

Terms of Service of Pixflame

Last Updated: 2025/08/10

1. Introduction

1.1 Purpose of This Agreement

These Terms of Use (“Terms”, “Agreement”) constitute a legally binding agreement between you (“User”, “you”, or “your”) and **FOP Hrymaliuk Pavlo Ivanovych**, a sole proprietor registered under the laws of Ukraine, with Tax Identification Number **3413810710**, and registered address **18 Instytutska Street, Apt. 49, Kyiv, 01021, Ukraine** (“Pixflame”, “we”, “our”, or “us”).

This Agreement governs your access to and use of the **Pixflame mobile application** (the “App”) and the **Pixflame website** located at <https://pixflame.co> (the “Website”), collectively referred to as the “Services”.

By downloading, installing, or using the App, or by accessing the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with our **Privacy Policy**, which forms an integral part of this Agreement. If you do not agree with these Terms, you must immediately cease using the Services.

Pixflame provides a creative platform for editing, enhancing, and sharing photos using a wide range of artistic filters, tools, and effects. Our Services are designed for personal, non-commercial use unless explicitly authorized otherwise in writing.

We may update these Terms periodically to reflect changes in our operations, features, or applicable laws. Any modifications will take effect upon posting on the Website or within the App. Your continued use of the Services after such updates constitutes your acceptance of the revised Terms.

If you have questions about this Agreement, please contact us at **support@pixflame.co** before using the Services.

2. Eligibility and User Requirements

2.1 Minimum Age

You must be at least **13 years old** (or the minimum age of digital consent in your jurisdiction, such as **16** within the European Union) to create an account or use the Services. If you are under the applicable age, you may use Pixflame only under the direct supervision of a parent or legal guardian who has reviewed and accepted these Terms on your behalf.

We do not knowingly allow children under the minimum age to create accounts, make purchases, or access features that involve data collection or online interactions. For details regarding how we protect minors, please refer to our **Privacy Policy**.

2.2 Legal Capacity

By using the Services, you confirm that you possess the legal capacity to enter into binding agreements under applicable law. If you are using Pixflame on behalf of a business or other entity, you represent and warrant that you have full authority to bind that entity to these Terms.

2.3 Account Ownership

Each account created within the Pixflame App is personal and non-transferable. You agree to:

- Provide accurate and complete information during registration;
- Maintain the confidentiality of your login credentials;
- Accept full responsibility for all activities conducted under your account.

Pixflame reserves the right to suspend or terminate accounts that are found to be fraudulent, inactive, or in violation of these Terms.

2.4 Geographic Availability

Our Services are available globally, except in regions restricted by law or trade sanctions. By using Pixflame, you confirm that you are not located in a country or territory subject to international embargoes or sanctions imposed by the **European Union, United States, or United Nations**.

2.5 Compliance with Laws

You are solely responsible for ensuring that your use of the Services complies with all local laws, regulations, and community standards applicable in your country or jurisdiction. Any use of Pixflame for illegal or unethical purposes is strictly prohibited.

Pixflame reserves the right to deny or revoke access to the Services at its discretion if it has reason to believe that a user violates these conditions or applicable legal requirements.

3. Account Registration and Security

3.1 Account Creation

To access certain features of the Pixflame App or Website, you may be required to create a personal account. Registration is voluntary but may be necessary for saving projects, synchronizing data, or activating premium subscriptions. When registering, you agree to provide **accurate, current, and complete information**, and to update it promptly in case of changes. Providing false or misleading data may result in suspension or termination of your account.

3.2 Account Credentials

You are solely responsible for safeguarding the confidentiality of your login credentials — including your username, password, and any authentication methods associated with your

account.

You agree not to share your credentials with others or allow third parties to use your account. Any activity performed under your account is presumed to have been authorized by you.

If you believe your account has been compromised or accessed without authorization, you must notify us immediately at support@pixflame.co. Pixflame is not liable for any losses resulting from your failure to secure your credentials or promptly report unauthorized access.

3.3 Multi-Device Access

If you use Pixflame on multiple devices, certain information (such as projects, preferences, or subscription data) may be synchronized through secure cloud mechanisms. By enabling synchronization, you consent to the transfer and temporary storage of this data for operational purposes.

