

Fotor Design

Terms of Service

BEFORE THE USE OF ANY FOTOR SERVICE, YOU ARE REQUIRED TO READ, UNDERSTAND AND AGREE TO THESE TERMS. YOU MAY ONLY CREATE AN ACCOUNT AFTER HAVING READ AND ACCEPTED THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE CONDITIONS SET FORTH IN THIS DOCUMENT, PLEASE REFRAIN FROM USING OUR PRODUCTS AND SERVICE.

The following terms govern the contractual relationships between you and Chengdu Everimaging Science & Technology Co., Ltd. (hereinafter, “**Fotor**” or “**Everimaging**”). Fotor reserves the right to modify or discontinue, temporarily or permanently, the Terms of Service in whole or in part with or without notice at any time. User agrees that Fotor shall not be liable to them or to any third party for any modification, suspension or discontinuance of service. Please also read Fotor’s [Privacy Policy](#) which details how Fotor securely handles your personal information. Fotor reserves the right to change the Terms of Service, so check back to view these terms periodically for changes.

1. Definition

The following definitions shall apply in these terms:

1.1 “**Fotor Service**”: service operated by Everimaging, available

(1) as web applications (hereinafter, collectively as “**Website**”) at www.fotor.com (Global Website), at www.fotor.com.cn (Chinese Website) and at www.pxbee.com (PxBee Website) ;

(2) as desktop application (hereinafter, “**Desktop App**”) at Mac Store, at Microsoft Store, at any other PC app store or at Global Website;

(3) as mobile application at Apple App Store, at Google Play or at any other mobile app store (hereinafter, “**Mobile App**”).

1.2 “**Service**”: unless otherwise specified, “**Service**” in these terms means the service available at “Fotor Design” (Desktop App).

1.3 “**User**” or “**you**”: any natural person, legal entity or legally responsible partnership who accesses Service, with or without registration.

1.4 “**Fotor Design Templates**” (or abbreviated as “**Templates**”): elements made available at Fotor Desktop App for User to apply in a Final Work, including but not limited, graphic layouts, original typographic styles, color schemes, bitmaps, vector graphics.

1.5 “**Creative Images**”: graphics provided on Fotor Desktop App, from Fotor and/or its affiliates or partners, which User can apply directly to a Design Project within Fotor Design Templates.

1.6 “**Fotor Design Resource**” (or abbreviated as “**Design Resource**”): Fotor Design Templates and Creative Images are collectively referred to as “Fotor Design Resource” or “Design Resource”.

1.7 **“Subscription”**: an additional agreement made between User and Fotor, which requires User to pay in advance for access or license of Design Resource and software features for a specific period of time. Subscription includes Fotor Pro and Fotor Pro+.

1.8 **“Subscription Period”**: one month or twelve months, depending on the specific Subscription that User chooses. Usually, a Subscription will start on the day of successful payment (**“Payment Date”**) and end on the same day of the next month or of the next year. Exceptionally, if User’s Payment Date is on the 29th, 30th or 31st of a month, while there is no same day next month or next year, Subscription will end on the last day of the next month or on the 28th February next year.

1.9 **“Subscriber”**: User who has purchased a valid Subscription.

1.10 **“Recurring Billing”**: a payment model widely seen in subscription business to charge User on a regular billing schedule. In Fotor’s case, Recurring Billing is based on Subscription Period. Unless User voluntarily cancels Subscription or withdraws permission, Fotor will charge User at the end of each Subscription Period.

1.11 **“Design Project”**: an uncompleted design work generated by User in combination of Design Resource and software features within Service. Design Project is an intermediate form of a Final Work and may contain steps of operation. It’s saved on Fotor web server or as a local temp file and hasn’t been downloaded or exported by User.

1.12 **“Final Work”**: an end product or design work that has been created by or on behalf of User using User’s own creative elements, independent skills and effort, in addition with Fotor Design Resource and/or Fotor software features and that has been downloaded or exported as non-editable picture or PDF file.

1.13 **“Commercial Use of Final Work”** (or abbreviated as **“Commercial Use”**): the use of the Final Work in connection with the operation of a business and/or any advertorial use. For the avoidance of doubt, a Commercial Use does not allow any sublicensing.

1.14 **“Personal Use of Final Work”** (or abbreviated as **“Personal Use”**): the use of the Final Work in connection with personal non-profit purpose. For the avoidance of doubt, Personal Use shall not include any use for commercial purposes. It’s only applicable to natural persons.

