

# Terms of Service

**Updated: Mar 15, 2024**

**Welcome to use Photo Editor Blur-Color splash..**

The Terms of Service which help you to know the relationship and agreement between you ('users', 'you', 'your') and 'Photo Editor Blur-Color splash ' ('our app', 'we', 'us', 'our'). This agreement sets forth the general terms and conditions of your use of the 'Photo Editor Pro - PicEditor' mobile application and any of its products or services ('mobile application' or 'services'). For providing better services, please read Terms of service carefully before you start using our app and its related services.

## **Age Requirement**

If you are under the age of 16 or if you are over the age of 16 but under the legal age of majority in your state of residence, please read and fully understand the agreement accompanied by your legal guardian, and use our app and its related services with the consent of your legal guardian.

**Unless you fully accept and agree to all contents of the agreement, please do not download, install or use the our app and its related services in any way. If you use our app and its related services, it is deemed that you have Fully understand this agreement and undertake to accept the constraints of these Terms as a party to this agreement.**

## **1. Introduce**

1.1 The agreement is between you and 'Photo Editor Blur-Color splash' for download, install, and use 'Photo Editor Blur-Color splash' and its related services. Some part of services may provide from third part company in this agreement. You understand and agree to accept the above service contents, which is not only deemed to accept the relevant rights and obligations between the two parties, but also bound by this agreement.

1.2 'You' means the user who use 'Photo Editor Blur-Color splash' and its related services directly or mediate, User include natural persons, legal persons and other organizations, etc. In this Agreement will be called as "you" or "User".

1.3 'Photo Editor Blur-Color splash' means the application named as 'Photo Editor Blur-Color splash' and its related services which provide on googleplay store, appstore or other platement, website. 'Photo Editor Blur-Color splash' provided functions to edit photos, take photos and other functions which we may to update in the future.

## **2. Use of our services**

The contents and services of our app may provided according to the actual situation, and we can make changes to the services or contents, including but not limited to adding new services and contents, canceling existing services, etc. And the content of the services we provide may be changed at any time, we may make explicit or implied notices through the app, and changes to free services may not be notified.

2.1 Our app can be download and install from googleplay store, appstore, our webside and other authorized third-part platements. If you use our app and its related services from other

unauthorized third part platement, we can't promise you can get the available app and services, and we are not responsibility for your lose which cost by this.

2.2 Our app provide the services to edit photo and take photos using our app, and any other we may provide. By download and install our app to use it.

2.3 User understands and accepts that our app only provides related network services, in addition to equipment related to related network services (such as personal computers, mobile phones, and other devices related to access to the Internet or mobile Internet) and the required fees (For example, the telephone fee and Internet access fee paid for accessing the Internet, and the mobile phone fee paid for using the mobile network) shall be borne by the user.

2.4 AI functions. our app provide AI effects for you. By using this function, You need upload your photo to our server for processing these effects.

Using your photo to make AI effects, upload your photo on our services will be necessary.

Keep Your data and privacy safe always be our important thing. More details about how we collect and protect your privacy, please check our privacy policy terms. Acept this agreement , it is deemed that you have Fully understand this agreement and undertake to accept the constraints of these Terms as a party to this agreement.

2.5 In order to improve the effect experience of our apps, users upload contents (including but not limited to text, images, audio, video, live content and other forms of content and music, sound, lines, visual design and other forms of content uploaded through the product. , Dialogue, etc.) to authorize the rights of our app and its control the company's worldwide, free, non-exclusive, sublicensable (through multiple levels) rights (including but not limited

to reproduction rights, translation rights, compilation rights, information Network communication rights, adaptation rights and rights to make derivatives, performances and presentations, etc.), the scope of use of the above rights includes but is not limited to use on current or other websites, applications, products or terminal devices.

2.6 User acknowledges and agrees that our app has the right to use or otherwise develop the content (in whole or in part) on its own or licensed by third parties and related services in any promotion, promotion, advertising, marketing or research regarding the product.

2.7 For the avoidance of doubt, User understands and agrees that the rights granted above include the use, reproduction and display of personal images, likenesses, names, trademarks, service marks, brands, names, logos and companies that User owns or is licensed to use and embed in the Content. rights and licenses to the Marks, if any, and any other branding, marketing or promotional assets, materials, materials, etc.

2.8 You understand and agrees that the service experience of the product is constantly improving and updating the version of our app. If possible, we will prompt you by ways which including but not limited to system push, pop-up prompts in our app, etc. You have the right to choose to accept the update, If not accepted, some functions will be limited or no longer available. If you no longer need to use our products and its related services, you can choose to uninstall by yourself. Uninstall our app means that your data will no longer be retained on your phone or our servers, and users need to be responsible for any losses that may result therefrom

### **3. Privacy Policy**

Your privacy is important to us. We provide 'Privacy Policy' to make important disclosures about how we collect and use your information. We encourage you to read the policy carefully and use it to make informed decisions.

