

Terms of Service of Pictory

Last Updated: 2026/05/06

1. Introduction

1.1 Purpose of This Agreement

These Terms of Service (“Terms”, “Agreement”) constitute a legally binding agreement between you (“User”, “you”, or “your”) and **WONG KA HO**, acting as a sole proprietor registered in Hong Kong and the owner of the Pictory platform (including <https://pictory.net/> website and Pictory mobile app).

This Agreement governs your access to and use of:

- the **Pictory mobile application** (the “App”);
- the **website located at <https://pictory.net/>** (the “Website”);

(collectively, the “Services”).

By accessing, downloading, installing, or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which forms an integral part of this Agreement.

If you do not agree with these Terms, you must immediately discontinue use of the Services.

Pictory provides AI-powered tools for generating, editing, and enhancing visual content, including images and creative media. The Services are intended for lawful, personal use unless otherwise expressly permitted.

We may update these Terms from time to time. Continued use of the Services after such updates constitutes acceptance of the revised Terms.

If you have any questions, please contact us at **support@pictory.net**

2. Eligibility and User Requirements

2.1 Minimum Age

You must be at least **13 years old** (or the minimum age required in your jurisdiction, such as 16 in the European Union) to use the Services.

If you are under the applicable age, you may use the Services only under the supervision of a parent or legal guardian who agrees to these Terms on your behalf.

2.2 Legal Capacity

By using the Services, you confirm that you have the legal capacity to enter into a binding agreement under applicable law.

If you are using the Services on behalf of a business or other entity, you represent that you have the authority to bind that entity to these Terms.

2.3 Account Responsibility

If you create an account, you agree to:

- provide accurate and complete information;
- keep your login credentials secure;
- accept responsibility for all activities under your account.

We reserve the right to suspend or terminate accounts that violate these Terms.

2.4 Geographic Availability

The Services are available globally, except in regions restricted by applicable laws or sanctions.

By using the Services, you confirm that you are not located in a jurisdiction subject to applicable trade restrictions.

2.5 Compliance with Laws

You agree to use the Services in compliance with all applicable laws and regulations.

Use of the Services for unlawful, fraudulent, or harmful purposes is strictly prohibited.

3. Account Registration and Security

3.1 Account Creation

To access certain features of the Services, you may be required to create an account.

You agree to:

- provide accurate, current, and complete information during registration;
- update your information when necessary;
- avoid using false or misleading data.

Failure to comply may result in suspension or termination of your account.

3.2 Account Credentials

You are responsible for maintaining the confidentiality of your login credentials, including your email and password.

You agree not to:

- share your account with others;
- allow unauthorized access to your account.

All activities under your account are considered your responsibility.

If you suspect unauthorized access, you must notify us immediately at **support@pictery.net**.

3.3 Multi-Device Access

If you use the Services across multiple devices, certain data (such as preferences or content) may be synchronized using secure systems.

By using such features, you consent to the necessary data transfer and processing.

3.4 Account Termination

You may delete your account at any time.

We reserve the right to suspend or terminate your account if:

- you violate these Terms;
- your account is used for unlawful or abusive purposes;
- required by law or regulatory obligations.

Upon termination, access to the Services may be revoked.

3.5 Account Recovery

We may offer account recovery options where possible. Verification may be required to confirm ownership.

We are not responsible for losses resulting from failure to secure your account.

4. License and Acceptable Use

4.1 License Grant

Subject to compliance with these Terms, Pictery grants you a limited, non-exclusive, non-transferable, and revocable license to:

- access and use the App and Website;
- create, edit, and export content using available features;
- use the Services for personal, lawful purposes.

This license does not grant ownership of any intellectual property.

4.2 Restrictions

You agree **not to**:

1. reverse engineer, decompile, or modify the Services;
2. copy, distribute, or reproduce any part of the Services without permission;
3. bypass or interfere with security features or payment systems;
4. use automated systems (bots, scraping) to access the Services;
5. upload or generate content that violates laws or third-party rights;
6. create or distribute harmful, misleading, or illegal content;
7. resell, lease, or sublicense access to the Services;
8. interfere with system performance or infrastructure.

Violation of these restrictions may result in immediate termination.

4.3 Ownership

All rights to the Services — including software, design, trademarks, and content — belong to sole proprietor **WONG KA HO**.

No rights are transferred except as explicitly stated.