1.15 **“Embedded Resale”**: means incorporating any Creative Image and/or Template containing a Creative Image into the merchandise for sale or distribution (except for “print on demand”), including clothing, magnets, posters, online or paper greeting cards, mugs or T-shirts, provided the merchandise contains text or written words and the Creative Image and/or the Template containing the Creative Image constitutes only part of the whole value in the merchandise. For the avoidance of doubt, resale / distribution of any Creative Image and/or Template containing a Creative Image on a standalone basis (e.g. as artwork on a wall) does not belong to Embedded Resale but is deemed as sublicensing which is prohibited.

2. Service Registration

2.1 In order for User to enter the Service, User needs to register for a Fotor account and provide information which include their email address and a password. User can also register with their Facebook profile.

2.2 As per local laws and regulations, User may be required to provide further information, including personal data, to perform certain service that is obliged to identify the User.

2.3 The Fotor account is to be secured with a password. User shall take all necessary steps to ensure that the password is kept confidential. User is obliged to notify Fotor (support@fotor.com) without any undue delay if there are signs of misuse of their Fotor account by any third party.

2.4 User is not authorized to grant the use of the Fotor account opened in his/her name to any third party. Particularly, you are not allowed to 1) share your Fotor account with others, or 2) lending your Fotor account to others, or 3) selling the right to use your Fotor account (hereinafter, collectively referred to as "**Unauthorized Access**"). User is not authorized to grant the use of the Fotor account opened in his/her name to assist any third party to obtain any software features and/or Design Resource from Fotor (hereinafter referred to as "**Contributory Copyright Infringement**"). User understands that in the case of Unauthorized Access or Contributory Copyright Infringement, Fotor shall be entitled to revoke all licenses previously granted to User and to recover against such User all loss, damages, costs and charges.

2.5 Unauthorized Access may also result in infringement on intellectual property rights of a third party other than Fotor. In the event of such third-party claims against you, Fotor cannot verify from system record through the account information therefore will not provide you with any authorization certificate or any other form of assistance to hold you harmless. In this case, you shall assume all liabilities on your own.

2.6 Fotor has the right to block Users' Fotor account temporarily or permanently if there are reasons for Fotor to believe that Users violate these Terms, any third-party rights or any applicable law(s). In the event of permanent blocking or deletion, User is not entitled to open up a new Fotor account or to use any other existing account and Fotor shall not refund any fees to User. Fotor shall be entitled to recover against such User all loss, damages, cost and charges.

2.7 User can delete their Fotor account following instructions in the Help Center (help.fotor.com).

2.8 Particularly, please be noted that deletion of Fotor account will result in deletion of data/Content associated with this account. Meanwhile, User agrees that deletion of Fotor account does NOT: 1) exempt User from any fees owed to Fotor; 2) exempt User from other liability or obligation.

3. Content

3.1 All Content shall comply with local laws/regulations, respect third-party rights and follow commonly accepted social norms.

3.2 By using the Service, User agrees that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who has generated, transmitted, shared or posted the Content. This means that User, not Fotor, is entirely responsible for all Content at every stage. This includes editing, uploading, posting, sharing, emailing or otherwise transmitting or making available Content via any of the service provided. Fotor does not guarantee the storage of Content and is not intended as a back-up solution. User should back-up all Content that he/she considers important. Fotor is not responsible for Content that is lost or damaged.

3.3 User shall not to upload any of the following to Service:

- Content that is unlawful, abusive, obscene, pornographic, profane, harmful, threatening, harassing, vulgar, defamatory, libelous, invasive of another's privacy, or hateful racially or ethnically.
- Content that you do not have a right to edit, upload, post, share, email or otherwise transmit or make available according to any law, or due to contractual or fiduciary relationships. This includes inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements.
- Content that could infringe copyright or other proprietary or intellectual property rights without the explicit permission of the owner and the persons (or their parents or legal guardians, where applicable) who are shown in the content, if applicable.
- Content that assists to generate or spread malicious rumors or fake news.
- Any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other similar forms of solicitation.

3.4 You acknowledge that Fotor does not pre-screen Content, but that Fotor shall have the right (but not the obligation) to refuse, remove or move any Content at its sole discretion, either permanently or temporarily, because that Content violates the codes of conduct or regulations. User agrees to evaluate and bear all risks associated with the use of any Service provided by Fotor and is responsible for any Content that he/she edited, uploaded, posted, shared, emailed or otherwise transmitted or made available via any of the Service provided, including the safety and accuracy of such Content.

