

Terms of Service of Videlise

Last Updated: 2025/05/10

1. Introduction

1.1 Purpose of This Agreement

These Terms of Service (the “Agreement”) constitute a legally binding contract between **FOP Drobinia Nataliia Oleksandrivna**, a sole proprietor registered in Ukraine (Tax Identification Number: 3345108167), operating under the brand name **Videlise** (the “Company”, “we”, “our”, “us”), and any natural person or legal entity (“User”, “you”, “your”) who accesses, downloads, installs, or uses:

- the **Videlise mobile application** (“App”), available for download from the **Google Play Store** and the **Apple App Store**;
- the **Videlise website**, located at <https://videlise.com>, including its subdomains and related services (the “Website”); and
- any other associated features, content, or digital services offered under the Videlise brand (collectively, the “Services”).

By accessing or using any part of the Services, you acknowledge that you have read, understood, and agreed to be bound by this Agreement, including our **Privacy Policy**, which is incorporated by reference. If you do not agree with any part of this Agreement, you must immediately discontinue your use of the Services.

1.2 Scope of Services

Videlise provides users with a suite of creative digital tools, including but not limited to:

- **Photo and Video Editing Features:** cropping, trimming, merging, applying filters, overlays, transitions, and other advanced editing functions.
- **AI-Enhanced Functionalities:** transforming user photos into stylized artistic or animated outputs using artificial intelligence algorithms.
- **Content Creation Tools:** enabling users to generate slideshows, collages, and video projects with audio and visual effects.
- **Cloud Synchronization and Storage:** where applicable, storing projects and enabling cross-device access.
- **Distribution Features:** allowing sharing of content to external platforms such as social media networks or messaging services.

The Services may evolve over time as we introduce new features, technologies, or partnerships. We reserve the right to add, modify, or discontinue features at our sole discretion, without liability to you.

1.3 Acknowledgement of Binding Terms

By creating an account, downloading the App, or otherwise using the Services, you confirm that this Agreement is legally binding upon you. You also acknowledge that certain features may be subject to additional guidelines, rules, or terms that will be incorporated into this Agreement once presented to you.

1.4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the **laws of Ukraine**, without regard to conflict of law principles. Any disputes arising hereunder shall be resolved exclusively by the competent courts located in **Dnipro Region, Ukraine**, unless mandatory consumer protection laws in your jurisdiction provide otherwise.

1.5 Right to Amend

We may update or modify this Agreement from time to time to reflect changes in our practices, applicable law, or the functionality of the Services. Whenever we make material changes, we will update the “Last Updated” date and, where reasonable, notify users through the App, the Website, or via email. Your continued use of the Services after such changes constitutes acceptance of the updated Agreement.

2. Eligibility and User Requirements

2.1 Minimum Age Requirement

You must be at least **16 years of age** (or the minimum age of digital consent in your jurisdiction, if higher) to use the Services. If you are under the applicable age, you may only use the Services under the supervision of a parent or legal guardian who accepts these Terms on your behalf. By using the Services, you represent that you meet these eligibility requirements.

2.2 Legal Capacity

You represent and warrant that you have the legal capacity and authority to enter into this Agreement. If you use the Services on behalf of a company, organization, or other entity, you confirm that you are authorized to bind that entity to these Terms, and all references to “you” in this Agreement shall apply to both you as an individual and the entity you represent.

2.3 Restricted Jurisdictions

You may not use the Services if you are located in a jurisdiction subject to trade sanctions, embargoes, or export restrictions under the laws of Ukraine, the European Union, the United States, or other applicable jurisdictions. This includes, without limitation, regions or territories that are blacklisted under international sanctions regimes.

2.4 Account Registration

Some features of the Services may require you to create an account. When registering for an account, you agree to:

- Provide accurate, complete, and up-to-date information.
- Safeguard your login credentials and not disclose them to third parties.
- Promptly notify us of any unauthorized access or suspected breach of security.
- Accept full responsibility for all activities carried out under your account, whether authorized or not.

2.5 Verification

We reserve the right to verify your identity or eligibility at any time, which may involve requesting government-issued identification, proof of residence, or proof of legal entity registration. Failure to comply with such requests may result in suspension or termination of your account.