3.4 Account Termination

You may delete your account at any time through the App settings or by contacting us directly. Deleting your account will permanently remove stored data and cannot be undone. Pixflame reserves the right to suspend or terminate an account, with or without notice, if it believes the account:

- Violates these Terms or applicable law;
- Engages in fraudulent, abusive, or harmful activity;
- Is inactive for an extended period.

In the event of termination, all licenses granted under this Agreement will immediately cease.

3.5 Account Recovery

If you lose access to your account (e.g., forgotten password or lost email access), Pixflame may, at its discretion, offer account recovery options. We may require proof of ownership, such as transaction records or device identifiers, to prevent unauthorized recovery attempts.

Pixflame treats account security as a top priority but cannot guarantee protection from all forms of cyberattacks or breaches. Users are encouraged to maintain strong security practices and ensure the integrity of their devices.

4. License and Acceptable Use

4.1 License Grant

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

- Download and install the App on compatible Android devices;

- Access and use the Website and App solely for lawful, personal, non-commercial purposes;
- Create, edit, and export images and visual content using the features provided by the App.

This license does not convey any ownership rights over the App, Website, or intellectual property belonging to Pixflame or its licensors.

4.2 Restrictions

You agree **not to**:

1. Modify, reverse-engineer, decompile, or disassemble any part of the App or Website;
2. Copy, distribute, or reproduce the App's source code or visual assets without written authorization;
3. Circumvent, disable, or interfere with any security-related features, payment systems, or content restrictions;
4. Use the Services for automated data extraction, scraping, or competitive analysis;
5. Upload, share, or create content that violates laws, intellectual property rights, or third-party privacy;
6. Use Pixflame to generate harmful, deceptive, or inappropriate materials, including defamatory, obscene, or discriminatory content;
7. Rent, lease, sublicense, or sell access to your account or any part of the Services;
8. Interfere with the normal functioning of the App or its servers through hacking, malware, or denial-of-service attempts.

Violation of these restrictions constitutes a material breach of the Agreement and may lead to immediate termination of your access without refund.

4.3 Ownership

All rights, titles, and interests in and to the App, Website, trademarks, logos, software code, design elements, and any related intellectual property are owned by **FOP Hrymaliuk Pavlo Ivanovych** or its licensors. Except as expressly granted herein, no part of the Services or content may be used, copied, or distributed without written consent.

4.4 User-Generated Content

You retain ownership of any photos, edits, or creative works produced using Pixflame. However, by uploading or sharing such content within the App, you grant Pixflame a **limited, worldwide, non-exclusive, royalty-free license** to host, process, and display the content solely for the purpose of operating and improving the Services. Pixflame does not claim ownership over your creations and will never use user-generated content for commercial or promotional purposes without explicit consent.

4.5 Feedback and Suggestions

Any feedback, ideas, or feature suggestions submitted to Pixflame may be used freely to enhance our Services. By providing such input, you grant Pixflame a perpetual, irrevocable, and royalty-free license to implement or adapt these ideas without compensation.

Pixflame respects the creative freedom of its users but expects them to use the platform responsibly, ethically, and in compliance with all applicable laws and these Terms.

5. Subscriptions and Payments

5.1 Subscription Model

Pixflame operates on a **freemium basis** — users can access essential features free of charge and optionally purchase a **premium subscription** to unlock advanced filters, AI-enhancement tools, and exclusive effects.

All purchases and renewals are processed securely through **Google Play Billing** or other officially supported payment gateways. Pixflame never stores or directly handles payment card information.

5.2 Billing and Renewal

By subscribing to a paid plan, you authorize Google Play (or the applicable platform) to charge your selected payment method for the agreed subscription term. Subscriptions are **automatically renewed** at the end of each billing cycle unless cancelled in advance. Users can manage or cancel renewals at any time via their **Google Play account settings**.

If a payment attempt fails, Google Play may retry automatically. Pixflame reserves the right to suspend premium access until payment is successfully completed.

5.3 Pricing and Taxes

All prices displayed within the App or Website are shown in the local currency applicable to your region and **include taxes** where required by law. Prices may change due to market conditions or exchange rate fluctuations, but any adjustments will take effect **only at the start of the next billing cycle**, and users will be notified beforehand.

