Dubroll — Terms of Use

Last updated: 15 September 2026

Effective from: 15 September 2026

These Terms of Use are a contract between you and Torvyx Labs Ltd. („Торвикс Лабс“ ЕООД).

---

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; its contact details are in section "Contact". 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 and everything we make available in it.

1.3. Where Dubroll is offered

Dubroll is distributed through Google Play.

1.4. The Terms and the Policy

Where the Terms and the Privacy Policy diverge, on a question about personal data the Policy prevails, and on a contractual question — the Terms.

---

2. Acceptance of the Terms

2.1. The notice on first launch

You accept the Terms and the Privacy Policy with the button of the notice the app shows before your first clip. 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.

2.2. The version you accepted

The version of the Terms is the "Effective from" date at the top of this document.

2.3. How we deliver the documents to you

On acceptance the app saves the Terms and the Privacy Policy you accepted as PDF files in the "Downloads" folder of your phone, and afterwards it neither changes nor deletes them. If the saving fails, the app tells you so at once, and the documents remain available from the app.

---

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.

3.2. How we ask

By pressing the acceptance button you confirm that you are 18 or older; that is a statement of yours, not a check of ours.

3.3. 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 may stop providing the service to them.

---

4. What Dubroll does

4.1. The flow

Dubroll makes a comedy clip out of your video. You record a video with sound or pick a part of a video in the gallery; a Google artificial-intelligence 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.

The commentary is in the style of the chosen commentator and in the language of the clip. If the synthetic voice refuses, the commentary is read by the backup voice — your phone's own speech engine. The finished clip is saved in the "My clips" library.

4.2. Free use

Without PRO you have a set number of short clips a day — the daily quota; it resets at midnight, device time. Before the recording and before the pick from the gallery you choose a mode: "Short" or "Cinema"; the kind of the clip is determined by the chosen mode, not by its measured length. 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 clip is of a fixed length — no shorter clip is made — and it is paid from 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 a 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. When a clip is spent — clause 10.1.

4.3. The commentators and the languages

The commentators are fictional characters and all of them are available to everyone; which commentators and which clip languages we offer, you see in the app. Adding a language is not restricted; stopping or removing a language is a change to a feature under section "Availability, changes to the app and to the models".

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

The quantities and limits of the service — numbers of clips, lengths, caps and time limits — are in the app, on the "Your plan" screen.

On every purchase the included quantities are recorded, as they were shown to you, in the contract document in the "Downloads" folder, and they do not change for the paid period. If your phone does not allow that saving, the document is available on the contract page in the app and you can share it from there. A change of a number — for future periods or for free use — happens only under clause 11.4.

---

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

5.1. This is comedy from a machine

The commentary is satire, written by artificial intelligence on our instructions, which are not a guarantee, and performed by a synthetic voice. The commentary can be inaccurate about what is in the frame, unfunny, tasteless or offensive. The commentator is a style, not an opinion of the company, and not a real person.

5.2. The filters

Google's safety filters and our thresholds on top of them may stop an individual scene; no clip is then made. Several blocked clips within a short period stop new clips for a short pause.

5.3. People in the frame

Film only people who agree to it — no nudity, no violence, no mocking people without their consent and no screens with protected content. Do not film delicate scenes. Breaking these rules is a breach of section "Acceptable use".

---

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

6.1. The licence for the app

We grant you a personal, limited, non-exclusive and non-transferable licence to install and use Dubroll on any device you own or control. The licence does not affect our right to suspend or end your access to the service under section "Suspension and termination".

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 — including on monetised profiles and channels and in advertising for your own business — without asking us and without any extra payment.

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

The AI marking — the visible notice and the metadata in the file — is part of every clip, however it is paid for, and it is not for sale. If a clip resembles a genuine recording, the disclosure on publication is yours; if you publish as part of a professional or commercial activity, you are the deployer within the meaning of Regulation (EU) 2024/1689 at the moment of publication.