2.6 User Responsibilities

You are solely responsible for:

- Ensuring that your use of the Services complies with all applicable laws and third-party rights.
- Maintaining the confidentiality of your account credentials.
- Any content you upload, create, or distribute using the Services.
- Ensuring that your device meets the minimum technical requirements for the App or Website.

2.7 Revocation of Access

We reserve the right to suspend or permanently revoke your access to the Services if we reasonably believe that:

- You have violated these Terms.
- You are engaged in fraudulent, abusive, or illegal activities.
- Your use of the Services threatens the security, integrity, or reputation of Videlize, other users, or third parties.

3. License Grant and Restrictions

3.1 Grant of License

Subject to your full compliance with this Agreement, **FOP Drobyna Nataliia Oleksandrivna** grants you a limited, non-exclusive, non-transferable, revocable license to:

- Download, install, and use one copy of the Videlize App on a mobile device or computer that you own or control.
- Access and use the Website and Services for personal or internal business purposes only.
- Receive and install updates, patches, or improvements that we may provide periodically.

This license is granted solely for your personal, lawful use and does not convey any rights of ownership in the App, the Website, or any related intellectual property.

3.2 Intellectual Property Rights

All rights, title, and interest in the Services—including but not limited to software code, algorithms, databases, trademarks, trade names, logos, designs, and user interfaces—are and shall remain the exclusive property of the Company and/or its licensors. Except as expressly permitted in this Agreement, no part of the Services may be copied, modified, adapted, or reproduced without our prior written consent.

3.3 Prohibited Uses

You agree not to:

- Copy, modify, or create derivative works of the Services, except as expressly permitted.
- Reverse engineer, decompile, or disassemble the App, Website, or any component thereof, except as required by applicable law.
- Circumvent or disable any security-related features of the Services.
- Rent, lease, sell, sublicense, or otherwise transfer your rights to the Services without our written consent.
- Use the Services to develop, train, or improve competing products or artificial intelligence models.
- Interfere with the normal operation of the Services through hacking, spamming, automated scripts, or similar activities.
- Exploit the Services in a way that infringes upon intellectual property rights, privacy rights, or any applicable law.

3.4 Third-Party Components

The Services may integrate third-party APIs, SDKs, or software components, including but not limited to cloud storage services, payment gateways, and AI-powered editing tools. Your use of such components is subject to the terms and conditions of those third parties, and we disclaim responsibility for their independent practices.

3.5 App Store and Google Play Requirements

If you obtained the App through the **Apple App Store** or **Google Play Store**, your use of the App is also governed by their respective terms of service. In the event of a conflict between those terms and this Agreement, the stricter provision shall apply to the extent permitted by law.

3.6 Reservation of Rights

We reserve all rights not expressly granted to you under this Agreement. Any unauthorized use of the Services constitutes a material breach of this Agreement and may result in immediate suspension or termination of your account.

4. User Conduct

4.1 Lawful Use Only

You agree to use the Services only for lawful purposes, in accordance with this Agreement and applicable laws. You must not use the Services to engage in any activity that is harmful, abusive, fraudulent, harassing, defamatory, obscene, or otherwise objectionable.

4.2 Prohibited Activities

Without limitation, you agree not to:

- Upload, create, or distribute content that promotes violence, terrorism, hatred, discrimination, or illegal activity.
- Post or share content that infringes copyrights, trademarks, or other intellectual property rights.
- Distribute malware, spyware, or malicious code through the Services.
- Attempt to gain unauthorized access to any system, account, or network related to the Services.
- Interfere with the normal operation of the Services through denial-of-service attacks, excessive automated requests, or resource abuse.
- Misrepresent your identity, affiliation, or the origin of any content you submit.
- Use bots, scrapers, or automated tools to collect or extract data from the Services without our prior written consent.

4.3 Content Responsibility

You are solely responsible for all content you upload, edit, create, or share using the Services. Although we may use automated tools or moderation systems to detect prohibited content, we do not guarantee that all inappropriate material will be blocked.

4.4 Monitoring and Enforcement

We reserve the right, but not the obligation, to:

- Monitor use of the Services to ensure compliance with this Agreement.
- Remove or disable access to any content that violates these Terms.
- Suspend or terminate accounts found to be engaged in prohibited conduct.
- Cooperate with law enforcement or regulatory authorities in investigating unlawful activities.