3.5 Fotor respects the intellectual property of others and we ask our Users to do the same. YOU WARRANT TO FOTOR THAT ANY CONTENT YOU INTEND TO UPLOAD AND SHARE IN THE SERVICE SHALL BE CREATED OR ORIGINATED BY YOURSELF; ANY CONTENT THAT CONTAINS THIRD-PARTY INTELLECTUAL PROPERTY SHALL HAVE OBTAINED SUFFICIENT AUTHORIZATION AND SUCH AUTHORIZATION SHALL MAKE FOTOR ENTITLED TO SUBLICENSE THE CONTENT. Except as having obtained a license, User is not allowed to download copyright protected Design Resource from the Service, either by "right-clicking" or by other technical means. Copyright infringement may expose you to severe civil liabilities and even criminal penalties.

3.6 Fotor will investigate notices of alleged infringement promptly and will take appropriate action as per applicable intellectual property laws with respect to any alleged or actual infringement. If you believe that your work has been copied in a way that constitutes infringement on your copyright or other rights, please contact legal@fotor.com and provide us with the following information:

- A description of where the Design Resource in question is located, including details and directions that will assist our staff in locating it on a specific place on the website.
- A description of the copyrighted Work or other intellectual property that you claim has been infringed. Additional information or documents will be required to prove that you are the copyright owner of the Work.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest. This shall be accompanied by the person's address, telephone number, and email address.

4. Intellectual Property Rights of Fotor

4.1 Software Copyright

The software and any related images, webpages, text, tables, layouts, electronic documents used in connection with Service contain proprietary content and belong to Fotor. They are protected by applicable intellectual property laws. Except as expressly authorized by Fotor, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on Service, in part or in whole. You also agree not to monitor, copy, transmit, present or upload any part of Service. You are not allowed to create mirror service to host any part of Service or to use it in similar/competing service with Fotor. Fotor grants you a personal, non-transferrable and non-exclusive right and license to use the Service on a single device, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code. You agree not to access the Service by any means other than through the interface that is provided by Fotor for use in accessing the Service. Fotor reserves all rights that are not explicitly granted to Users.

4.2 Fotor Design Templates

4.2.1 Ownership

Unless otherwise stated or indicated that they are from third-party sources, Fotor Design Templates are copyright protected works of Fotor.

4.2.2 License Granted to Fotor User

4.2.2.1 Types of License

License	Typical Scenarios	User Category	License Description
Commercial Use	Business social media, e-commerce, shop decoration, business presentation, advertisement, illustrations in books or e-books, restaurant menu, coupons, promotional posters, business invitation, etc.	Fotor Pro+	Right to use both free and paid Fotor Design Resource and software features to create Final Work for commercial and personal purposes, within the Subscription Period
		Fotor Pro	Right to use both free and paid Fotor Design Resource and software features (except those reserved only for User of Fotor Pro+) to create Final Work for commercial and personal purposes, within the Subscription Period
		Non-Subscribers	Prohibited
Personal Use*	Greeting cards sent to friends or family members,	Non-Subscribers	Right to use free Fotor Design Resource to create Final Work

	resume, wallpaper of personal computer, illustration in a thesis, student event in a school or university, etc.		for personal purposes only
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* Personal Use is only applicable to natural persons.

(1) Commercial Use License

Fotor grants User of Subscription a personal, global, non-exclusive, non-sublicensable, non-transferrable right of using Fotor Design Resource and software features to create their Final Work for commercial purposes within the Subscription Period. This license allows User of Subscription to publish the Final Work during the whole Subscription Period and within 30 days after the termination of the Subscription. Exceptionally, Final Work made using Design Resource under the category of “Logo” shall be publicly used for the first time within 30 days after the termination of the Subscription.

For the avoidance of doubt, such right does not include the use of any of the Fotor Design Resource in part or in whole, nor the use of their derivative works, for any service that are similar or competing with Fotor Service, regardless of whether such service is paid or free. You agree not to apply any of the Fotor Design Resource, in part or in whole, outside the Service. Except as expressly authorized by Fotor, you agree not to redistribute or sell Fotor Design Resource in part or in whole. Fotor reserves all rights that are not explicitly granted to User.

(2) Personal Use License

Fotor grants Fotor User a personal, global, non-exclusive, non-sublicensable, non-transferrable right of using Fotor Design Resource to create their Final Work for Personal Use only. Final Work with a Personal Use License shall not be published for commercial purposes and its number of prints shall not exceed 200. Particularly, User agrees, Fotor shall be entitled to seek indemnification from User, if User makes available a Final Work with only Personal Use License in a commercial context.