6.4. The brand watermark

The brand watermark is a condition of free use. Your licence covers the brand elements only inside the clip, in the way the app has placed them.

6.5. Limits of your rights

We do not claim copyright in the generated text and voice; your rights in the clip do not mean that you can stop somebody else from using similar words. The outputs are not exclusive. The rights of the people in the frame are not licensed by us.

---

7. Acceptable use

7.1. Never against a specific person

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. Do not use Dubroll to ridicule the health, body, sexuality, ethnicity, faith or politics of a specific person.

7.2. 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.

7.3. 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; remove or conceal the AI 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.

7.4. 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, or to draw conclusions about their emotions. Dubroll is neither offered nor designed for such use.

---

8. Who owns what

8.1. What is ours

The Dubroll app and name, the look and the interface, the commentators, 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".

8.2. Feedback

If you send us an idea or a suggestion, we may use it to improve Dubroll without owing you payment or attribution.

---

9. Your data, in one paragraph

How we process your personal data — what, why, to whom, for how long and what rights you have — is set out in the Privacy Policy. Deleting the local data in the app also deletes the phone's record of the balance of purchased clips by the piece.

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.

---

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

10.1. When a clip is spent, and the fair-use cap

A clip is spent 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 nothing — the app tells you so on the screen — but it is a successful clip and counts towards the fair-use cap.

With PRO and without PRO there is a fair-use cap — a set number of successful clips a day. The cap is an upper limit for the day, not an included amount. Without PRO it counts only the clips you have not paid for: a clip bought by the piece does not count towards the cap and is not stopped by it.

10.2. What PRO buys

With PRO you get a set number of cinematic clips and a set number of short clips a day — each with its own counter, under a fair-use cap — clips without the brand watermark (the AI notice stays), captions in a language other than the language of the clip, and premium fonts for the captions; the numbers are shown in the app before the purchase. The daily amounts of PRO renew at midnight, device time. PRO does not spend the cinematic welcome clip: it waits until PRO ends.

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

Google Play collects the payment as our agent and issues the receipt. The price Google Play shows you before you confirm is the price you pay — tax included; there are no separate charges from us. If an amount is refunded to you, the service for the refunded period or for the refunded clips is no longer owed to you. We are the supplier of Dubroll and the ones liable to you for its conformity.

10.4. Automatic renewal

The subscription is a contract of indefinite duration, paid for in periods stated at the purchase. 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. "Renewal" in these Terms means the next payment under the same contract of indefinite duration, not a new contract. While the subscription is not active with Google Play, PRO is not owed to you.

10.5. Termination

You terminate the subscription at any time from your subscriptions in Google Play; 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.

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 conclusion of the contract. The contract is concluded when Google Play confirms the purchase. After that period the right falls away; the automatic renewal at a price announced to you in advance does not give rise to a new period.

When you buy in the app, you make an express request that PRO start right now and acknowledge that on withdrawal you owe the part of the price for the days elapsed. After such a request the right of withdrawal for a paid period falls away when the period has been fully performed — including a period that expired in full within the 14-day period. After the withdrawal PRO stops.

If you write to us to withdraw, state what you bought and, if you have it, the order number from your Google Play receipt; this is not a condition.

Withdrawal also has a function in the app, labelled with the words "withdraw from contract here" and available throughout the withdrawal period — for the subscription and for every purchase of clips by the piece. The statement is submitted with a separate function labelled only with the words "confirm withdrawal", and immediately afterwards you receive, on the durable medium you chose, an acknowledgement with the text of the statement and the date and time of its submission.

10.7. Clips by the piece

Clips by the piece are bought in several kinds, differing in the number of clips; each unit is one clip in "Cinema" mode, without the brand watermark, and is performed when the clip has been delivered. A failed production spends no unit. Purchased clips do not expire. A purchased unit is spent only in "Cinema" mode and after the cinematic welcome clip has been used; "Short" mode does not touch it, and with PRO active the purchased clips wait until PRO ends.