4.5 Reporting Violations

If you believe that another user is misusing the Services or violating these Terms, please contact us at **support@videlise.com** with detailed information. We will review and address such reports in accordance with applicable law.

4.6 Consequences of Violations

Violation of these Terms may result in any of the following actions, at our sole discretion:

- Temporary suspension of your account.
 - Permanent termination of your account and revocation of your license.
 - Removal of offending content.
 - Legal action, including seeking damages or reporting to authorities.
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5. Subscriptions, Fees, and Payments

5.1 Subscription Plans

Videlise offers both **free access** with basic features and **paid subscription tiers** that unlock additional functionality, such as advanced editing tools, premium filters, higher export quality, or ad-free usage. Details of current plans, pricing, and available features are presented within the App, on the Website, or through the respective app store listings.

We reserve the right to **modify subscription offerings, pricing, and features** at any time, provided that any changes will apply only prospectively and will not affect subscriptions already paid for the current billing cycle.

5.2 Payment Terms

- All fees must be paid **in advance** and are generally **non-refundable**, except where required by applicable law or explicitly stated otherwise in these Terms.
- By subscribing, you authorize us and our designated payment processors to charge your chosen payment method for the subscription fees, taxes, and other applicable charges.
- You are responsible for ensuring that your payment method remains valid and sufficiently funded.

5.3 Auto-Renewal

- Unless you cancel your subscription before the end of the current billing cycle, your subscription will automatically renew at the then-current rate.
- Renewal charges will be billed to the payment method on file, unless updated by you in your account settings.
- You can manage or cancel subscriptions at any time through your account settings in the App, the Website, or via your app store account (Google Play or Apple App Store).

5.4 Taxes and Additional Charges

All prices displayed in the App or Website are **exclusive of applicable taxes** (e.g., VAT, GST, sales tax), unless otherwise specified. You are responsible for paying all taxes, duties, or levies imposed by governmental authorities, except for taxes based on our net income.

5.5 Third-Party Payment Processors

Payments are processed via third-party providers (such as Google Play Billing, Apple In-App Purchases, or other secure gateways). Your use of such processors is subject to their terms of service and privacy policies. We are not liable for errors, delays, or failures caused by such third parties.

5.6 Currency and Conversion

Payments are generally charged in the currency displayed at the time of purchase. If your payment provider performs currency conversion, additional fees may apply, for which we are not responsible.

5.7 Failure to Pay

If payment cannot be processed, we may suspend or terminate your access to premium features until payment is successfully completed. Persistent failure to pay may result in termination of your subscription.

6. Content Ownership and Intellectual Property

6.1 User-Generated Content

You retain ownership of all **photos, videos, audio, and other media** that you create, upload, or edit through the Services (“User Content”). This includes both raw content and any modified versions created with Videlise tools.

6.2 License to Videlise

By submitting or generating User Content through the Services, you grant Videlise a **worldwide, non-exclusive, royalty-free, transferable license** to:

- Host, store, and display your content;

- Modify and adapt your content as necessary to provide the Services (e.g., format conversion, compression, or optimization);
- Use your content internally to test, improve, and operate the Services.

This license is limited in scope and does **not** grant us ownership of your content. It exists solely for the purpose of enabling the Services to function.

6.3 Publicly Shared Content

If you choose to share your User Content publicly through the Services (e.g., publishing a video to social media from within the App), you acknowledge that such content becomes **non-confidential and accessible** to others. You are responsible for ensuring that any content you make public does not infringe upon third-party rights.

6.4 Responsibility for User Content

You represent and warrant that:

- You own or control the necessary rights to the User Content you upload or generate.
- Your content does not infringe copyrights, trademarks, trade secrets, or privacy/publicity rights of any third party.
- Your content is lawful and does not violate these Terms.

6.5 Intellectual Property of Videlise

All rights, title, and interest in and to the App, Website, software code, design elements, graphics, logos, databases, algorithms, AI models, and all other intellectual property—excluding your User Content—remain the exclusive property of **FOP Drobinia Nataliia Oleksandrivna** or her licensors.

You acknowledge that you acquire no ownership rights in such intellectual property by using the Services. Any unauthorized use of our intellectual property is strictly prohibited and may result in legal action.

