

Terms of Service of PhotoGrid

Last Updated: 2025/06/27

1. Introduction

Welcome to **PhotoGrid**, a photo and video collage application and website operated by **FOP Popova Oleksandra Serhiivna**, registered in Ukraine (Tax ID: 3410604421). These Terms of Service ("Terms") govern your access to and use of the PhotoGrid mobile application, website <https://photogrid.club>, and any related services (collectively, "the Service").

By downloading, installing, or using PhotoGrid, you agree to be bound by these Terms, as well as our **Privacy Policy**, which explains how we handle your information. If you do not agree with these Terms, you must not access or use the Service.

The Service is designed to provide users with easy-to-use tools for creating, editing, and sharing photo and video collages, applying filters, templates, and visual effects. While we encourage creativity, all use of PhotoGrid must comply with applicable laws and respect the rights of others.

We reserve the right to modify or update these Terms at any time. Updated versions will be published on our website and will take effect immediately upon posting. Continued use of PhotoGrid following any updates constitutes acceptance of the revised Terms.

These Terms represent a legally binding agreement between you (the user) and **FOP Popova Oleksandra Serhiivna** regarding your use of the Service.

2. Eligibility and User Requirements

To use PhotoGrid, you must meet the following conditions:

1. **Minimum Age:**

You must be at least **13 years old** (or the minimum age of digital consent in your country) to use the Service. Users under this age may only use PhotoGrid under parental or guardian supervision and with explicit consent.

2. **Legal Capacity:**

You must have the legal authority to enter into a binding agreement under applicable laws. If you use the Service on behalf of an organization, you confirm that you have the authority to bind that organization to these Terms.

3. **Account Responsibility:**

If you create an account or use any feature requiring login, you are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your account. You must immediately notify us of any unauthorized access or breach of security.

4. **Device and Software Requirements:**

You are responsible for ensuring that your device meets the necessary technical requirements to operate the PhotoGrid app. Compatibility and performance may vary depending on device model and operating system version.

5. **Compliance with Laws:**

You agree to use PhotoGrid in full compliance with all applicable local, national, and international laws, as well as Google Play policies. Any use involving illegal activity, copyright infringement, or harassment is strictly prohibited.

We reserve the right to restrict or terminate access to users who violate these eligibility requirements or engage in misuse of the Service.

3. **Description of the Service**

PhotoGrid is a photo & video collage editor offered as a mobile application and a website at <https://photogrid.club>. The Service enables users to:

- combine photos and clips into collages and layouts;
- apply filters, fonts, frames, stickers, and templates;
- perform basic retouching, background replacement, and color adjustments;
- export creations to device storage or share to social platforms.

Service model. PhotoGrid operates on a **freemium** basis. Core features are free; advanced features (e.g., premium templates, HD export, extended font library, AI-assisted tools, priority support) are available via a **paid subscription** processed exclusively through **Google Play Billing**. We do not access or store full payment card data.

Availability & updates. Features may vary by device, OS version, and region. We may release updates, patches, or design changes to enhance security, performance, or usability. Some updates are mandatory to keep the Service functional and compliant with platform policies.

Content handling. Your creations remain **your property**. Temporary processing (e.g., AI enhancement, caching for export) is limited to what is necessary to provide functionality and follows our **Privacy Policy**. We do not publish your content for marketing without your explicit consent.

Third-party services. Certain functionalities rely on vetted providers (e.g., Firebase for diagnostics, Google Play for payments). Such providers act under their own terms and privacy policies and are contractually bound to protect data.

Support. We provide user support via **help@photogrid.club**. Response times may vary depending on volume and complexity.

4. User Responsibilities and Acceptable Use

By using PhotoGrid, you agree to act lawfully, respectfully, and in line with these Terms.

4.1 Your Responsibilities

- **Account & security.** Keep login credentials confidential and secure your device. Notify us promptly of suspected unauthorized access.
- **Accuracy.** Provide true, current information in any forms or communications.
- **Backups.** Maintain backups of important media; we are not a permanent storage service.
- **Compliance.** Follow all applicable laws, platform rules (e.g., Google Play), and third-party rights.