4.2.2.2 Attribute of Fotor Design Resource Applied to User Category and Types of License

(1) From the perspective of attribute of Fotor Design Templates

Attribute of Fotor Design Templates	Accessible User Category	Attribute of Creative Images	Types of License
Paid	Fotor Pro+	All	Commercial + Personal
	Fotor Pro	Creative Images except those reserved only for User of Fotor Pro+	Commercial + Personal
Free	Fotor Pro+	All	Commercial + Personal

	Fotor Pro	Creative Images except those reserved only for User of Fotor Pro+	Commercial + Personal
	Non-Subscribers (only natural persons)	Free	Personal

(2) From the perspective of User Category

User Category	Attribute of Fotor Design Templates	Attribute of Creative Images	Types of License
Fotor Pro+	All	All	Commercial + Personal
Fotor Pro	Fotor Design Templates except those reserved only for User of Fotor Pro+	Creative Images except those reserved only for User of Fotor Pro+	Commercial + Personal
Non-Subscribers (only natural persons)	Free	Free	Personal

4.2.2.3 Client work

To facilitate your use of Fotor Design Resource, you may utilize Fotor Design Resource to create Final Work on behalf of your client in condition that you buy a proper Subscription for your client as well and that your client agrees to be bound by Fotor Terms of Service. Your client must only publish the Final Work. Exceptionally, Final Work made using Design Resource under the category of “Logo” shall be publicly used for the first time within 30 days after the termination of the Subscription.

Work during their Subscription Period and within 30 days after the termination of their Subscription.

5. Third Party Intellectual Property

5.1 Third-party Images, Videos or Music

Unless explicitly stated or indicated, sample images, sample videos and sample music (hereinafter, collectively as “**Sample Works**”) in Service, including other rights (fonts, trademarks, industrial designs, portraits etc.) contained in such Sample Works, are for illustrative purpose only. Fotor has obtained license from copyright owners to use these Sample Works but they are not licensed to Fotor Users, regardless of whether Fotor Users are subscribed to Subscription. If such Sample Works are to be used in your Final Work, you need to otherwise seek permission from their respective copyright owner.

5.2 Typefaces

5.2.1 Font Family of Hifont (“Zitiguanjia”)

Font Family of Hifont (listed in Chinese characters and pronounced as “*Zitiguanjia*” in the Service) is copyright protected work. Fotor has obtained sublicensable right from the copyright owner to embed them in the Service. The sublicense only allows Fotor User to create their Final Work using the listed fonts within Service and based on Fotor Design Templates. User is not allowed to redistribute the fonts or use these fonts outside of Service, unless separate license has been obtained by User from the copyright owner.

5.2.2 Font Family of Reeji & Cloud Fonts (“*Ruizi*” & “*Yunziti*”)

Font Family of Reeji or Cloud Fonts (listed in Chinese characters and pronounced as “*Ruizi*” or “*Yunziti*” in the Service) is copyright protected work. Fotor has obtained sublicensable right from the copyright owner to embed them in the Service. The sublicense only allows Fotor User to create their Final Work using the listed fonts within Service and based on Fotor Design Templates. User is not allowed to redistribute the fonts or use these fonts outside of Service, unless separate license has been obtained by User from the copyright owner.

5.2.3 Font Family of Zihun (“*Zihun*”)

Font Family of Zihun (listed in Chinese characters and pronounced as “*Zihun*” in the Service) is copyright protected work. Fotor has obtained sublicensable right from the copyright owner to embed them in the Service. The sublicense only allows Fotor User to create their Final Work using the listed fonts within Service and based on Fotor Design Templates. User is not allowed to redistribute the fonts or use these fonts outside of Service, unless separate license has been obtained by User from the copyright owner.

5.2.4 Font Family of Ziyou (“*Ziyou*”)

Font Family of Ziyou (listed in Chinese characters and pronounced as “*Ziyou*”, “*Dianzi*” or “*Youshehaoshenti*” in the Service) is copyright protected work. Fotor has obtained sublicensable right from the copyright owner to embed them in the Service. The sublicense only allows Fotor User to create their Final Work using the listed fonts within Service and based on Fotor Design Templates. User is not allowed to redistribute the fonts or use these fonts outside of Service, unless separate license has been obtained by User from the copyright owner.

5.2.5 Other Typefaces

Fonts listed in the Service other than specified are works that have either entered the public domain or been donated by their respective copyright owner, which means they are free to all. Fotor Users are allowed to use these fonts and redistribute them but shall respect the conditions set by the donors (e.g. Users cannot claim to be the copyright owner, resell fonts or infringe on other rights of copyright owners).

