

Terms of Use

Date of latest amendment: 1 July 2019

These are Terms of Use. They tell you: the rules for using our “Mobile application” (“PhotoTune”), your rights and responsibilities, other important conditions.

Please read these Terms of Use carefully before using “PhotoTune Mobile application”. “Terms of use” is agreement made by and between you and us (“Rightholder”/ “operator” of “Mobile application”) and has the legal effect as a legal contract. No one else has any rights to enforce its terms.

By accessing or using the “Mobile application” you agree to be bound by these Terms of Use. If you disagree with any part of the terms then you may not access or use “PhotoTune Mobile application”.

We may amend this agreement at any time by posting (placing) the amended Terms of Use on (into) our “Mobile application”. We may or may not post notices when such changes occur.

You agree that “Rightholder” or “operator” of “Mobile application” may at anytime at his own discretion set a fee, that should be paid by you “User” for using “Mobile application” and/or getting access to it and/or using any of the functionality of “Mobile application” including those, that are related to third parties. You agree that Rightholder” or “operator” of “Mobile application” doesn’t oblige to notify about the introduction or changing of such a fee.

You agree that in this agreement the following words and combinations of words are used at such sense (meaning):

“Mobile application” (“PhotoTune” or “PhotoTune Mobile application”) – means a software application (Software, a program, a computer program that includes any built-in content). The functional purpose of the software application (“PhotoTune”) is to give the “User” an opportunity to upload/download the image and place a task for a graphic processing “Specialist” to perform a retouching, correction or any other editing of uploaded image.

“Rightholder” or “operator” of “Mobile application” – means a citizen of Ukraine Kononenko Dmitry, who owns the exclusive rights for the object of intellectual property - “PhotoTune Mobile application”.

"Specialists" or "Specialist" means a person (persons) who can collaborate with "Rightholder" ("operator") of "Mobile application" for the purpose of processing the graphic images, uploaded by “Users” by built-in tools of “Mobile application”. "Specialists" ("Specialist") may receive remuneration for processing User’s graphic images by built-in tools of “Mobile application”.

“User” (“Users”) means a person (individual) who has installed the "Mobile application" on the appropriate technical device and use the "Mobile application", or otherwise has an access to the functionality of “Mobile application”.

1. Agreement and Execution

The content of this agreement (Terms of Use) includes main body of this agreement and various rules that have been posted or may be posted from time to time by “Rightholder”. All of the rules shall be an integral part of this agreement, and shall have the same legal effect as the main body of this agreement. Unless otherwise expressly provided.

You shall not claim to void or rescind this agreement on the ground that you did not read this agreement or you did not receive any respond from “Rightholder” or “operator” to your consultation. You hereby promise to accept and observe this agreement. If you do not agree to this agreement, you shall immediately stop registration/activation or stop using “Mobile application”.

2. Registration and Account

You hereby confirm that you are an individual person with full capacity for civil rights and civil conducts when you complete the registration or actually use “Mobile application” in any other way allowed by “Rightholder”.

If you do not have the said capacity, you and your guardian shall undertake all the consequences resulted therefrom, and “Rightholder” shall have the right to cancel or permanently freeze your registration account, and claims against you and your guardian for compensation.

“Rightholder” or “operator” will not take any responsibility and any loss, direct or indirect, and adverse consequence resulted therefrom will be borne by you.

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the terms of this Terms of Use.

You are responsible for safeguarding the password or other information that you use to access the Service and for any activities or actions under your password, whether your password is with our “Mobile application” or a third-party service.

3. Limited License

“Rightholder” grants you a non-exclusive, non-transferable, revocable license to access and use “Mobile application” in order for you to use its functionality, strictly in accordance with this Terms of Use.

4. Copyrights and Trademarks

Unless otherwise noted, all materials including without limitation, logos, brand names, images, designs video clips and written and other materials that appear as part of our “Mobile application” are copyrights, trademarks, service marks, trade dress and/or other intellectual property whether registered or unregistered (“Intellectual Property”) owned, controlled or licensed by “Rightholder”.

“Mobile application” as a whole is protected by copyright. Nothing in “Mobile application” should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Intellectual Property displayed or used in “Mobile application”, without the prior written permission of the Intellectual Property owner - “Rightholder”.

5. Links to Third-Party websites or mobile applications

“Mobile application” may contain links to websites or mobile applications owned or operated by parties other than “Rightholder” or “operator”. Such links are provided for your reference only. “Rightholder” or “operator” does not monitor or control outside websites or mobile applications and is not responsible for their content, privacy policies, or practices of any third party websites, mobile applications or services. You further acknowledge and agree that “Rightholder” or “operator” shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites, services or mobile applications.

We strongly advise you to read the terms and use and privacy policies of any third-party web sites, mobile applications or services that you visit.

6. Disclaimer

THE INFORMATION, MATERIALS, OTHER CONTENT AND FUNCTIONALITY IN OUR “MOBILE APPLICATION” ARE PROVIDED FOR YOUR REVIEW AND USE IN ACCORDANCE WITH THE NOTICES, TERMS OF USE SET FORTH HEREIN. THESE MATERIALS, CONTENT AND FUNCTIONALITY ARE NOT GUARANTEED OR REPRESENTED TO BE COMPLETE, CORRECT OR UP TO DATE. THESE MATERIALS, CONTENT AND FUNCTIONALITY MAY BE CHANGED FROM TIME TO TIME WITHOUT NOTICE.