4.2 Acceptable Use Rules

You **must not**:

1. **Infringe rights:** upload or create content that violates copyright, trademarks, privacy, publicity, or other third-party rights; use unlicensed assets or likenesses without permission.
2. **Post illegal or harmful content:** including defamatory, obscene, exploitative, hateful, discriminatory, or otherwise unlawful materials.
3. **Target or endanger minors:** do not solicit, profile, or share content involving minors in unsafe or illegal ways.
4. **Abuse the Service:** spam, phish, distribute malware, bypass security, probe/scan systems, perform DDoS, or interfere with normal operation.
5. **Circumvent payments or limits:** avoid, disable, or tamper with subscription checks, ads, quotas, watermarks, or access controls.
6. **Reverse engineer or scrape:** decompile, disassemble, extract source, automate requests, or harvest data without written consent.
7. **Misrepresent identity:** impersonate others, create accounts without authorization, or falsely claim affiliation.
8. **Unapproved commercial use:** resell access, sublicense, or offer paid editing services **through** PhotoGrid unless we provide written authorization.
9. **Manipulate metrics or ads:** generate fraudulent impressions/clicks, run scheme traffic, or otherwise game analytics.

4.3 Enforcement

We may remove content, restrict features, suspend or terminate accounts **without refund** for violations of these Terms or applicable law, and may report serious abuse to platform providers

or authorities. We may preserve and disclose information when legally required or necessary to protect users and our Service.

4.4 Feedback

Suggestions you submit may be used to improve PhotoGrid without obligation to compensate you. Using PhotoGrid means respecting creativity — both yours and that of others. These rules exist to protect the community, ensure legality, and maintain the stability of the Service.

5. User Content and Intellectual Property Rights

5.1 Ownership of User Content

All photos, videos, collages, and other creative materials that you create or upload while using **PhotoGrid** remain **your exclusive property**. We do not claim ownership of your original works. You retain all copyrights and related rights in the content you produce through the app.

When you use features such as AI enhancement, template application, or export, your files are processed temporarily to deliver the requested functionality. These files are **not stored permanently** and are automatically deleted from temporary servers once processing is complete.

By sharing or submitting content within PhotoGrid (e.g., when you voluntarily post your creation to a public gallery or social feature, if available), you grant us a **limited, non-exclusive, royalty-free, worldwide license** to display and distribute that content within the scope of the Service, solely for the purpose of providing and improving user experience. This license automatically ends once you delete the content or your account, unless retention is legally required.

You are solely responsible for your content, including ensuring that it does not infringe any intellectual property or privacy rights of others. We reserve the right to remove or disable access to any material that violates these Terms or applicable law.

5.2 Intellectual Property of PhotoGrid

All elements of the Service — including but not limited to design, logos, user interface, templates, icons, AI models, source code, and documentation — are the **intellectual property of FOP Popova Oleksandra Serhiivna** and are protected by copyright, trademark, and international intellectual property laws. No rights or ownership are transferred to you except as explicitly granted in these Terms. Unauthorized copying, distribution, modification, or resale of any part of the Service is strictly prohibited.

6. License to Use the Service

Subject to your compliance with these Terms, we grant you a **limited, non-exclusive, non-transferable, revocable license** to download, install, and use PhotoGrid on your personal device for lawful, non-commercial purposes.

This license does **not** grant you the right to:

1. Reverse engineer, decompile, or disassemble any part of the app;
2. Modify, reproduce, or distribute PhotoGrid or any of its assets for resale or integration into another product;
3. Use the Service to provide third-party editing services or to develop a competing product;
4. Remove or alter any copyright, watermark, or attribution notices within the app or its output.

You may, however, freely use the collages and videos you create with PhotoGrid for personal or professional projects (e.g., social media posts, marketing materials, or digital portfolios), provided that such use complies with applicable laws and does not misrepresent affiliation with PhotoGrid.

We reserve the right to revoke or suspend this license if you violate these Terms, misuse the Service, or engage in unlawful activity. Upon termination, you must delete all copies of the app and related materials.

7. Paid Features and Subscriptions

7.1 Overview

PhotoGrid operates on a **freemium model**, allowing users to access a basic set of tools at no cost while offering additional premium features through a subscription plan (“Premium Subscription”). The Premium Subscription unlocks advanced functionalities such as:

- high-resolution exports and watermark removal;
- AI-assisted retouching and background editing;
- access to exclusive templates, filters, fonts, and design assets;
- priority updates and faster processing.

All purchases and renewals are handled exclusively through **Google Play Billing**. We do not collect or store your payment card information — all transactions are processed by Google in accordance with its own **Google Payments Terms of Service** and **Privacy Policy**.

7.2 Subscription Period and Renewal

Subscriptions are available on a **monthly or annual basis** and are set to **auto-renew** by default. You may cancel your subscription at any time via your Google Play account settings before the next billing cycle to avoid automatic renewal.