5.4 Promotional Offers and Trials

Pixflame may occasionally offer **discounts or trial periods** to new or returning users. Trials provide temporary premium access and automatically convert to paid subscriptions unless cancelled before expiration. Each trial or promotion is subject to specific eligibility criteria and cannot be combined with other offers.

5.5 Payment Security

All payment transactions are processed using **encrypted and PCI DSS-compliant systems** provided by trusted third-party processors (such as Google Play). Pixflame never requests your payment information outside official app store interfaces. If you receive such a request, consider it fraudulent and report it to us immediately at **support@pixflame.co**.

5.6 Non-Transferability

Subscriptions and premium benefits are tied to your personal account and cannot be transferred, shared, or resold. Unauthorized resale or account sharing constitutes a breach of these Terms and may result in immediate suspension.

Pixflame emphasizes fairness and transparency — users always retain full control over their payments, renewals, and cancellations.

6. Refunds and Cancellations

6.1 Refund Policy

All purchases made through **Google Play** are governed by the **Google Play refund policy** and local consumer protection laws.

As Pixflame does not directly process payments, refund requests must be submitted through your Google Play account under *Order History* → *Request a Refund*.

Pixflame will cooperate with Google to review eligible refund cases but cannot directly issue or guarantee refunds made outside authorized platforms.

6.2 Eligibility for Refunds

Refunds are typically granted only if:

- You were charged in error;
- The subscription was renewed without your consent due to a technical issue;
- The App fails to function as described and no solution is provided after verified support correspondence.

Refunds will not be issued for:

- Accidental purchases after accessing premium content;
- Dissatisfaction based on personal preference;
- Situations resulting from user negligence (e.g., forgetting to cancel a renewal).

Each refund case is reviewed individually in accordance with Google Play's terms and applicable law.

6.3 Cancellation

You may cancel your premium subscription at any time before the next renewal date via **Google Play → Payments & Subscriptions**. After cancellation, you retain access to premium features until the end of the current billing cycle. Once the term expires, your account automatically reverts to the free plan without loss of access to saved projects.

6.4 Service Termination by Pixflame

Pixflame reserves the right to discontinue premium services or modify available subscription tiers. In such cases, users will receive **advance notice**, and if the change materially affects your access, a **pro-rata refund** may be provided where legally required.

6.5 Statutory Rights

Nothing in this section affects your statutory rights under applicable consumer protection laws in your country of residence.

Pixflame aims to maintain transparent payment practices and fair handling of user concerns, ensuring that all transactions remain secure, traceable, and compliant with international standards.

7. User Content and Intellectual Property

7.1 Ownership of User Content

Pixflame allows users to create, edit, and export images using the App's tools and filters. All photos, edits, and creative works you produce remain **your sole property**. Pixflame does not claim ownership of any content generated or uploaded by users.

By uploading or processing content through the App, you grant Pixflame a **limited, non-exclusive, royalty-free, and revocable license** to host, store, process, and display your content solely for the purpose of operating and improving the Services. This license is necessary, for example, to enable temporary cloud caching, synchronization, or export functionality.

We do not use, publish, or distribute user-generated content for promotional or commercial purposes without your explicit consent.

7.2 User Responsibility for Content

You are solely responsible for all materials you create, upload, or share using Pixflame. You agree that your content will not:

- Infringe upon any third-party rights, including copyright, trademark, or privacy rights;
- Contain any defamatory, obscene, offensive, or illegal material;
- Violate the rights of others or promote discrimination, hate speech, or violence;
- Include unauthorized likenesses, personal data, or confidential information of others.

Pixflame reserves the right (but not the obligation) to review and remove any content that appears to violate these Terms, applicable law, or store policies.

7.3 App Content and Ownership

All intellectual property rights related to Pixflame — including but not limited to **source code, algorithms, design, trademarks, graphics, user interface, and documentation** — are the exclusive property of **FOP Hrymaliuk Pavlo Ivanovych** or its licensors. You are granted only a limited right to use the App and Website in accordance with these Terms; no transfer of ownership is implied.

The name “Pixflame”, the logo, and associated visual elements are protected trademarks under Ukrainian and international intellectual property laws. Unauthorized use of any of these marks is strictly prohibited.

7.4 Reporting Infringement

If you believe that content hosted on Pixflame infringes your rights, you may submit a written notice to **support@pixflame.co** including:

- Your name and contact details;
- A description of the infringing content;
- Proof of ownership or authorization;
- A clear statement requesting removal or restriction.