5.3 Creative Images

5.3.1 Description: Fotor provides User with Creative Images and/or Templates containing Creative Images to assist User in generating a Final Work without leaving Fotor Desktop App.

(1) Paid Creative Images come from Everimaging (“Fotor”), Everimaing’s affiliated company (such as Chengdu 9Broad Science & Technology Co., Ltd., hereinafter, “*Xiangsumifeng*”) and partnered companies. Fotor has been granted rights to sell their license. User of Fotor Pro+ can use within the Design Project all Creative Images and Templates containing Creative Images. User of Fotor Pro can

use the Creative Images and Templates except those reserved only for User of Fotor Pro+ in the Design Project.

(2) Free Creative Images from the Internet are works generally licensed under CC0-like agreements, which means they are free to all. Regardless of whether User pays or not to Fotor, User can use free Creative Images within Service. Particularly, as Fotor does not charge User separately for free Creative Images and as Fotor does not possess sufficient capacity to identify the source of each free Creative Image, Fotor shall not represent or warrant the quality, copyright, usability and fitness for a particular purpose. User agrees that all risks and responsibilities in using free Creative Images are on User but not on Fotor.

5.3.2 License

5.3.2.1 Fotor grants User a worldwide, non-exclusive, nontransferrable, non-sublicensable, non-exclusive right to use in whole or in parts Creative Images strictly within the Subscription Period to design their Final Work. For the avoidance of doubt, the license only grants User a right to use under certain conditions. Regardless of whether User pays or not to Fotor, Creative Images' ownership (including the usufruct) or other rights that are not explicitly granted to User are NOT transferred to User.

5.3.2.2 User is allowed to create their Final Work using Creative Images without leaving Service and based on Templates only.

5.3.2.3 Number of Prints: if User's Final Work containing any Creative Image is used for commercial purposes, its number of prints shall not exceed 10,000. If User's Final Work containing any Creative Image is used for personal purposes, its number of prints shall not exceed 200. If you have additional printing requirements, please contact support@fotor.com for extra license.

5.3.2.4 Restrictions: you agree that your use of Creative Images and Final Work containing Creative Images must comply with laws, regulations and Fotor Terms of Service. Particularly, the following uses of Creative Images in part or in whole are PROHIBITED:

- Use a Creative Images outside of the scope or period in the Fotor Terms of Service.
- The Embedded Resale.
- Resell, redistribute, provide access to, share or transfer the Creative Images. This restriction includes in particular and above all products exclusively or mainly depicting the Creative Images, e.g. wherein the Creative Images is used without any textual reference, such as being linked to a script or other graphic elements.
- Publicly display a Creative Image as a digital file on the internet or in a digital format without imposing technical or written restrictions intended to prevent the use of such a Creative Image by third parties. Activate the "right-click" function on any website or in any app to enable the download or enable the use of the Creative Images by third parties.
- Use a Creative Image in connection with content that is offensive, defamatory, racist, pornographic, in violation of youth protection laws, or that glorifies violence, or in connection with any other manner of illegal content. This applies in particular with regard to the person depicted in a Creative Image.
- Use a Creative Image in a manner that infringes any third-party trademark or other intellectual property rights, or that would give rise to a claim of deceptive advertising or unfair competition.

- Use a Creative Image (in whole or in part) as a trademark, service mark, logo, or other indication of origin.
- Falsely represent, expressly or by way of reasonable implication that the Creative Image is created by any person other than the copyright owner of that Creative Image.

5.3.4 Adjustment of Quota

User agrees that the number of Creative Images (including those embedded in Templates) which User can make use of within a certain period of time (“quota”) is determined by Fotor, at its sole discretion. The adjustment of quota may be resulted from request of Fotor’s affiliated/partnered company or from change of Fotor’s revenue share scheme with its contributors. Consult Fotor Help Center for more details.

5.3.5 Third-party Rights Contained in Creative Images

5.3.5.1 Model Release

Fotor will indicate whether a Creative Image with a portrait is accompanied with a Model Release by placing either descriptive text aside or a graphic mark on the Creative Image. For a Creative Image without any indication of Model Release, it will be the User’s sole responsibility to obtain or avoid such consent if User intends to use the Creative Image in a commercial context.