After cancellation, you will continue to have access to Premium features until the end of the current paid period. Upon expiration, your account automatically reverts to the free plan without loss of your projects or files.

7.3 Pricing and Changes

Prices for subscriptions are displayed in your local currency and may vary based on region, taxes, or promotional offers. We reserve the right to modify pricing, add new plans, or introduce promotional discounts, but any changes will apply **prospectively** — never retroactively. Existing subscribers will be notified in advance of any significant pricing adjustments.

7.4 Trials and Promotions

Occasionally, PhotoGrid may offer limited free trials or special promotions. These are subject to change or termination at any time. If you do not cancel your trial before it ends, it will automatically convert to a paid subscription at the standard rate.

All billing inquiries related to subscriptions must be handled directly through **Google Play support**, as payments are processed exclusively within their ecosystem.

8. Refund Policy

8.1 General Policy

All purchases made through **Google Play** are subject to **Google Play's refund terms and policies**. PhotoGrid itself does not process refunds directly. Users must request refunds through their Google Play account or the Google Support portal within the applicable refund window.

8.2 Eligibility for Refunds

Refunds are generally granted in the following cases:

- accidental or duplicate purchases;
- technical issues preventing access to Premium features despite valid payment;
- billing errors verified by Google Play.

If your refund request meets Google's eligibility criteria, the funds will be returned automatically to your original payment method.

8.3 Non-Refundable Situations

Refunds are **not available** for:

- partial subscription periods or unused time after cancellation;
- dissatisfaction with features available in the free plan;
- issues caused by device incompatibility or user error.

Once a subscription period has started and the service is functional, no prorated refunds are issued.

8.4 Assistance

If you encounter payment or access issues, please contact our support team at help@photogrid.club. We will assist you in verifying your subscription status and guiding you through the Google refund process if applicable.

We strive to handle every case with fairness and transparency, while adhering to Google Play's transaction framework and applicable consumer protection laws.

9. Termination of Service

9.1 Termination by the User

You may stop using **PhotoGrid** at any time by deleting the app from your device or discontinuing use of the website <https://photogrid.club>. If you have an active Premium Subscription, you can cancel it through **Google Play** to prevent future billing. Account data related to purchases will remain accessible in your Google Play history in accordance with Google's policies.

9.2 Termination by PhotoGrid

We reserve the right to **suspend, restrict, or permanently terminate** access to the Service at our discretion if:

- you violate these Terms or applicable law;
- you misuse PhotoGrid (e.g., distribute prohibited content, engage in fraud, or exploit security vulnerabilities);
- continued access poses a security, technical, or legal risk.

Where feasible, we will provide prior notice and an explanation before termination. However, in cases involving fraud, abuse, or legal necessity, termination may occur immediately without prior notice.

9.3 Effects of Termination

Upon termination, your license to use the app automatically ends. You must delete all copies of PhotoGrid from your devices. Termination does not relieve you of obligations accrued before termination, such as unpaid fees or liabilities for violations of these Terms.

User-generated content that remains stored locally on your device is unaffected. However, any content hosted on our servers (e.g., temporary uploads for processing) may be deleted and cannot be recovered after termination.

9.4 Survival of Terms

Certain provisions — including but not limited to **Intellectual Property, Indemnification, Limitation of Liability, Dispute Resolution, and Governing Law** — shall survive termination and remain enforceable.

10. Third-Party Services and Integrations

10.1 Use of Third-Party Providers

To ensure stability and performance, **PhotoGrid** integrates third-party technologies and services, such as:

- **Google Play Billing** — for secure payment processing;
- **Firebase Analytics & Crashlytics** — for performance monitoring and bug diagnostics;
- **Google Cloud Services** — for infrastructure and temporary content processing.

These third-party providers act as **data processors** and operate under their own privacy and service policies, which comply with international standards like **GDPR** and **ISO 27001**.

10.2 No Endorsement or Control

PhotoGrid is not responsible for the availability, accuracy, or behavior of third-party services. Accessing or using those services is at your own discretion and subject to their respective terms and policies.

10.3 External Links and Integrations

The app and website may contain links to external content (e.g., tutorials, social media pages, or stores). These links are provided for informational purposes only. We do not control or endorse external sites and are not responsible for their content, actions, or data collection practices.

10.4 User Responsibility

When using third-party features or linking your account with other platforms, you assume responsibility for any data shared through those integrations. We recommend reviewing each provider's policies before enabling such connections.