We will investigate all valid claims and take appropriate action in accordance with applicable copyright and data protection laws.

Pixflame respects creativity and intellectual property equally — protecting both the rights of users and the integrity of the platform.

8. Prohibited Conduct

To maintain a safe and lawful environment, all users must use Pixflame responsibly. You agree **not to engage in** or attempt any of the following actions:

8.1 Technical Misuse

- Accessing, modifying, or interfering with the App’s source code, APIs, or back-end systems;
- Introducing viruses, malware, or any harmful code intended to damage or disrupt the Services;
- Circumventing or attempting to bypass access controls, payment systems, or geographic restrictions;

- Using bots, scripts, or automated systems to interact with Pixflame, collect data, or manipulate usage statistics.

8.2 Unauthorized Use

- Copying, redistributing, or sublicensing the App or Website content without permission;
- Impersonating another individual or misrepresenting your identity;
- Attempting to gain unauthorized access to user accounts, servers, or databases;
- Exploiting bugs or vulnerabilities for personal gain or to harm others.

8.3 Illegal or Unethical Behavior

- Using Pixflame for unlawful, misleading, or fraudulent activities;
- Uploading or distributing illegal content, including that which violates copyright, privacy, or decency laws;
- Harassing, threatening, or defaming other users;
- Engaging in behavior that promotes discrimination, violence, or hate speech.

8.4 Commercial Misuse

- Using Pixflame for commercial services (such as paid photo editing) without written authorization;
- Embedding or integrating the App into third-party platforms without approval;
- Using the App to advertise, sell, or distribute unrelated goods or services.

8.5 Consequences of Violation

Pixflame reserves the right to suspend, restrict, or permanently terminate any account found to be in violation of these Terms or applicable law. Serious or repeated violations may also result in reporting to law enforcement or platform authorities (e.g., Google Play).

Pixflame maintains zero tolerance toward abusive, illegal, or unethical activity and is committed to protecting the safety and trust of its user community.

9. Third-Party Services and Links

9.1 Integration of Third-Party Services

Pixflame may integrate or rely on third-party services to provide certain functionalities within the App or Website. These may include:

- **Payment processing** (Google Play Billing);
- **Analytics and performance monitoring** (Firebase, Google Analytics);

- **Cloud storage and synchronization** of user projects;
- **Social media integrations** for sharing edited photos.

Each third-party service is selected carefully and used only to the extent necessary for the proper functioning of Pixflame. We ensure that our partners comply with applicable privacy and security standards.

9.2 Independent Responsibility

All third-party platforms and services operate under their own terms and privacy policies. When interacting with them (for example, logging in with a Google account or sharing content on social media), you are subject to those external policies and not solely to these Terms. Pixflame is **not responsible** for the content, data handling, or practices of such third parties, even if accessed through links or features in our App.

9.3 External Links

The Website or App may contain links to external websites or resources for informational purposes. These links are provided in good faith but do not imply endorsement or control. Pixflame does not guarantee the accuracy, relevance, or availability of external content. Users are encouraged to review the respective terms and policies of any linked resources before engaging with them.

9.4 Liability Limitation for Third-Party Content

Pixflame is not liable for:

- Damages or losses resulting from reliance on third-party information;
- Data collection or advertising practices of third-party sites;
- Service interruptions caused by third-party platforms.

While we take steps to partner only with reputable providers, ultimate responsibility for reviewing and consenting to third-party terms rests with the user.

10. Data Protection and Privacy

10.1 Commitment to Data Protection

Pixflame is committed to protecting user privacy and processing data in accordance with applicable **Ukrainian law**, the **General Data Protection Regulation (GDPR)**, and other relevant international standards. We collect and use personal information solely for purposes related to providing, maintaining, and improving the Services, as described in our **Privacy Policy**.

10.2 Scope of the Privacy Policy

The Privacy Policy is an integral part of these Terms and governs all aspects of data collection, processing, retention, and user rights. By agreeing to these Terms, you also agree to the Privacy

Policy available at:

 <https://pixflame.co/privacy.pdf>

The Policy explains in detail:

- What data we collect and why;
- How we use, store, and protect it;
- How users can exercise their rights regarding access, correction, or deletion.