You have the right of withdrawal within 14 days from the day Google Play confirms the purchase: we refund you the part of the price for the unused units, and for each used unit the right falls away if at the purchase you requested that the service start right now and acknowledged that for each clip produced it is performed in full.

The balance of purchased clips is kept with us, against the purchase itself, and comes back after a reinstall too. While you have an unused balance from a purchase of a given kind, the same kind cannot be bought again — the app shows the balance; 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. A change for renewal is announced in advance through Google Play and you can terminate before it; if you do not react, the Google Play rules for your country apply.

10.9. Support

Our channel for support and for complaints is contact@dubroll.app.

---

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 (an attestation to Google that the copy of the app is unmodified); without them no clip can be made.

11.2. Changes to features and to the models

We may add, change, suspend or remove features and change the artificial-intelligence models Dubroll uses and their provider. Changing, suspending or removing a feature and changing a model or a provider are 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; a rise in the costs of the service that are not under our control. A change for the last reason does not affect your active paid period, and no change comes at an extra cost to you within an active paid period. Adding new features is not limited by this list.

11.2a. Updates

Updates of Dubroll come through Google Play. If you do not install within a reasonable time 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.

11.3. How we notify you

Our channel to you is the in-app notice and, if you have written to us and asked to be notified, also the email address you wrote from.

11.4. Your time to decide on a change

Where a change to the service 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. You have 30 days from the day the notice was shown to you or, if later, from the day the change takes effect for you, to choose: to accept the change; to terminate the contract free of charge, in which case we refund you the amount for the unused part of the paid period and for the unused clips by the piece within 14 days; or, where the change allows you to keep the service without it, to continue without the change.

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

If a change prevents you from making new clips with your paid subscription on the terms you accepted, that is a modification with a negative impact and you have the rights under clause 11.4.

11.6. Continuity

We do not promise uninterrupted operation, nor the constant availability of Dubroll in your country. If we discontinue Dubroll altogether, the active subscriptions are terminated with reasonable notice in the

app and we refund you the amount for the unused part of the paid period and for the unused clips by the piece.

---

12. Reporting AI content

Every clip has a report button — use it when a commentary has crossed a line. We do not answer individual reports. If you believe a clip has caused serious harm, write to us at contact@dubroll.app.

---

13. What we promise and what we do not

13.1. The machine opinion is "as it is"

The commentary is the opinion of a machine and is provided as it is; this does not affect your rights if the app does not conform (clause 13.2). 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.

13.2. The statutory guarantees of conformity

You have a statutory guarantee of conformity of the digital service. You can make a complaint at contact@dubroll.app.

---

14. Liability

14.1. What we do not limit

Nothing in the Terms limits or excludes our liability for death or personal injury, for fraud, gross negligence or intent, for our conformity obligations, or for anything else that cannot be limited or excluded by law.

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.

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 a breach of our obligations and that could have been foreseen, and where we have acted in bad faith — for all direct and immediate damage.

---

15. Your responsibility

15.1. Lawful use

You are responsible for using Dubroll lawfully, for the material you record or pick from the gallery — for the faces and voices in it, for music, for other people's clips and for screens with protected content — and for what you do with the clip.

15.2. The people in the frame

When you publish a clip before an indefinite circle of people, you are the controller under the General Data Protection Regulation for the data of the people in it — image, voice, behaviour.

15.3. Our costs in the event of a deliberate breach

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, in the amount the law allows. This clause does not apply to damage caused by a breach or negligence of our own.

---

16. Suspension and termination

16.1. You terminate by stopping

You terminate the contract for free use by stopping using Dubroll.

16.2. We suspend only for a breach that matters

We may suspend or end your access to the service for a breach of the Terms that matters — the prohibitions in section "Acceptable use", automated or abusive use — or where the law or a binding rule of Google Play obliges us to.