## **4. Ads**

4.1 The user understands and accepts that our app may include advertisements which is a reasonable and legal business model. And agrees to display the advertisements provided by our app and third-party suppliers and partners during the use of network services.

4.2 Our app and third-party partners will perform relevant obligations for the release of advertising information in accordance with the law, you should judge the authenticity of the advertising information by yourself and be responsible for your own judgment. Our app is not responsible for any loss or damage suffered as a result of the transaction or the content provided by the advertiser.

4.3 If you do not agree with the advertisement, you have the right to choose to stop using our app and related services. For the push notification service of our app, you have the right to close the service or stop using our app push notification service or stop using our app and its related services.

## **5. Third- part Services**

Our Services contain links, features or services provided by third-part service. We do not control such third-part services, and our app are not responsible for the content or functionality of such websites or services. We provide third-part service does not imply any

endorsement or association with its operator. The terms applicable to all uses of such third-party services will apply. We will not be responsible for anything you or the third-party service providers do as a result of your using their services. Please read carefully the terms of service of the third party services. After you use our app, it means you understand and accept its terms of service, and our app will not be responsible for any problems arising from it.

## **6. Change, Interruption and Termination of services**

6.1 We may amend these Terms from time to time, In such cases, we will take appropriate measures to inform you in accordance with the significance of the changes performed, for example, a pop-up or push notification within our app. Please remember to check and read the changes in it. Keep using our app means you understand and accept the new terms.

6.2 Due to the particularity of the network service, the user agrees that our app has the right to change, interrupt or terminate part or all of the network service or change the owner and operator of the network service at any time according to the business development situation without notifying the user, nor requiring any user or any third party assumes any responsibility;

6.3 We reserve the right, without notice and in our sole discretion and to termination your right to use our app. we are not responsible for any loss or harm related to your inability to use our app.

6.4 You have the right to fully and permanently remove the app from your mobile device at any time and terminate this agreement.

## **7. Intellectual property**

7.1 Our app have the full intellectual property rights of all versions, technologies, programs, materials, props and all information content (including but not limited to product functions, user interfaces, operating procedures, trademarks, patents, computer software works, etc.) . In no event shall a license to use the software be deemed to transfer any or all of its intellectual property rights to you. Any contents you download, use and other contents in our app are limited to your personal entertainment, study, research or appreciation use, and may not be used for any commercial purpose without our written consent.

7.2 Include but not limited: any text, pictures, graphics, audio and video materials contained in the network services provided by our app are protected by copyright, trademark or other property ownership laws. Without the consent of the relevant rights holders, the above materials shall not be used for for any commercial purpose.

7.3 All rights of contents and related services (including but not limited to images, photos, animations, videos, audio recordings, music, texts, additional programs, and accompanying help materials contained in our app) used by our app belong to our company, without the permission of our company, the user shall not reverse engineer, decompile or disassemble the software or other similar acts to obtain its source code. Otherwise, all the legal consequences arising therefrom shall be the responsibility of the user, and we will investigate the legal responsibility of the breaching party according to law

## **8. Disclaimer**

8.1 User agrees that we will be exempt from liability for losses caused by the following force majeure or other factors during use. Including but not limited to: political reasons, social environment, natural disasters, economic crisis, computer virus or hacker attack, server or system instability, your special location, any technical ability, network quality and communication lines, computer failure (hereinafter collectively referred to as 'Disclaimer').

8.2 User understands and agrees that our app cannot fully meet the user's usage requirements;

8.3 User understands and agrees that the product cannot be uninterrupted, timely, safe, reliable or error-free; any software, services or other materials obtained by the user through the product meet the user's expectations;

8.4 User reads, understands and agrees: Regarding the services of this agreement, the product does not provide any kind of express or implied warranties or conditions, including but not limited to commercial merchantability, suitability for specific purposes, etc. Your use of our app and related services of this agreement must be at your own risk.

8.5 User reads, understands and agrees that this agreement is to ensure compliance with national laws and regulations, maintain public order and good customs, and protect the legitimate rights and interests of others. The judgment of the agency and the administrative agency is consistent, and the user has understood and agreed to bear the consequences arising therefrom.

## **9. Others**



9.1 If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

9.2 This agreement constitutes the entire agreement between you and our products, and regulates your use of this service. When you use related services, content or software provided by third parties, you should also comply with the applicable additional terms and conditions.

9.3 We did not to exercise or enforce any rights or provisions of this agreement does not constitute a waiver of the aforementioned rights or rights.

9.4. The title of this agreement is for convenience only and has no legal or contractual effect.

Without the written authorization of the other party, the user shall not assign or transfer the rights granted by this agreement, or assign the designated responsibilities and obligations to others.

9.5. Our app has the final right to interpret this agreement.

## **10. Feedback**

If you have any questions about these terms or any feedback during use our app. please connect us by email: [parkyngary507@gmail.com].