10.3 Data Security

Pixflame employs encryption, access controls, and secure storage to safeguard personal data from unauthorized access or disclosure. However, you acknowledge that **no system can guarantee absolute security**, and you agree to use the Services with reasonable caution.

10.4 Data Transfers

User data may be processed outside of your country of residence, including within the **European Union** or other jurisdictions where our partners operate. We ensure all transfers occur under legally recognized safeguards such as **Standard Contractual Clauses (SCCs)**.

10.5 User Responsibility

You are responsible for maintaining the confidentiality of any personal or account information you share within Pixflame. By using the App or Website, you consent to the processing of your personal data in accordance with our Privacy Policy and applicable laws.

Pixflame treats privacy as a core value — ensuring transparency, control, and accountability in all data-related operations.

11. Service Availability and Updates

11.1 Continuous Improvement

Pixflame strives to provide stable, reliable, and high-quality services. However, due to the nature of software and online infrastructure, we cannot guarantee uninterrupted or error-free operation at all times. From time to time, we may perform maintenance, updates, or upgrades that can temporarily affect availability. These interruptions are typically brief and performed to enhance performance, security, and user experience.

11.2 Updates and Modifications

Pixflame may automatically download and install updates, patches, or feature enhancements to the App without prior notice. These updates are essential to maintain security and compliance with current platform requirements. You agree that receiving such updates is a condition of using the App and that declining updates may limit functionality or cause incompatibility with newer devices or operating systems.

11.3 Feature Adjustments

We reserve the right to modify, add, or remove features or functionalities at any time, provided that such changes do not fundamentally alter the nature of the Services or degrade user rights. When a change materially affects the way you use the App (for example, the removal of a key feature), we will provide **advance notice** through in-app messages or our official channels.

11.4 Third-Party Dependencies

Pixflame relies on third-party infrastructure, such as cloud hosting and analytics platforms. While these are selected for reliability and compliance, their independent failures or updates may occasionally affect the App's performance. Pixflame is not responsible for temporary disruptions resulting from external technical issues beyond our control.

11.5 No Guarantee of Future Features

Pixflame continuously experiments with new features and tools. However, the presence of a beta or trial functionality does not guarantee its permanent inclusion. Features may be added, changed, or discontinued based on user feedback and technical considerations.

Pixflame's policy is to prioritize stability, data integrity, and user satisfaction, while transparently communicating any material service changes.

12. Termination of Service

12.1 Voluntary Termination by User

You may stop using Pixflame at any time and, if applicable, delete your account via the App's settings or by contacting us at **support@pixflame.co**. Account deletion is permanent and results in the irreversible loss of stored data, preferences, and active subscriptions.

12.2 Termination by Pixflame

Pixflame reserves the right to suspend or terminate access to the Services, in whole or in part, at its discretion, including when:

- You breach these Terms or applicable laws;
- You engage in fraud, abuse, or unauthorized activity;
- Required by court order, law enforcement, or regulatory authority;
- The App is discontinued, or major technical or business changes make continuation impractical.

In cases where termination is due to reasons unrelated to user misconduct (e.g., product discontinuation), users will be notified in advance, and refunds may be considered where applicable.

12.3 Consequences of Termination

Upon termination:

- All rights and licenses granted to you under these Terms will immediately cease;
- Access to premium features or stored projects may be permanently disabled;
- Any outstanding obligations (such as unpaid fees) will survive until resolved.

Pixflame shall not be liable for any loss of data, revenue, or opportunities resulting from termination, except as required by law.

12.4 Reinstatement

If your account has been terminated due to a suspected violation, you may request a review by submitting an appeal to support@pixflame.co. Pixflame reserves the right to deny reinstatement if the violation is confirmed.

12.5 Service Discontinuation

In the unlikely event that Pixflame ceases operations, users will receive prior notification, and where feasible, an opportunity to export or back up their data. We will act in good faith to ensure a smooth transition and protect users' rights during the discontinuation process.

Pixflame values long-term user relationships and will always aim for transparency and fairness in any service termination scenario.