6.6 Enforcement of Rights

We reserve the right to enforce our intellectual property rights vigorously, including through legal action, injunctions, or claims for damages, where applicable.

7. Third-Party Services and Links

7.1 Integration with Third-Party Platforms

Videlise may integrate with or allow access to third-party platforms and services, including but not limited to:

- **App distribution platforms** (Google Play Store, Apple App Store).

- **Analytics providers** (Google Analytics, Firebase, or similar).
- **Payment processors** (Google Play Billing, Apple In-App Purchases, or other gateways).
- **Social media networks** (for content sharing).
- **AI-powered tools and APIs** (for filters, effects, and media transformations).

These integrations are designed to enhance the functionality of the Services but may require data sharing with those providers, always in accordance with our Privacy Policy.

7.2 Independent Terms of Third Parties

Your use of any third-party platform or service in connection with Videlise is subject to the **terms of service and privacy policies of those third parties**. This includes, for example:

- Google Play Terms of Service.
- Apple Media Services Terms and Conditions.
- Terms of API providers used for AI-enhanced functionalities.

We strongly recommend that you review the applicable third-party terms, as Videlise is not responsible for their independent policies or actions.

7.3 Third-Party Content

The Services may contain links to third-party websites, advertisements, or other content that we do not own or control. We do not endorse or guarantee the accuracy, safety, or legality of such content and shall not be held liable for any loss or damage arising from your reliance on third-party resources.

7.4 No Endorsement

Reference to third-party products, services, or platforms does not constitute endorsement or recommendation by Videlise. Any dealings you have with third parties are solely between you and the relevant provider.

7.5 Service Availability

Third-party APIs, platforms, or services integrated into Videlise may be **modified, suspended, or discontinued** by their respective owners without notice. We do not guarantee uninterrupted access to such third-party services.

8. Disclaimers and Limitation of Liability

8.1 General Disclaimer

The Services are provided on an **“as is” and “as available” basis**, without warranties of any kind, whether express, implied, or statutory. We make no guarantees that the Services will:

- Operate without interruption or errors.

- Meet your specific expectations or requirements.
- Remain free of viruses, malware, or harmful components.

8.2 No Professional Advice

Any information, edits, or outputs generated using Videlise (including AI-generated transformations, filters, or enhancements) are provided for **entertainment and creative purposes only**. They do not constitute professional advice (such as legal, medical, or financial advice). You are solely responsible for how you use and interpret such outputs.

8.3 AI Limitations

You acknowledge that AI-based outputs may occasionally be inaccurate, distorted, or biased. While we strive to improve the reliability of our algorithms, we cannot guarantee that results will always be correct, suitable, or error-free. You assume full responsibility for verifying the accuracy and appropriateness of any AI-generated content before using or sharing it.

8.4 Limitation of Liability

To the fullest extent permitted by law, **FOP Drobina Nataliia Oleksandrivna**, Videlise, its affiliates, officers, employees, and agents shall not be liable for any:

- Indirect, incidental, or consequential damages.
- Loss of profits, revenues, or business opportunities.
- Loss or corruption of data.
- Reputational harm or loss of goodwill.

8.5 Maximum Aggregate Liability

Our total liability for any claims arising from or related to the Services shall not exceed the greater of:

- The amount you paid for the Services in the **12 months preceding the claim**; or
- One hundred U.S. dollars (USD 100).

8.6 Jurisdiction-Specific Exceptions

Some jurisdictions, including Ukraine and the European Union, may not allow certain limitations or exclusions of liability. In such cases, the above provisions will apply only to the extent permitted by applicable law.

8.7 Indemnification

You agree to defend, indemnify, and hold harmless Videlise, its owner, employees, contractors, and affiliates against any claims, damages, liabilities, or expenses (including legal fees) arising from:

- Your use of the Services.

- Your User Content.
 - Your violation of these Terms or applicable law.
 - Your infringement of any third-party rights.
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9. Termination and Suspension

9.1 Termination by User

You may terminate your use of the Services at any time by:

- Deleting the Videlise App from your devices; and/or
- Ceasing all access to the Website and related features.

Termination by you does not relieve you of any payment obligations incurred prior to termination, nor does it affect any legal responsibilities that may have arisen from your use of the Services.

