriptions, clips by the piece, billing, withdrawal and termination", set out in the standard text the law prescribes (Annex 7 to Article 47(4) of the Consumer Protection Act; in the English version, the model instructions in Annex I, Part A of Directive 2011/83/EU, of which the Bulgarian annex is the transposition). The standard text has not been edited. Where this annex and the section diverge, the one of the two that gives you more applies.

Information on exercising the right of withdrawal

Model instructions on withdrawal:

I. Right of withdrawal from a distance or off-premises contract.

II. You have the right to withdraw from this contract within 14 days without giving any reason.

III. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us — Torvyx Labs Ltd. („Торвикс Лабс“ ЕООД), 46 Tsar Asen I Street, Burgas 8000, Bulgaria, telephone +359 877 001 885, email contact@dubroll.app — of your decision to withdraw from this contract by an unequivocal statement (for example a letter sent by post or by email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

IV. Effects of withdrawal.

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

You can also exercise your right of withdrawal online in the Dubroll app — on the "Your plan" screen and on the "About & Legal" screen, with the withdrawal function labelled with the words "withdraw from contract here". If you use this online function, we will promptly send you a confirmation of receipt of the withdrawal on a durable medium (for example by email), including its content and the date and time of its submission.

End of the model instructions under Annex 7 to Article 47(4) of the Consumer Protection Act. The model withdrawal form in Annex 2 is the form under Annex 6 to the same Act.

Practical notes on Annex 1 — an undertaking of ours, part of the contract, not part of the model instructions:

- The two statements — the express request for the service to start right now and the acknowledgement of the consequence on withdrawal — are taken by us, in the app, before the purchase, and we keep the record of them. That is why, on withdrawal, we withhold the part of the price of the period corresponding to the days elapsed up to your notice, and give the rest back — exactly as the last paragraph of the model instructions says.
- If those statements were not requested from you at the purchase, you owe nothing for the service up to the withdrawal and we refund the whole amount; the burden of proving that you made them is ours.
- We make the refund ourselves, through the Google Play refund tools for developers, to the same means of payment, within the 14-day period above; if that way is not available for your order, we refer the case to Google, and the deadline stays ours.
- For clips by the piece the unused units are refunded in full, and the used ones are withheld by count — each used unit is a service performed in full.
- The right of withdrawal falls away 14 days after the day Google Play confirms the purchase, and it falls away for a paid period that has been performed in full; automatic renewal does not give rise to a new period.
- The paragraph on the online withdrawal function in the model instructions is the standard text under Annex I, Part A, point 3 of Directive 2011/83/EU as amended by Directive (EU) 2023/2673; the Bulgarian Annex 7 does not yet contain it, which is why we take it from the directive without changing it.

Annex 2 — Model withdrawal form

This is the form under Annex 6 to Article 47(1), point 8 and Article 52(2) and (4) of the Consumer Protection Act (in the English version, the model withdrawal form in Annex I, Part B of Directive 2011/83/EU). You are not obliged to use it — any clear statement is enough.

Model withdrawal form:

(complete and return this form only if you wish to withdraw from the contract)

- To Torvyx Labs Ltd. („Торвикс Лабс“ ЕООД), 46 Tsar Asen I Street, Burgas 8000, Bulgaria, telephone +359 877 001 885, email contact@dubroll.app:
- I/We* hereby give notice that I/We* withdraw from my/our* contract of sale of the following goods*/for the provision of the following service*
- Ordered on*/received on*
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

* Delete as appropriate.

Practical note — an undertaking of ours, not part of the form: the service is the PRO subscription (weekly or monthly plan) or a purchase of clips by the piece — write which one. Dubroll has no accounts, so the order number from your Google Play receipt helps us find you; it is not a condition — a form without it is a valid withdrawal too.