4.4 User-Generated Content

You retain ownership of the content you create using the Services.

However, you grant Pictery a limited, non-exclusive, worldwide license to:

- process, store, and display your content solely for the purpose of operating the Services.

We do not use your content for commercial purposes without your consent.

4.5 Feedback

If you provide feedback or suggestions, you grant us the right to use them without restriction or compensation.

5. Subscriptions and Payments

5.1 Subscription Model

Pictery operates on a **freemium model**. Basic features may be available free of charge, while advanced features require a paid subscription.

Premium features may include:

- advanced AI editing tools;
- additional filters and effects;
- extended functionality and export options.

5.2 Billing and Renewal

All purchases are processed through **Google Play Billing** or other authorized platforms.

By purchasing a subscription, you agree that:

- charges will be applied to your selected payment method;
- subscriptions renew automatically at the end of each billing period unless cancelled in advance.

You can manage or cancel your subscription through your Google Play account settings.

5.3 Pricing and Taxes

Prices are displayed in your local currency where applicable and may include taxes depending on your region.

We reserve the right to change pricing. Any changes will take effect at the next billing cycle.

5.4 Trials and Promotions

We may offer:

- free trials;
- discounted subscriptions;
- promotional offers.

Unless cancelled before the trial period ends, the subscription may automatically convert into a paid plan.

5.5 Payment Security

All payments are handled by certified third-party providers (e.g., Google Play).

We do **not store or process full payment card details**.

6. Refunds and Cancellations

6.1 Refund Policy

All payments are subject to the policies of the platform through which the purchase was made (e.g., Google Play).

To request a refund, you must use the official platform tools (e.g., Google Play → Order History → Request a Refund).

We do not directly issue refunds outside of these platforms.

6.2 Eligibility

Refunds may be granted in cases such as:

- accidental or duplicate charges;
- technical issues preventing proper use of the Services;
- unauthorized transactions.

Refunds are generally not provided for:

- change of mind;
- unused subscription periods;
- failure to cancel automatic renewal.

Each case is reviewed in accordance with platform policies and applicable law.

6.3 Cancellation

You may cancel your subscription at any time.

After cancellation:

- you retain access to premium features until the end of the current billing period;
- your account reverts to the free version afterward.

6.4 Service Changes

We may modify or discontinue subscription plans.

Where required by law, appropriate notice or compensation may be provided.

6.5 Statutory Rights

Nothing in these Terms limits your rights under applicable consumer protection laws.

7. User Content and Intellectual Property

7.1 Ownership of User Content

You retain full ownership of any images, media, or content that you create, upload, or generate using the Services.

Pictory does not claim ownership over your content.

However, by using the Services, you grant Pictory a limited, non-exclusive, worldwide, royalty-free license to:

- process, store, and display your content;
- perform necessary technical operations (such as rendering, caching, or exporting);

solely for the purpose of operating and improving the Services.

7.2 User Responsibility

You are solely responsible for any content you create, upload, or share.

You agree that your content will not:

- infringe intellectual property rights of third parties;
- violate privacy or personal data rights;
- contain unlawful, harmful, or misleading material;
- include content that is defamatory, abusive, or otherwise inappropriate.

We reserve the right to remove content that violates these Terms or applicable laws.

7.3 Intellectual Property of Pictery

All rights related to the Services — including:

- software, algorithms, and AI models;
- design, interface, and visual elements;
- trademarks, branding, and logos;

are the exclusive property of **WONG KA HO**.

Unauthorized use of these assets is prohibited.

7.4 Reporting Infringement

If you believe that content within the Services infringes your rights, you may contact us at:

support@pictery.net

Please include sufficient details to allow us to investigate and take appropriate action.

8. Prohibited Conduct

To maintain a safe and lawful environment, you agree not to engage in the following activities:

8.1 Technical Misuse

- attempting to access or interfere with system infrastructure;
- introducing malware, viruses, or harmful code;
- bypassing security or payment mechanisms;
- using bots or automated tools to access the Services.

8.2 Unauthorized Use

- copying, distributing, or modifying the Services without permission;
- impersonating another person or entity;

- attempting to gain unauthorized access to accounts or systems.

8.3 Illegal or Harmful Activities

- using the Services for unlawful purposes;
- creating or distributing content that violates laws or rights of others;
- engaging in harassment, abuse, or harmful behavior.