9.2 Termination by Videlise

We reserve the right to suspend or terminate your account, access, or license to use the Services, with or without prior notice, if we reasonably believe that:

- You have violated these Terms.
- You are engaged in fraudulent, abusive, or illegal activity.
- Your use of the Services poses a risk to our business, reputation, or other users.
- You fail to pay applicable subscription fees or breach payment obligations.

9.3 Effect of Termination

Upon termination:

- All rights granted to you under this Agreement shall immediately cease.
- Your account data and any associated User Content may be permanently deleted, unless retention is required by law.
- We may, at our discretion, provide you with a copy of your User Content before deletion, subject to technical and legal limitations.

9.4 Suspension of Services

We may temporarily suspend access to the Services (in whole or in part) for reasons including but not limited to:

- Maintenance, updates, or upgrades.
- Security concerns or detected vulnerabilities.
- Technical failures of third-party services or integrations.

- Compliance with legal or regulatory requirements.

9.5 Survival of Terms

Certain provisions of this Agreement shall survive termination, including but not limited to:

- Limitations of liability.
 - Indemnification obligations.
 - Intellectual property rights.
 - Governing law and dispute resolution provisions.
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10. Governing Law and Dispute Resolution

10.1 Governing Law

These Terms shall be governed by and construed in accordance with the **laws of Ukraine**, without regard to conflict-of-law principles.

10.2 Jurisdiction

You agree that any disputes, claims, or legal proceedings arising from or relating to these Terms or your use of the Services shall be resolved exclusively by the competent courts of **Dnipro Region, Ukraine**. By using the Services, you expressly consent to the jurisdiction and venue of these courts.

10.3 Informal Resolution

Before pursuing formal legal action, you agree to attempt to resolve disputes informally by contacting us at:

Email: support@videlise.com

Phone: +380 97 439 7995

Address: 66 Serhii Kolachevskiyi Street, Office 14, Kryvyi Rih, Dnipropetrovsk Region, 50047, Ukraine

We will make reasonable efforts to respond and attempt to resolve your complaint within **30 days** of receipt.

10.4 Arbitration Option

At our discretion, certain disputes may be referred to binding arbitration under the rules of the **International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry**.

- The arbitration shall be conducted in **English or Ukrainian**, as agreed by the parties.
- The decision of the arbitrator shall be final and binding, subject to applicable law.

10.5 Injunctive Relief

Notwithstanding the above, we may seek injunctive or equitable relief in any court of competent jurisdiction to prevent unauthorized use of the Services, infringement of intellectual property, or other unlawful conduct that threatens our business or users.

10.6 Class Action Waiver

You agree that disputes will be resolved on an **individual basis only**. You waive any right to participate in class actions, consolidated lawsuits, or representative proceedings against Videlise.

11. App Store & Google Play Compliance

11.1 Distribution via Third-Party Platforms

The Videlise App is distributed through third-party platforms, including but not limited to the **Google Play Store** and the **Apple App Store**. By downloading or installing the App, you also agree to comply with the respective **terms, policies, and conditions** of these platforms, in addition to this Agreement.

11.2 Platform Responsibilities

You acknowledge and agree that:

- The **platform providers (Google, Apple)** are not responsible for the functionality, content, or performance of the App, except as required by their policies.
- The platform providers are not obligated to provide any maintenance, support, or warranty services for the App.
- In the event of failure to conform to platform requirements, you may notify the relevant provider, who may refund the purchase price (if applicable), but has no further liability.

11.3 Compliance with Store Guidelines

We ensure that the App remains compliant with **Google Play Developer Program Policies** and **Apple App Store Review Guidelines**, including but not limited to:

- Restrictions on prohibited content (e.g., hate speech, adult content, deceptive practices).
- Requirements on **user privacy, data permissions, and consent**.
- Accurate and transparent **descriptions, screenshots, and promotional materials**.
- Removal or modification of any content that violates platform rules.

11.4 Permissions and Disclosures

Videlise may request access to device features such as the **camera, microphone, media library, and storage** to enable editing functionalities. All permissions are disclosed in advance, and sensitive permissions require explicit user consent.

11.5 Third-Party Beneficiary Clause

You acknowledge that **Google LLC, Apple Inc., and their subsidiaries** are third-party beneficiaries of this Agreement. Upon acceptance of these Terms, such providers shall have the right to enforce these Terms against you as a third-party beneficiary.