5.3.5.2 Property Release, Trademark and other Consents

Apart from the Model Release detailed above, User is responsible for obtaining, verifying and validating any other consent required for the User’s intended use of a Creative Image, including but not limited any consents required from trademark owners, building or land owners or owners of other intellectual property (such as fonts) depicted in the Creative Image. For the avoidance of doubt, Fotor will not collect property releases and shall not be responsible for obtaining, verifying or validating any such consent, unless otherwise expressly agreed in writing between Fotor and User.

6. Subscription

6.1 Fotor independently determines the price of Subscription. The use of Subscription is subject to payment in advance. Fotor reserves the right to change its subscription fees at any time, upon notice to User if such change may affect User’s existing Subscription.

6.2 User agrees that subscription fees paid by User are NOT REFUNDABLE. If subscription fees are paid through Mac store, App Store or any other PC application stores, payment/refund rules of such stores shall apply.

6.3 User agrees that once User initiates a chargeback or a refund request, the license associated with the chargeback or refund shall be revoked. User MUST immediately: (i) stop the use of any paid Design Resource and paid software features; (ii) stop the use of any Final Work that contains paid Design Resource in commercial context; (iii) destroy all copies of printed Final Works for commercial purposes (if applicable). All necessary costs and fees for carrying out the acts above shall be afforded by User. Any usage of such content in commercial context will expose User in civil liabilities (specially, infringement of copyright).6.4 All subscription fees shall be deemed to be in the currency and amount shown in Service, except as specifically stated otherwise in writing by Fotor. To the extent permitted by law (and unless specified otherwise by Fotor in writing), all subscription fees are exclusive of all taxes (including value

added tax, sales tax, goods and service tax, etc.), levies or duties imposed by taxing authorities (“Taxes”), and User shall be responsible for payment of all applicable Taxes relating to User’s use of Service, or to any payments or purchases made by User. If Fotor is obligated to collect or pay Taxes for the subscription fees payable by User, and whether or not such Taxes were added and collected from User for previous transactions, such Taxes may be added to the payment of any outstanding subscription fees and will be reflected in the invoice for such transaction.

6.5 As part of registering or submitting information to receive Subscription, User also authorizes Fotor (either directly or through its affiliates, subsidiaries or other third parties) to request and collect payment (or otherwise charge, refund or take any other billing actions) from our payment partners or User’s designated banking account, and to make any inquiries that Fotor or its affiliates may consider necessary to validate User’s designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Users’ payment, credit card or banking account provider (e.g. updated expiry date as may be provided to us by Users’ credit card company).

6.6 If User’s Fotor account or any Subscription is canceled (whether at User’s request or at Fotor’s discretion), it may cause or result in the loss of user data, features, or capacity of User’s Fotor account. Fotor shall not be liable in any way for such loss or for saving a backup.

6.7 Effect of Expiration of Subscription: once User’s Subscription ends, User is not allowed to use paid Design Resource or paid software features, modify Final Work or utilize the downloaded Design Resource to produce a new Final Work. In addition, User’s Final Work completed within the Subscription Period must be published within 30 days after the termination of the Subscription. Exceptionally, Final Work made using Design Resource under the category of “Logo” shall be publicly used for the first time within 30 days after the termination of the Subscription. Unless otherwise restricted by third-party copyright owners, User may keep in perpetuity the Final Work already published within 30 days after the termination of the Subscription.

6.8 Fotor Service is presented to User on different platforms (Chinese Website, Global Website, PxBee Website, Desktop App for Mac, Desktop App for Windows, Mobile App for iOS, Mobile App for Android, etc.). Each of the platforms has its own account, data and Subscription. As the platforms are designed based on different pricing models, the payment of Subscription on one platform is NOT transferrable to another. User agrees that the fees paid on one platform will only allow User to access Subscription on that platform according to its specific payment terms, unless otherwise agreed between User and Fotor.

6.9 Subscription Renewals

6.9.1 In order to ensure that User does not experience any interruption or loss of Service due to the lapse of any particular Subscription Period, the Subscription operates with automatic renewal with Recurring Billings. Accordingly, where applicable, Fotor will attempt to automatically renew the applicable Service for a renewal period equal in time to the original Subscription Period for such Service, and automatically charge User the applicable subscription fees using the payment method User has on file with Fotor. In the event of failure to collect the subscription fees owed by User, Fotor may suspend (until full payment is made) User’s Subscription or downgrade User’s Fotor account back to a free basis account, without further notice.

6.9.2 User may discontinue to use and request to cancel Subscription, in accordance with the terms herein. The effective date for cancellation of Subscription shall be at the end of User's current Subscription Period.

6.9.3 User understands that as the cancellation process may take a few days, in order to avoid the next Recurring Billing, THE CANCELLATION REQUEST SHALL BE MADE AT LEAST SEVEN (7) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT SUBSCRIPTION PERIOD.