10.5 Disclaimer

While we carefully select our partners, we cannot guarantee the uninterrupted availability or flawless operation of third-party components. Disruptions or changes in their terms may temporarily affect certain PhotoGrid functions.

11. Disclaimers and Limitation of Liability

11.1 General Disclaimer

The **PhotoGrid** app and website are provided on an “**as is**” and “**as available**” basis. While we strive to ensure the best possible performance and reliability, we do not guarantee that the Service will be **error-free, uninterrupted, or compatible** with every device, operating system, or network condition. You acknowledge that the use of PhotoGrid is at your own discretion and risk.

11.2 No Warranties

We make **no express or implied warranties**, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, data accuracy, or continuous availability. All materials, templates, and effects are provided for creative use “as is.” We do not guarantee specific outcomes or results from using the Service, nor do we warrant that PhotoGrid will meet every individual user’s expectations.

11.3 Technical and External Factors

Temporary interruptions may occur due to maintenance, software updates, or third-party outages (e.g., Google Play or Firebase). We are not responsible for damages arising from such disruptions, provided they are not caused by intentional misconduct or gross negligence.

11.4 Limitation of Liability

To the fullest extent permitted by applicable law, **FOP Popova Oleksandra Serhiivna**, its employees, and affiliates shall not be liable for:

- indirect, incidental, consequential, or punitive damages;
- loss of data, income, reputation, or business opportunities;
- device malfunctions or incompatibilities;
- unauthorized access or data breaches beyond our reasonable control.

In jurisdictions that do not allow certain exclusions or limitations of liability, our responsibility shall be limited to the **amount you paid (if any)** for the Service during the preceding **12 months**.

11.5 User Responsibility

You are solely responsible for ensuring that your use of PhotoGrid complies with local laws and does not infringe upon any third-party rights. Your creations and actions within the app are entirely under your control.

12. Indemnification

You agree to **defend, indemnify, and hold harmless FOP Popova Oleksandra Serhiivna**, her employees, partners, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney’s fees) arising from or related to:

1. Your violation of these Terms or any applicable law;

2. Your misuse of the Service or unauthorized activities;
3. Content or materials created, uploaded, or distributed through your use of PhotoGrid that infringe upon third-party rights;
4. Any dispute or claim between you and another user, or between you and a third party, arising out of your use of PhotoGrid.

We reserve the right, at our own expense, to assume exclusive defense and control of any matter subject to indemnification by you. In such cases, you agree to cooperate fully in asserting any available defenses.

This clause ensures fairness and accountability: users remain responsible for their actions and content, while we remain transparent and cooperative in resolving legitimate disputes.

13. Governing Law and Jurisdiction

These Terms of Service and any dispute or claim arising from them shall be governed by and construed in accordance with the **laws of Ukraine**, without regard to its conflict of law principles.

By using **PhotoGrid**, you agree that any legal action or proceeding related to these Terms shall be brought exclusively before the **competent courts of Ukraine**, located in **Dnipro or Kyiv**, depending on jurisdictional competence.

If you access the Service from outside Ukraine, you are solely responsible for ensuring compliance with local laws. Use of PhotoGrid is not permitted in jurisdictions where its operation or these Terms would violate applicable law.

We aim to resolve all issues in good faith and encourage users to contact us directly before pursuing any formal proceedings. Most technical or contractual issues can be quickly and fairly resolved through open communication.

Nothing in this section limits your mandatory rights under consumer protection laws in your country of residence, if applicable.

14. Dispute Resolution

14.1 Informal Resolution

Before initiating formal dispute proceedings, we encourage users to first contact our support team at **help@photogrid.club** with a detailed description of the issue. We will make every reasonable effort to resolve the matter informally within **30 calendar days**. This process helps maintain transparency and avoids unnecessary legal escalation.

14.2 Arbitration Option (if applicable)

If the dispute cannot be resolved informally, and both parties agree, it may be submitted to **binding arbitration** in accordance with Ukrainian arbitration rules or a mutually agreed neutral forum.

Arbitration shall be conducted in English or Ukrainian, depending on the parties' preference, and the decision shall be final and binding. Each party shall bear its own legal costs unless otherwise ordered by the arbitrator.

14.3 Court Proceedings

If arbitration is not pursued, disputes shall be resolved in the competent **civil or commercial courts of Ukraine**, as stated in Section 13. Nothing in these Terms prevents either party from seeking immediate equitable relief (such as an injunction) when necessary to protect intellectual property or prevent misuse of data.