13. Limitation of Liability

13.1 General Limitation

To the maximum extent permitted by applicable law, **FOP Hrymaliuk Pavlo Ivanovych** and its affiliates, employees, contractors, or partners shall not be held liable for any **indirect, incidental, consequential, or punitive damages** arising out of or related to your use of Pixflame, including but not limited to:

- Loss of data, revenue, or profits;
- Device damage or service interruption;
- Errors, bugs, or security vulnerabilities beyond our reasonable control;
- Incompatibility with certain devices or operating systems;
- Unauthorized access to or alteration of your transmissions or data.

This limitation applies even if Pixflame has been advised of the possibility of such damages, and regardless of the legal theory on which the claim is based.

13.2 Aggregate Liability Cap

In all cases, Pixflame’s **total cumulative liability** for any claim related to the Services — whether in contract, tort, negligence, or otherwise — shall not exceed the amount you paid (if any) for accessing Pixflame Premium in the **three months** preceding the event giving rise to the claim. If you use the free version of the App, Pixflame’s liability shall be limited to **the extent permitted by law**.

13.3 Third-Party Liability

Pixflame is not responsible for damages, losses, or disputes arising from your interaction with third-party services, including but not limited to app stores, analytics providers, or linked websites. These external entities are governed by their own terms and policies.

13.4 Data and Content Responsibility

You are solely responsible for safeguarding your own content and maintaining backups of important files. Pixflame cannot guarantee that your projects, photos, or files will always remain accessible or recoverable, particularly in cases of accidental deletion or service interruptions.

13.5 Legal Exclusions

Certain jurisdictions do not allow the exclusion or limitation of specific liabilities (such as for fraud, gross negligence, or death caused by negligence). In such cases, the limitations outlined above shall apply only to the extent permitted by local law.

Pixflame’s liability framework is designed to be fair, balanced, and transparent, ensuring that user rights are respected while acknowledging the technical realities of digital platforms.

14. Disclaimer of Warranties

14.1 “As Is” Basis

The App and Website are provided on an **“as is” and “as available”** basis without warranties of any kind, either express or implied. Pixflame makes no guarantees that the Services will:

- Be free from defects, errors, or interruptions;
- Meet your expectations or requirements;
- Remain available at all times or compatible with all devices;
- Produce specific results or performance outcomes.

Your use of the Services is entirely at your own risk.

14.2 No Implied Warranties

To the fullest extent permitted by law, Pixflame expressly disclaims all implied warranties, including but not limited to:

- Merchantability;

- Fitness for a particular purpose;
- Non-infringement;
- Title and quiet enjoyment.

We do not warrant that downloaded or stored content will remain accessible indefinitely or free from corruption due to factors beyond our control (such as device malfunction or user error).

14.3 External Dependencies

Pixflame may integrate with third-party services (e.g., Google Play, analytics, or AI tools). These services are provided independently, and Pixflame assumes no responsibility for their reliability, accuracy, or availability. You acknowledge that such third-party tools may be subject to updates, restrictions, or termination outside Pixflame's control.

14.4 User Responsibility

You are responsible for:

- Ensuring your device meets technical requirements;
- Keeping backups of important data;
- Using the App in compliance with all laws and store regulations.

Pixflame encourages safe and responsible use of its software, but ultimate responsibility for device security and data protection rests with the user.

14.5 No Guarantee of Uninterrupted Service

Although we make every reasonable effort to maintain uptime and stability, Pixflame cannot guarantee that the Services will operate without interruption, latency, or occasional downtime. Maintenance, software updates, or network failures may temporarily affect access.

Pixflame provides its Services in good faith and with due care — but without any implied warranty that operation will be flawless, continuous, or error-free.

15. Indemnification

15.1 User Responsibility

You agree to **indemnify, defend, and hold harmless FOP Hrymaliuk Pavlo Ivanovych**, its affiliates, employees, partners, and licensors from and against any and all claims, liabilities, damages, losses, costs, or expenses — including reasonable attorney's fees — arising out of or related to:

- Your use or misuse of Pixflame;
- Your violation of these Terms or applicable law;

- Your infringement of any third-party rights, including copyright, privacy, or trademarks;
- Content or materials you upload, create, or distribute through the Services.

This obligation survives the termination or expiration of this Agreement and continues to apply to actions or claims arising afterward.

15.2 Cooperation

Pixflame reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you. In such a case, you agree to cooperate fully with Pixflame in the defense of any claim and not to settle any dispute without our prior written consent.

