

## **Terms of Agreement**

These Terms of Agreement (“Terms”) govern your use of the Pictures-Talk application (“App”), operated by Double-N ERP Consultancy (“Company”, “we”, “us”, or “our”). By accessing or using the App, you agree to be bound by these Terms.

### **1. Use of the App**

The App allows users to create and share videos by combining images and voice recordings. You agree to use the App only for lawful purposes and in accordance with these Terms.

### **2. User-Generated Content (UGC)**

You are solely responsible for any content you upload, create, or distribute via the App (“User Content”). You represent and warrant that you have all necessary rights to your User Content and that it complies with all applicable laws and regulations.

You agree not to create, upload, or share content that includes, but is not limited to:

- Hate speech, harassment, or discriminatory material
- Content that incites violence or illegal activities
- Exploitative material, including any form of child exploitation or human trafficking
- Content related to terrorism or extremist activities
- Any content that violates the rights of others, including intellectual property rights

### **3. Content Moderation & Reporting**

The Company does not actively pre-screen User Content. However, we provide mechanisms for users or third parties to report inappropriate or unlawful content.

We reserve the right (but not the obligation) to:

- Review reported content
- Remove or restrict access to User Content
- Suspend or terminate user access in case of violations

Users are encouraged to report content that violates these Terms or applicable laws.

#### **4. Enforcement & Account Actions**

We may take appropriate action against users who violate these Terms, including removing content, restricting access to features, or terminating access to the App without prior notice.

#### **5. Disclaimer of Liability**

To the fullest extent permitted by applicable law, the Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from:

- The use or inability to use the App
- Any User Content created, shared, or distributed via the App
- Any unauthorized access to or use of the App

All User Content is created and shared at the sole responsibility of the user.

#### **6. Data Protection & Privacy (GDPR Considerations)**

The App follows a privacy-first design. The Company does not store personal user data on its own servers. Any images, audio, or generated videos are processed locally on the user's device or temporarily processed solely to provide the App's functionality.

To the extent any processing occurs, the Company acts as a **technical service provider** and does not act as a data controller over User Content. Users remain fully responsible for any personal data included in their content and for compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

The Company does not use User Content for analytics, profiling, marketing, or resale.

#### **7. Intellectual Property**

All rights, title, and interest in and to the App (excluding User Content) remain the exclusive property of the Company. You may not copy, modify, distribute, or reverse engineer any part of the App without prior written consent.

## **8. Termination**

We reserve the right to suspend or terminate access to the App at any time, without prior notice, if you violate these Terms or applicable laws.

## **9. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the competent courts in the Netherlands.

## **10. Changes to Terms**

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

## **11. Contact & Complaints**

If you have any questions, concerns, or wish to report content, you may contact the Company via the designated support channels provided within the App or App Store listing.

By using Pictures-Talk, you acknowledge that you have read, understood, and agreed to these Terms of Agreement.