

Terms of Service

This is an Agreement between you and SwapLine LLC, having registered address at Kazarmennyi Ln, 6, Chernivtsi, Chernivets'ka oblast, 58000, Ukraine, ("PhotoTwist", "Phototwist ", "Photo-twist.com", "we", "us" or "our") that describes the Terms of Service ("Terms") with respect to your access to and use of content, reports, documents, products, and online services (referred to collectively as the "Services") we make available through photo-twist.com (the "Website", "Our site", "Service", "Site"). Please take the time to read the Agreement carefully as it governs your use of the Site and Services.

By using our Website, including but not limited to signing in PhotoTwist service, you agree to fully comply with and be bound by our Legal Terms. Please review them carefully. Installing the code on your site with the further collection of subscribers is a confirmation of the fact that you assume the responsibility for all actions on the Website and the consequences of using the PhotoTwist service associated with the work of its scripts and functions within the framework of your site. If you do not accept our Legal Terms, do not access and use our Website. If you have already accessed our Website and do not accept our Legal Terms, you should immediately discontinue use of our Website.

The last update to our Terms of Service was posted on 21.11.2020.

General Terms

Our Legal Terms shall be treated as though it were executed and performed Europe and shall be governed by and construed in accordance with the laws of Europe, without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or

is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of PhotoTwist under our Legal Terms shall survive the termination of our Legal Terms.

PhotoTwist provides you with a limited, non-exclusive, non-transferable, personal and non-assignable permission to use the Site. Accordingly, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose. You must not obscure, alter, remove or delete any copyright or other proprietary notices contained in the Services. You will not copy, modify, adapt, translate or otherwise create derivative works of any of the Services obtained from the Site. You warrant that you will not attempt or assist others to attempt or actually reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the software. You agree to comply with all applicable laws and regulations in your use of and access to the Site and Services.

What are the basics of using PhotoTwist Products?

You may be required to sign up for an account, and select a password and username ("PhotoTwist User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your PhotoTwist User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

By registering to Website you agree to receive emails, including but not limited to: newsletter, product updates, opportunities. You will be able to unsubscribe from each group.

Payment for services

A payment conducted in your personal account of Website via billing system is the evidence of providing the services to the User by Service in full scope, acceptance thereof and the confirmation of mutual settlements between Parties, including the absence of any claims and requirements from the User for the previous periods.

Cancellation policy for paying customers

A customer can cancel subscription anytime using the payment service, he's used for ordering the subscription. No refunds or credits for partial months or years of service will be made to a customer upon cancellation.

You are restricted from using the Service for any other usage, including:

- Use the Services in any way that harms PhotoTwist, its affiliates, resellers, distributors, customers, service providers and/or suppliers, as determined by PhotoTwist in its sole discretion;
- Use the Services in any manner that could damage, disable, overburden, or otherwise harm the Services and/or Site or interfere with any other party's use and enjoyment of the Services and/or Site;

- Use the Services in any manner that violates or infringes the rights of any third parties, including without limitation copyright, trademark, patent publicity, or other proprietary rights;
- Assign, syndicate, resell or otherwise transfer or make available information obtained via the Service to third parties (unless you have specific written agreement with PhotoTwist for this).

YOU ACKNOWLEDGE AND AGREE THAT IN CASE WE DETECT MULTIPLE ACCOUNTS OR/AND PROMOTION PLANS ESTABLISHED FOR ONE PERSON, WE AT OUR SOLE DISCRETION MAY, WITHOUT WARNING AND REFUND, TERMINATE SUCH MULTIPLE ACCOUNTS OR/AND PROMOTION PLANS.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. PhotoTwist reserves the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to canceling your Member account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

Intellectual Property

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such service marks/trademarks, without the prior written permission of the corresponding service mark/trademark owner. Our Website is also protected under international copyright laws. The copying, redistribution, use or

publication by you of any portion of our Website is strictly prohibited. Your use of our Website does not grant you ownership rights of any kind in our Website.

Links to Other Websites

Our Website may contain links to third-party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third-party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third-party websites. PhotoTwist has no control over the legal documents and privacy practices of third-party websites; as such, you access any such third-party websites at your own risk.

If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@photo-twist.com.