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

If we end your access to the service — for whatever reason — we refund you the amount for the unused part of the paid period and for the unused clips by the piece.

16.4. A breach that can be put right

Where the breach can be put right and we have a route to you, we tell you first and give you the opportunity to put it right.

16.5. 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 acquired before the end of the contract are not affected by it.

---

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.

17.2. How we change the Terms

On a change we alter the "Last updated" date and we publish the new version. A change is **substantial** or **editorial**.

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.

Editorial is a change that does not alter meaning — for example spelling, punctuation, clause numbering, a clearer word or a correction in the translation. It does not alter the "Effective from" date and does not ask for a new acceptance; what binds you is the version you accepted.

A change that alters rights does not bind you without your acceptance, even if we have called it "editorial".

17.3. Silence is not acceptance

Until you accept the new version, the version you accepted applies to you (clause 2.2); a new purchase requires acceptance of the new version.

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, or to continue performing it on the conditions in force before the change. Under the law the choice is exercised by written notice to us within one month of receiving the message about the change; continuing under clause 17.3 requires no notice.

17.5. Notification by email

If you have written to us and asked to be notified of changes, we notify you at that address.

17.6. The limits of a change

A change has no retroactive effect on clips you have already made and does not apply to your current paid period without your acceptance. 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 Bulgarian law.

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.

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.

18.4. Disputes and the conciliation commissions

In a dispute you can write to us at contact@dubroll.app. The alternative dispute resolution body whose scope we fall within is the General Conciliation Commissions with the Commission for Consumer Protection; their website is https://kzp.bg/bg/pomiritelna-komisiya. We have given no commitment to take part in that procedure; where a dispute is not resolved, we tell you whether we will take part.

---

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.

19.2. A right not exercised

If either party does not exercise a right at once, it has not waived that right.

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 this does not reduce your rights and guarantees.

19.4. Events beyond our control

We are not liable for non-performance caused by events we cannot control — natural disasters, war, a general outage of the public internet, acts of public authorities.

19.5. Entire agreement

The Terms and the Privacy Policy are the entire agreement between you and us concerning Dubroll. This clause does not affect the information and the statements that by law are part of the contract or a measure of its conformity.

19.6. No partnership

The Terms create no employment relationship, agency, partnership or joint venture between you and us.

19.7. Language

The Terms and the Privacy Policy are published in Bulgarian and in English. With a Bulgarian interface the app shows you and saves the Bulgarian document, and with any other interface the English one.

Wherever the Bulgarian version gives you more than the English one, the Bulgarian version prevails. 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; where the divergence changes a right, a period, an amount or an obligation, the Bulgarian text applies.

19.8. What Dubroll needs and in what formats it saves

Dubroll works on Android 7.0 or later, with a camera or with a video in the gallery; what else it needs — clause 11.1. On a device with less memory the app chooses a lighter capture mode. The clips are saved as .mp4 files.

19.9. Open source

The app contains open source libraries that we use under their licences; the notice and the written offer of their source code are on the licences screen in the app. The Terms do not restrict your rights under those licences, including — to the extent they require it — modifying the app for your own use and reverse engineering to debug such modifications.

19.10. Codes of practice, deposit, minimum term

We have not signed up to a code of good commercial practice and we ask for no deposit or financial guarantee. Beyond the paid period you have bought, you have no minimum term of obligation towards us.

---

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/UIC): 208895745 · VAT number: BG208895745

Telephone: +359 877 001 885

Email: contact@dubroll.app

Annex 1 — Model instructions on withdrawal

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 "My contract" page, opened from the "Your plan" screen and from the "About & Legal" screen. If you use this online function, we will promptly send you a confirmation of receipt of the withdrawal on a durable medium (for example as a file in the "Downloads" folder), including its content and the date and time of its submission.

Annex 2 — Model withdrawal form

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, 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.