6.9.4 Failure to comply with any of the Fotor Terms of Service or failure to pay any due subscription fees shall entitle Fotor to suspend or cancel User's Subscription. For the avoidance of doubt, in the event of cancellation due to breach of the Fotor Terms of Service, User's subscription fees are not refundable even if User's then-current Subscription Period is not expired on the day of cancellation.

6.10 Other Restrictions on Subscription

6.10.1 Whether User purchases, receives or conditionally receives Subscription through Fotor and/or its affiliates/partners, the Subscription is limited to User's own use. User shall not resell, offer or share the Subscription with any third party. If User resells, offers or shares the Subscription with any third party, Fotor may revoke such User's license, regardless of whether User has passed consideration to Fotor or has enjoyed any promotional offer from Fotor. Such User shall assume all liabilities for Unauthorized Access and Fotor reserves the right to recover against such User all loss, damages, costs and charges.

6.10.2 If User purchases or receives Subscription through inappropriate approaches other than through Fotor or its affiliates/partners, for example, acting as a transferee, donee or sharee of the misbehaviors stated in clause 6.9.1, it shall be deemed as Unauthorized Access of the Subscription. Fotor may immediately block such User's Subscription, regardless of whether User has passed consideration to anyone. Such User shall assume all liabilities for Unauthorized Access and Fotor reserves the right to recover against such User all loss, damages, costs and charges.

6.10.3 Once User's Subscription is terminated, User is not allowed to use paid Design Resource or paid software features, modify Final Work or utilize the downloaded Design Resource to produce a new Final Work. In addition, User's Final Work completed within the Subscription Period must be published within 30 days after the termination of the Subscription. Exceptionally, Final Work made using Design Resource under the category of "Logo" shall be publicly used for the first time within 30 days after the termination of the Subscription. Unless otherwise restricted by third-party copyright owners, User may keep in perpetuity the Final Work already published within 30 days after the termination of the Subscription.

7. Promotional Offers

7.1 Promotional offers are introduced by Fotor on a non-regular basis and allow User to either pay less for obtaining Service or get extra product without paying more.

7.2 Promotional offers may be subject to availability (number or time limit) and other special conditions set by Fotor or third parties.

7.3 User agrees that payment in a promotional offer shall not be refunded, regardless of whether User has fully utilized it.

8. Invoicing

8.1 Fotor will issue an invoice or credit memo for User's payment made to Fotor. Exceptionally, if User has purchased Paid Service through Fotor's third-party partners or through application stores, User shall request invoice from such partners or application stores.

8.2 Each invoice will be issued in electronic form and based on the country stated in User's billing address, and will be made available to User via User's Fotor account and/or by e-mail. User that requests an invoice shall provide necessary information required by tax authorities. If the invoice request is from a legal entity registered in mainland China, the Unified Social Credit Number of such entity is required as well. User may be required to provide additional information in order to comply with local laws. Please note that the invoice presented in User's Fotor account may be inadequate with User's local law requirements, and in such case may be used for pro-forma purposes only.

8.3 Fotor shall not be liable for any error on invoice that results from the entry of incorrect information by User. If such error does occur, User shall contact Fotor as soon as possible, and at the latest on the last work day of the month where the incorrect invoice has been issued. Change requests that arrive after normal working hours (between 9:00 – 18:00, GMT +8) on the last work day of a month cannot be processed at all.

9. The Termination of Subscription

9.1 A Subscription is terminated at the end of each Subscription Period (termination upon expiration). In particular, Fotor reserves the right to terminate User's Subscription at any time without any further notice if User breaches Fotor Terms of Service (termination upon breach).

9.2 In the case of termination upon expiration, User is no longer allowed to use paid Design Resource or paid software features, edit/download Final Work containing Paid Design Resource or use Final Work for commercial purposes.

9.3 In the case of termination upon breach, User shall immediately: (i) stop the use of any paid Design Resource and paid software features; (ii) stop the use of any Final Work that contains paid Design Resource in commercial context; (iii) destroy all copies of printed Final Works for commercial purposes (if applicable). All necessary costs and fees for carrying out the acts above shall be afforded by User.

10 The Cancellation of License

10.1 Fotor has the right to cancel a license granted to User under the following circumstances: (i) if User subscribes to Fotor AFTER having received notice/claims against unauthorized use from Fotor or copyright owner relating to Design Resource or software features; (ii) if Fotor, User, copyright owner or any third party finds that Design Resource contained in the Final Work may infringe others' rights.