15.3 Scope and Good Faith

This clause is not intended to unfairly burden users but to ensure accountability in cases of deliberate misuse or legal violations. Pixflame undertakes to handle any claims in good faith, striving to resolve conflicts through communication before legal action becomes necessary.

16. Governing Law and Dispute Resolution

16.1 Governing Law

These Terms are governed by and construed in accordance with the **laws of Ukraine**, without regard to conflict-of-law principles. All matters arising under or relating to these Terms — including their interpretation, validity, performance, or breach — shall be subject to the exclusive jurisdiction of the courts located in **Kyiv, Ukraine**, unless otherwise required by applicable international law.

16.2 Dispute Resolution Procedure

Before initiating any formal legal proceedings, both parties agree to attempt to resolve disputes **amicably** through direct communication. Users may contact Pixflame via **support@pixflame.co** with a clear description of the issue, supporting documentation, and a proposed resolution. Pixflame will review the complaint and respond within **30 calendar days**.

If an amicable settlement cannot be reached, either party may refer the matter to the competent court in Kyiv. For users residing in the **European Union**, disputes may alternatively be submitted to a recognized **Online Dispute Resolution (ODR) platform** under EU Regulation 524/2013.

16.3 Language and Interpretation

These Terms are written in **English** for international accessibility. In case of translation into other languages, the **English version shall prevail** in the event of discrepancies. Headings are provided for convenience only and shall not affect the interpretation of the Terms.

16.4 Severability

If any provision of these Terms is held invalid, illegal, or unenforceable by a competent court, the remaining provisions shall continue in full force and effect. Such invalid provision shall be replaced with a valid one that most closely reflects the original intent.

16.5 No Class Actions

You agree that any disputes shall be resolved on an **individual basis**. Class actions, collective proceedings, or representative claims are not permitted under these Terms.

Pixflame encourages open dialogue and fair resolution of conflicts, always prioritizing communication and mutual understanding before litigation.

17. Force Majeure

17.1 Definition

Pixflame shall not be held liable or responsible for any delay or failure in performance of its obligations under these Terms if such delay or failure results from events beyond its reasonable control (“Force Majeure Events”). These may include, but are not limited to:

- Natural disasters (e.g., floods, earthquakes, fires, storms);
- Acts of war, hostilities, terrorism, or civil unrest;
- Strikes, labor disputes, or shortages of essential resources;
- Power outages, internet failures, or telecommunication disruptions;
- Acts or regulations of governmental or public authorities;
- Epidemics, pandemics, or other public health emergencies.

17.2 Effect of Force Majeure

During the period of a Force Majeure Event, Pixflame’s obligations shall be suspended to the extent they are affected by the event.

Pixflame will make reasonable efforts to:

- Notify users as soon as possible of the circumstances;
- Minimize disruption and restore normal operations;
- Resume full functionality once the event has ceased.

Where the delay extends beyond a reasonable period, Pixflame reserves the right to modify, postpone, or discontinue certain services without liability.

17.3 User Acknowledgment

You acknowledge that certain external circumstances are beyond Pixflame’s control and that temporary interruptions or limitations caused by Force Majeure Events do not constitute a breach of these Terms.

Pixflame commits to transparency and fairness, keeping users informed whenever such exceptional situations arise.

18. Contact Information

If you have any questions, concerns, or complaints regarding these Terms of Use or any aspect of the Pixflame Services, you may contact us at:

Legal Entity: FOP Hrymaliuk Pavlo Ivanovych

Tax Identification Number (TIN): 3413810710

Registered Address: 18 Instytutska Street, Apt. 49, Kyiv, 01021, Ukraine

Email: support@pixflame.co

Phone: +380 68 919 6054

Website: <https://pixflame.co>

Pixflame welcomes all inquiries regarding technical issues, account assistance, privacy concerns, or general feedback. We aim to respond to all legitimate requests within **30 calendar days**, in accordance with Ukrainian and international consumer protection laws.

Final Statement

By using Pixflame, you acknowledge that you have read, understood, and agreed to these Terms of Use. You further confirm that your use of the App and Website is lawful, responsible, and compliant with all applicable regulations.

Pixflame is built on principles of **creativity, transparency, and respect for its users**. We appreciate your trust and will continue to protect it through responsible innovation, fair business practices, and unwavering commitment to user satisfaction.