12. API Usage Policy

12.1 Use of Third-Party APIs

Videlise integrates with third-party APIs and services to enable specific features, including but not limited to:

- **AI and Image Processing APIs** (for filters, stylizations, and automated enhancements).
- **Cloud Storage APIs** (for project synchronization and backup).
- **Analytics APIs** (for crash reporting and usage analysis).
- **Payment APIs** (for subscriptions and purchases).

12.2 Compliance with Provider Terms

By using features powered by third-party APIs, you agree to comply with the applicable terms, conditions, and usage limitations of those providers. This may include, for example:

- Google API Services Terms of Service.
- Apple Developer Program License Agreement.
- Terms of AI technology providers integrated into the App.

12.3 Data Handling via APIs

When you use API-powered features, certain data (such as uploaded images, video snippets, or usage metrics) may be transmitted to the relevant API provider. Such data is transmitted **only to the extent necessary** to deliver the requested functionality and is protected by secure encryption.

12.4 Rate Limits and Fair Use

We may impose technical restrictions, including limits on the number of API calls, file sizes, or bandwidth usage, to:

- Prevent abuse or misuse of integrated services.
- Ensure fair access for all users.
- Comply with restrictions imposed by third-party providers.

12.5 No Warranty for Third-Party Services

We do not control or guarantee the accuracy, availability, or continued operation of third-party APIs. You acknowledge that:

- Such services may experience interruptions or discontinuation beyond our control.
- Providers may change their policies, which may affect the availability of certain Videlise features.
- We are not liable for damages arising from reliance on third-party outputs or integrations.

12.6 Security of API Keys

If you are ever provided with credentials (e.g., API keys for developer integrations), you are solely responsible for safeguarding those keys and preventing unauthorized use. Sharing or misusing API credentials may result in suspension of your account.

13. Intellectual Property Rights

13.1 Ownership of the Services

All rights, title, and interest in and to the **Videlise Services**—including the App, Website, underlying software, algorithms, databases, design elements, documentation, graphics, text, images, logos, trade names, trademarks, and any other proprietary materials—are and shall remain the exclusive property of **FOP Drobina Nataliia Oleksandrivna** or her licensors.

No ownership rights are transferred to you under this Agreement. Your rights are limited to the **license granted in Section 3**, subject to your compliance with these Terms.

13.2 Trademarks

The name “**Videlise**”, associated logos, slogans, and trade dress are trademarks or service marks owned by **FOP Drobina Nataliia Oleksandrivna**. You may not use these marks without our prior written consent, except as permitted under applicable law (e.g., fair use for descriptive purposes).

13.3 Restrictions on Use

You may not:

- Copy, modify, or distribute the Services or their components, except as expressly permitted by these Terms.
- Reverse-engineer, decompile, or disassemble the Services, except where expressly allowed by law.
- Remove or obscure proprietary notices, watermarks, or labels displayed within the App or Website.
- Use Videlise’s intellectual property to develop a competing product or service.

13.4 User Feedback

If you provide suggestions, feedback, or ideas regarding the Services, you acknowledge that:

- We may freely use, adapt, or implement such feedback without compensation to you.
- You waive any claim to ownership or royalties arising from our use of your feedback.

13.5 Third-Party Content

The Services may display or incorporate content, trademarks, or technology licensed from third parties. Such materials remain the property of their respective owners. No license or rights are granted to you beyond those explicitly stated.

14. Limitation of Liability

14.1 General Limitation

To the maximum extent permitted by applicable law, **FOP Drobinia Nataliia Oleksandrivna**, Videlise, its affiliates, licensors, service providers, employees, and agents shall not be liable for any:

- Indirect, incidental, or consequential damages.
- Loss of profits, business opportunities, or revenue.
- Loss or corruption of data, files, or media projects.
- Downtime, interruption, or technical failures of the Services.
- Reputational harm or loss of goodwill.

14.2 Maximum Aggregate Liability

Our total liability to you, regardless of legal theory (contract, tort, negligence, etc.), shall not exceed the greater of:

- The total fees paid by you for the Services in the **12 months** preceding the claim; or
- **USD 100 (one hundred U.S. dollars).**

14.3 Third-Party Services Disclaimer

We are not liable for:

- Errors, outages, or misconduct by third-party service providers (e.g., hosting companies, app store operators, payment processors, or API providers).
- Any consequences of your reliance on outputs generated by third-party integrations (e.g., AI-based effects, analytics, or cloud services).