10.2 Regardless the grounds of cancellation for a license, upon receipt of notice, User shall immediately stop the use of all Final Works, remove their copies from all electronic devices and destroy all hardcopies (at its own expense). All necessary costs and fees for carrying out the acts above shall be afforded by User,

10.3 In the circumstance of Clause 11.1 (i), Fotor shall not need to refund any fees to User and shall be entitled to recover against such User all loss, damages, costs and charges.

10.4 In the circumstance of Clause 11.1 (ii), User agrees that Fotor's liability cap shall not exceed the fees paid by User to Fotor. Fotor shall not be liable for any extended loss or damage which results from User if: (i) the notice is not successfully delivered to User due to incorrect contact information provided by User; or, (ii) User does not fully carry out the acts stated in Clause 11.2 upon receipt of such notice from Fotor.

11. Indemnification

11.1 The User agrees that any use of a Final Work outside of the scope or period (collectively, unauthorized use) entitles Fotor to charge User the Overdue Payment. Both parties agree to determine or to calculate the Overdue Payment as per the previous Subscription that User has purchased or Final Work's purposes:

11.1.1 Any use of the Final Work (except for the Final Work made using Design Resource under the category of "Logo") after 30 days post termination of the Subscription entitles Fotor to charge the Overdue Payment calculated by the formula: $[\text{Overdue Payment}] = [5] \times [\text{Number of months between the date of termination of Subscription and the date of the latest use of the Final Work}] \times [\text{current monthly rate for the same type of Subscription (Fotor Pro or Fotor Pro+) that User previously purchased}]$. 11.1.2 If User does not purchase a Subscription or their Subscription does not permit Commercial Use of Final Work, any Commercial Use by User entitles Fotor to charge the Overdue Payment calculated by the formula: $[\text{Overdue Payment}] = [5] \times [\text{current annual rate of Fotor Pro+}]$.

11.2 User agrees that any use of the Final Work and/or Design Resource in a manner not expressly authorized by Fotor may constitute copyright infringement, entitling the copyright owner to exercise all rights and remedies available to it under applicable laws around the world. In this case, User shall assume all liabilities on his/her own. User shall also be liable for any of Fotor's damages resulting from such infringement (including any claims by a third party), in addition and without prejudice to Fotor's other remedies under Fotor Terms of Service.

12. Liabilities

12.1 Other than as expressly provided in these terms, Design Resource is provided "as is" without representation, warranty or any kind of condition, including but not limited merchantability or fitness for a particular purpose. Fotor does not represent or warrant that the Design Resource and software features will meet any requirement of User. The entire risk as to the quality and performance of the Design Resource to achieve a specific result is with User.

12.2 In addition, Fotor may change, adjust, or remove Design Resource and software features due to licensing changes, business adjustments by partners, technical failures, or compatibility issues. Any Design Resource and software features displayed in any advertisement shall be deemed as invitation for offer but shall not constitute any commitment or representation to User. User agrees that absence of certain Design Resource or software features shall not constitute a ground for refund.

12.3 Provided the Licensed Works are only used in accordance with their respective license terms and Buyer is not otherwise in breach of these terms, if Fotor falsely indicates on a Licensed Work the availability of the Model Release that is actually not obtained or verified, Fotor shall defend, indemnify and hold harmless the Buyer from all damages, liabilities and expenses, arising out of or as a result of claims by third parties relating to unauthorized use of a portrait. Notwithstanding, Fotor's maximum

aggregate obligation and liability to Buyer for all claims (assessed collectively) under Clause 12.3 shall not exceed the fees paid by User to Fotor.

13. Severability

These Terms of Service govern the contractual relationships between you and Fotor. If any term is deemed invalid by a court of competent jurisdiction, the invalidity of such term shall not affect the validity of the remaining terms.

14. Choice of Law & Dispute Resolution

14.1 Choice of Law

These Terms are governed by and construed in accordance with the laws of the People's Republic of China, without giving effect to any conflict of law principles.

14.2 Dispute Resolution

User and the company User represents agree, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service (collectively, "Disputes") shall be settled by lawsuits.

User and the company User represents agree that Disputes between User and Fotor shall be resolved by binding, individual lawsuit and User waives the right to participate in a class action lawsuit.

Unless User and Fotor both otherwise agree, the lawsuit shall be under the jurisdiction of a People's Court in Chengdu City, Sichuan Province, China. Fotor shall not be liable for any legal fees and/or other costs incurred prior to receiving complete notification of the claim.