8.4 Commercial Misuse

- using the Services for commercial purposes without authorization;
- reselling access to the Services;
- integrating the Services into third-party products without permission.

8.5 Consequences

Violation of this section may result in:

- suspension or termination of your account;
- restriction of access to the Services;
- reporting to relevant authorities where required.

Pictory maintains a zero-tolerance policy for abuse, fraud, and illegal activity.

9. Third-Party Services and Links

9.1 Integration of Third-Party Services

Pictory may integrate or rely on third-party services to provide certain features, including:

- **Google Play Billing** for payment processing;
- **analytics and performance tools** (e.g., Firebase, Google Analytics);
- **cloud infrastructure providers** for processing and storage;
- **optional sharing integrations** with external platforms.

These services are used only to the extent necessary for the operation of the Services.

9.2 Independent Responsibility

Third-party services operate under their own terms and privacy policies.

When you interact with such services, you are subject to their respective terms. Pictory is not responsible for the practices or content of third parties.

9.3 External Links

The Website or App may contain links to external websites.

We do not control or guarantee the accuracy, availability, or content of such resources. Accessing third-party websites is at your own risk.

9.4 Limitation of Liability

Pictery is not liable for:

- damages arising from use of third-party services;
- data practices of external platforms;
- interruptions caused by third-party providers.

10. Data Protection and Privacy

10.1 Commitment to Data Protection

Pictery processes personal data in accordance with applicable laws, including Hong Kong regulations and, where applicable, the GDPR.

We collect and use data only as necessary to provide and improve the Services.

10.2 Privacy Policy

Our **Privacy Policy** forms an integral part of these Terms and explains:

- what data we collect;
- how it is used and protected;
- your rights regarding your data.

By using the Services, you also agree to our Privacy Policy.

10.3 Data Security

We implement appropriate technical and organizational measures to protect personal data.

However, no system is completely secure, and users should take reasonable precautions when using online services.

10.4 International Data Transfers

Your data may be processed outside your country of residence.

We apply appropriate safeguards to ensure that such transfers comply with applicable data protection standards.

10.5 User Responsibility

You are responsible for:

- maintaining the confidentiality of your account;
 - ensuring that your use of the Services complies with applicable laws.
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11. Service Availability and Updates

11.1 Continuous Improvement

Pictory aims to provide reliable and high-quality Services. However, we do not guarantee uninterrupted or error-free operation at all times.

The Services may be temporarily unavailable due to:

- maintenance;
- system updates;
- technical issues beyond our control.

11.2 Updates and Modifications

We may update, modify, or improve the Services at any time.

This may include:

- feature enhancements;
- bug fixes and security updates;
- interface changes.

Some updates may be applied automatically. Continued use of the Services requires accepting such updates.

11.3 Feature Changes

We reserve the right to:

- add, modify, or remove features;
- discontinue certain functionalities.

We will provide notice where required by applicable law.

11.4 Third-Party Dependencies

The Services rely on third-party infrastructure (e.g., cloud providers, analytics platforms).

We are not responsible for disruptions caused by such providers.

11.5 No Guarantee of Future Features

Features currently available may be modified or discontinued at any time.

We do not guarantee the availability of any specific functionality in the future.

12. Termination of Service

12.1 Voluntary Termination by User

You may stop using the Services at any time and may delete your account if applicable.

Deletion of your account may result in permanent loss of associated data.

12.2 Termination by Pictery

We may suspend or terminate your access to the Services if:

- you violate these Terms;
- you engage in unlawful or abusive behavior;
- required by legal or regulatory obligations;
- the Services are discontinued.

12.3 Effect of Termination

Upon termination:

- your access to the Services may be revoked;
- any licenses granted under these Terms will end;
- your data may be deleted in accordance with the Privacy Policy.

12.4 Reinstatement

You may contact us to request review of a suspension or termination. Reinstatement is not guaranteed.

12.5 Service Discontinuation

If Pictery discontinues the Services, we will attempt to provide reasonable notice where possible.

13. Limitation of Liability

13.1 General Limitation

To the maximum extent permitted by applicable law, **WONG KA HO**, operating Pictery Platform, shall not be liable for any indirect, incidental, consequential, or special damages arising from your use of the Services, including but not limited to:

- loss of data, profits, or revenue;
- service interruptions or downtime;

- errors, bugs, or technical failures;
- unauthorized access to your account or data.