No Warranties; Exclusion of Liability; Indemnification

OUR “MOBILE APPLICATION” IS OPERATED BY “RIGHTHOLDER” OR “OPERATOR” ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, “RIGHTHOLDER” OR “OPERATOR” SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT FOR OUR “MOBILE APPLICATION” AND ANY CONTRACTS AND SERVICES YOU RECEIVE THROUGH IT.

“RIGHTHOLDER” OR “OPERATOR” SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF OUR “MOBILE APPLICATION”, FOR SERVICES YOU RECEIVE THROUGH

OUR "MOBILE APPLICATION", FOR YOUR ACTION OR INACTION WITH OUR "MOBILE APPLICATION" OR FOR ANY DAMAGE TO YOUR COMPUTER (TELEPHONE, OTHER TECHNICAL DEVICE) OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR USING "MOBILE APPLICATION".

Your use of "Mobile application" is at your own risk. "Rightholder" ("operator") and any of its contractors, who participated in providing the functionality of "Mobile application" expressly disclaim any warranty.

"Rightholder" ("operator") is not responsible for actions or inactions of the third persons (including "Specialists") during applying "Mobile application" by "User".

"Rightholder" ("operator") is not responsible for execution, unfulfillment or inadequate execution of the User's tasks by "Specialists".

It is prohibited for "Users" to upload/download using the "Mobile application" pornographic images or any other images which violate the law of Ukraine or generally accepted rules of conduct. "Rightholder" ("operator") has right to remove such images with no warnings. In case of "User" violations of these requirements (or any other requirements of these Terms of Use), "Rightholder" ("operator") is not liable to "User" or any third parties.

"Rightholder" ("operator") at any time and without any explanation may restrict the functionality of "Mobile application" and the right to use the "Mobile application", prohibit and / or refuse the accommodation of posting tasks and / or downloading/uploading User's images.

"Specialists" without any warnings and any legal consequences may refuse to perform the User's tasks. The occurrence of such case does not entail any legal consequences for "Rightholder" ("operator") or "Specialists".

Rightholder ("operator") is not responsible for negative consequences of hacking the "Mobile application" or any other illegal intervention made by third persons.

Rightholder ("operator") is not an agent or intermediate between "User" and "Specialist." "Mobile application" ensures the functioning of the information platform for "Users" in accordance with the abovementioned "Mobile application" functional purpose.

"Specialists", executing the "User's" tasks, placed with the help of "Mobile application", are not responsible for any possible violation of any rights or interests of third parties that may occur as a result of the execution of "User's" tasks.

The User is responsible for any possible violation of third parties copyright during using the "Mobile application". "User" undertakes to resolve all possible disputes with the third parties by himself, that are result of uploading images or posting tasks using this "Mobile application".

"Mobile application" is intended solely for your personal use. You ("User") do not have the right to use the "Mobile application" for any commercial or other similar purpose.

Persons under the age of 16 do not have right to use the "Mobile application." "Rightholder" ("operator") is not responsible for using the "Mobile Application" by persons under the age of 16 years.

"User" is required to use "Mobile application" exclusively for its functional purpose.

Using the "Mobile application" for its functional purpose is not the provision of services (works) and does not engender the relevant relationships.

The relationships between you and "Rightholder" or "operator" during time you using the "Mobile application" are copyright relationships.

7. Governing Law

These Terms of Use shall be governed and construed in accordance with the laws of Ukraine, without regard to its conflict of law provisions. Only Ukrainian courts can make judgments about them.

Our failure to enforce any right or provision of these Terms of Use will not be considered a waiver of those rights. If any provision of these Terms of Use is held to be invalid or unenforceable by a court, the remaining provisions of these Terms of Use will remain in effect.

We reserve the right, at our sole discretion, to modify or replace these Terms of Use at any time. If a revision is material we will try to provide at least 30 days notice prior to any new Terms of Use taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our "Mobile application" after those revisions become effective, you agree to be bound by the revised Terms of Use. If you do not agree to the new Terms of Use, please stop using "Mobile application".

8. Termination

We may terminate or suspend access to our "Mobile application" immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms of Use.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms of Use.

Upon termination, your right to use "Mobile application" will immediately cease. If you wish to terminate your account, you may simply discontinue using "Mobile application".

All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. Privacy Policy

“Rightholder” or “operator” may announce and amend its Privacy Policy on the platform of “Mobile application” from time to time and the Privacy Policy shall be an integral part of this agreement.

As we said earlier, read these terms before using our “Mobile application”. When you use our “Mobile application” (any possible functionality or content provided by our “Mobile application”), you’re agreeing to: 1. These Terms of Use; 2. Our Privacy Policy; 3. Any other terms we’ve let you know about.

And those things replace all previous agreements between you and us about using our “Mobile application” (any possible functionality or content provided by our mobile application).

“PhotoTune Mobile application” is made available to you by Kononenko Dmitry.

Contact us:

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