14.4 Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control, including but not limited to:

- Natural disasters, fire, or floods.
- War, civil unrest, or government actions.
- Strikes or labor disputes.
- Internet or telecommunications outages.
- Cyberattacks or failures of third-party platforms.

14.5 Jurisdiction-Specific Exceptions

Certain jurisdictions do not allow the exclusion of specific warranties or limitations of liability. In such cases, these provisions shall apply to the fullest extent permitted by law, and any unenforceable clauses shall not affect the validity of the remainder of this Agreement.

15. Indemnification

15.1 Your Responsibility

You agree to **defend, indemnify, and hold harmless FOP Drobinia Nataliia Oleksandrivna, Videlise**, its affiliates, officers, directors, employees, contractors, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the Services.
- Any User Content you create, upload, or share through the Services.
- Your violation of these Terms or applicable laws.
- Your infringement of any third-party intellectual property, privacy, or other rights.

15.2 Defense and Cooperation

We reserve the right, at our own expense, to assume the **exclusive defense and control** of any matter subject to indemnification by you. In such cases, you agree to fully cooperate with us in defending against the claim and not to settle any matter without our prior written consent.

15.3 Continuing Obligation

Your indemnification obligations under this Section shall **survive termination** or expiration of this Agreement and your use of the Services.

16. Amendments to the Terms

16.1 Right to Amend

We reserve the right to **amend, update, or replace** these Terms of Service at our sole discretion to reflect changes in:

- Applicable laws and regulations.
- Our business practices, features, or services.
- Industry standards or security requirements.

16.2 Notification of Changes

- Material changes will be communicated via in-app notifications, website announcements, or email (if you have provided a valid address).
- The “**Last Updated**” date at the top of these Terms will always indicate the most recent revision.

16.3 User Responsibility

It is your responsibility to regularly review these Terms to stay informed of any updates. Continued use of the Services after amendments constitutes your acceptance of the revised Terms.

16.4 Version History

Archived versions of these Terms may be made available upon written request. This ensures transparency and allows users to track the evolution of our policies.

17. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect. The parties agree to replace any invalid or unenforceable clause with one that is valid and most closely reflects the intent of the original.

18. Entire Agreement

This Agreement, together with our **Privacy Policy** and any additional terms presented to you when accessing specific Services, constitutes the **entire agreement** between you and **FOP Drobina Nataliia Oleksandrivna** regarding the use of Videlise. It supersedes all prior agreements, communications, or representations, whether oral or written, related to the Services.

19. Waiver

No waiver of any term or condition of this Agreement shall be deemed a continuing waiver of such term or of any other provision. Failure by Videlise to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.

20. Assignment

You may not assign, transfer, or delegate any of your rights or obligations under this Agreement without our prior written consent. Any attempted assignment in violation of this section shall be null and void.

We may freely assign or transfer our rights and obligations under this Agreement without restriction, including in the event of a **merger, acquisition, or sale of assets**.

21. Force Majeure

We shall not be liable or responsible for any failure or delay in performance caused by events beyond our reasonable control, including but not limited to:

- Natural disasters, fires, floods, or other acts of God.
- War, terrorism, armed conflicts, or civil unrest.
- Strikes, labor disputes, or governmental actions.
- Failures of telecommunications or internet service providers.
- Cyberattacks, hacking, or widespread malware infections.
- Unavailability of third-party services or platforms essential for Videlise's operation.

In such cases, our obligations will be suspended for the duration of the event, and we will make reasonable efforts to resume services as soon as possible.

22. Contact Information

If you have any questions, concerns, or complaints regarding this Agreement or our Services, you may contact us at:

Legal Entity: FOP Drobina Nataliia Oleksandrivna

Tax Identification Number: 3345108167

Address: 66 Serhii Kolachevskyi Street, Office 14, Kryvyi Rih, Dnipropetrovsk Region, 50047, Ukraine

Phone: +380 97 439 7995

Email: support@videlise.com

We aim to respond to all inquiries in a timely manner and in accordance with applicable Ukrainian and international laws.