This applies regardless of the legal basis of the claim.

13.2 Maximum Liability

To the extent permitted by law, our total liability for any claim related to the Services shall not exceed the amount you paid (if any) for the Services within the **three (3) months** preceding the event giving rise to the claim.

If you use the free version of the Services, liability is limited to the maximum extent permitted by law.

13.3 Third-Party Services

We are not responsible for:

- services provided by third parties;
- actions or omissions of external providers;
- damages resulting from interactions with third-party platforms.

13.4 User Responsibility

You are responsible for maintaining backups of your content and ensuring proper use of the Services.

We do not guarantee that your data will always be recoverable.

13.5 Legal Exceptions

Some jurisdictions do not allow certain limitations of liability. In such cases, these limitations apply only to the extent permitted by law.

14. Disclaimer of Warranties

14.1 “As Is” Basis

The Services are provided on an **“as is”** and **“as available”** basis.

We make no guarantees that the Services will:

- meet your expectations;
- be uninterrupted or error-free;
- be compatible with all devices or systems;
- produce specific results.

14.2 No Implied Warranties

To the fullest extent permitted by law, we disclaim all implied warranties, including:

- merchantability;
- fitness for a particular purpose;
- non-infringement.

14.3 Third-Party Dependencies

We rely on third-party services (e.g., app stores, analytics providers).

We do not guarantee their availability, reliability, or performance.

14.4 User Responsibility

You are responsible for:

- ensuring your device meets technical requirements;
- protecting your data;
- using the Services in compliance with applicable laws.

14.5 Service Interruptions

We do not guarantee continuous availability of the Services. Interruptions may occur due to maintenance, updates, or external factors.

15. Indemnification

15.1 User Responsibility

You agree to indemnify, defend, and hold harmless **WONG KA HO**, operating Pictory platform and its affiliates, partners, and service providers from and against any claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising out of or related to:

- your use or misuse of the Services;
- your violation of these Terms or applicable laws;
- your infringement of any third-party rights, including intellectual property or privacy rights;
- any content you create, upload, or distribute using the Services.

This obligation survives termination of your use of the Services.

15.2 Cooperation

We reserve the right to assume control of the defense of any matter subject to indemnification. You agree to cooperate with us in the defense of such claims.

15.3 Good Faith

This clause is intended to ensure fair use of the Services and accountability for misuse. We will act reasonably and in good faith in handling any claims.

16. Governing Law and Dispute Resolution

16.1 Governing Law

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

16.2 Dispute Resolution

Before initiating formal legal proceedings, you agree to attempt to resolve any dispute by contacting us at:

support@pictery.net

We will make reasonable efforts to resolve disputes amicably within a reasonable timeframe.

If a dispute cannot be resolved informally, it shall be submitted to the competent courts of **Hong Kong**.

16.3 Language

These Terms are written in English. In the event of any translation discrepancies, the English version shall prevail.

16.4 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.5 No Class Actions

To the extent permitted by law, disputes shall be resolved individually. Collective or class actions are not permitted.

17. Force Majeure

17.1 Definition

Pictery shall not be liable for any failure or delay in performance of its obligations due to events beyond its reasonable control ("Force Majeure"), including but not limited to:

- natural disasters (e.g., floods, earthquakes, fires);
- war, terrorism, or civil unrest;
- strikes or labor disputes;
- power outages or internet disruptions;

- acts of government or regulatory authorities;
- pandemics or public health emergencies.

17.2 Effect of Force Majeure

During a Force Majeure event:

- our obligations may be suspended for the duration of the event;
- we will make reasonable efforts to restore Services as soon as possible;
- we may modify or temporarily limit functionality if necessary.

17.3 User Acknowledgment

You acknowledge that such events are beyond our control and do not constitute a breach of these Terms.

18. Contact Information

If you have any questions, concerns, or requests regarding these Terms or the Services, you may contact us:

Legal Entity: WONG KA HO

Registered Address:

FLAT/RM 2 10/F THE CLOUD
NO. 111 TUNG CHAU STREET
TAI KOK TSUI, KOWLOON
HONG KONG

Email: support@pictery.net

Phone: +852 9740 2890

Website: <https://pictery.net/>

We aim to respond to all legitimate inquiries within a reasonable timeframe.