14.4 Good Faith and Cooperation

We are committed to fairness, transparency, and cooperation in any dispute process. By agreeing to these Terms, both parties acknowledge their intent to resolve disagreements professionally and with mutual respect before resorting to formal legal actions.

15. Changes to the Service

15.1 Service Evolution

We are constantly improving and updating **PhotoGrid** to enhance performance, introduce new features, and maintain security. Accordingly, we reserve the right to modify, suspend, or discontinue any part of the Service at any time, with or without prior notice, provided that such changes do not materially affect users' acquired rights (for example, active subscriptions).

15.2 Notice of Material Changes

When significant changes occur — such as the introduction of new premium tiers, updates to core functionality, or modifications to legal terms — we will notify users through one or more of the following methods:

- in-app notification or pop-up;
- update on our official website <https://photogrid.club>;
- email notice (if you have contacted us previously).

Continued use of PhotoGrid following such updates constitutes your acceptance of the modified Service. If you disagree with any changes, you may discontinue use of the app and cancel your subscription before the next billing cycle.

15.3 Updates and Compatibility

From time to time, we may release updates, bug fixes, or new versions of the application to comply with **Google Play** policies or system requirements. Some updates may be mandatory to

ensure continued access to the Service. We are not responsible for reduced functionality if updates are declined or delayed by the user.

Our ongoing commitment is to deliver a stable, secure, and modern editing experience while balancing innovation with user trust.

16. Force Majeure

16.1 Definition

Neither party shall be held liable for failure or delay in performing any obligation under these Terms if such failure or delay results from circumstances beyond their reasonable control (“Force Majeure”).

These circumstances include, but are not limited to:

- natural disasters (earthquakes, floods, fires, storms);
- war, armed conflict, or terrorism;
- government restrictions or regulatory actions;
- strikes, labor disputes, or power outages;
- large-scale internet or infrastructure failures;
- pandemics, epidemics, or similar emergencies.

16.2 Effect of Force Majeure

During a Force Majeure event, the affected party’s obligations shall be temporarily suspended to the extent that performance is hindered. We will make reasonable efforts to mitigate the effects of such events and to restore normal operation of the Service as soon as possible.

16.3 Notification

If we become aware of circumstances constituting Force Majeure, we will promptly notify users through our website or in-app announcements, providing available details about the event and estimated impact.

16.4 No Waiver

Force Majeure does not relieve either party of its obligations arising before the event nor does it excuse payment obligations already incurred. Once the event subsides, all obligations resume as normal.

This clause exists to ensure fairness in extraordinary situations and underscores our commitment to maintaining transparency even under unforeseen global or technical disruptions.

17. Severability and Entire Agreement

17.1 Severability

If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a court or competent authority, such provision shall be modified to the minimum extent necessary to make it enforceable, while preserving its original intent. If modification is not possible, the invalid provision shall be deemed deleted, and the remaining provisions shall continue in full force and effect. This ensures that the overall agreement remains legally valid even if a specific clause becomes unenforceable under certain jurisdictions.

17.2 Entire Agreement

These Terms of Service, together with our **Privacy Policy**, constitute the **entire agreement** between you and **FOP Popova Oleksandra Serhiivna** regarding your use of PhotoGrid and supersede all prior communications, understandings, or agreements — whether oral or written — relating to the subject matter herein.

Any failure by us to exercise or enforce a right or provision of these Terms shall not constitute a waiver of such right or provision. Headings in this document are provided for convenience only and do not affect interpretation.

17.3 Assignment

You may not assign, sublicense, or transfer any rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations under these Terms, in whole or in part, to a successor entity or acquirer, provided that such transfer does not diminish your legal protections or rights as a user.

18. Contact Information

If you have any questions, feedback, or concerns regarding these Terms, or if you need to exercise any rights under applicable law, you may contact us using the details below:

Legal Entity: FOP Popova Oleksandra Serhiivna

Tax Identification Number (TIN): 3410604421

Registered Address: 106 Vidrozhennia Avenue, Apt. 39, Kamianske, Dnipropetrovsk Region, 51938, Ukraine

Email: help@photogrid.club

Website: <https://photogrid.club>

Phone: +380 68 917 7032

We typically respond to legitimate inquiries within **30 calendar days**. Our goal is to resolve questions efficiently, respectfully, and transparently — maintaining an open dialogue with our users and ensuring that every interaction reflects the same trust and professionalism that underpin PhotoGrid itself.