

Terms of Service of Shotcut

Last Updated: 2025/12/12

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 **FOP Lapshyk Yevhen Pavlovych**, a sole proprietor registered in Ukraine (Tax Identification Number: **3302509119**), operating under the brand name **Shotcut** (“we”, “our”, or “us”).

These Terms govern your access to and use of the **Shotcut mobile application for Android devices** (the “App”) and the **Shotcut website** available at <https://www.shotcut.club> (the “Website”), collectively referred to as the “Services”.

By downloading, installing, or using the App, or by accessing the Website, you confirm that you have read, understood, and agreed to be bound by these Terms, as well as 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.

Shotcut provides users with tools for editing and processing photos and images for personal use. The Services are provided for lawful purposes only and must be used in accordance with these Terms and applicable laws.

We reserve the right to update or modify these Terms from time to time. Any changes will take effect upon publication within the App or on the Website. Continued use of the Services after such changes constitutes acceptance of the revised Terms.

2. Eligibility and User Requirements

2.1 Minimum Age

You must be at least **13 years old**, or the minimum age of digital consent applicable in your jurisdiction (such as **16 years old** in certain countries within the European Union), to use the Services.

By using Shotcut, you represent and warrant that you meet the applicable age requirement. If you are under the required age, you may not use the Services.

2.2 Legal Capacity

You represent that you have the legal capacity to enter into a binding agreement under applicable law. If you use the Services on behalf of a business or other legal entity, you confirm that you have the authority to bind such entity to these Terms.

2.3 Compliance with Laws

You agree to use the Services in full compliance with all applicable local, national, and international laws and regulations. Any use of Shotcut for unlawful, fraudulent, or abusive purposes is strictly prohibited.

2.4 Geographic Availability

The Services are intended for global use, subject to legal and regulatory restrictions. You acknowledge that access to the Services may not be permitted in certain jurisdictions, and you are responsible for ensuring that your use of Shotcut is lawful in your location.

3. Account Registration and Security

3.1 Account Creation

Some features of the Services may require the creation of a user account. Account registration is optional but may be necessary to access certain functionality, save user preferences, or manage subscriptions, where applicable.

When creating an account, you agree to provide accurate, current, and complete information and to keep such information up to date. Providing false, misleading, or incomplete information may result in suspension or termination of access to the Services.

3.2 Account Credentials and Security

You are solely responsible for maintaining the confidentiality of your account credentials, including login details and any authentication methods associated with your account.

You agree not to share your credentials with third parties or allow others to access your account. All activities performed under your account are deemed to have been authorized by you.

If you suspect unauthorized access to your account or a security breach, you must notify us promptly. Shotcut is not responsible for losses resulting from your failure to safeguard your account credentials.

3.3 Responsibility for Account Activity

You accept full responsibility for all activities conducted through your account, including actions taken by anyone who gains access due to your failure to protect login information.

Shotcut reserves the right to suspend, restrict, or terminate accounts that are found to be compromised, misused, or operated in violation of these Terms.

3.4 Account Termination and Recovery

You may stop using the Services and, where applicable, request deletion of your account at any time. Account deletion may result in permanent loss of associated data and cannot always be reversed.

Shotcut may suspend or terminate an account at its discretion if it reasonably believes that the account violates these Terms, applicable laws, or platform policies.

4. License and Acceptable Use

4.1 License Grant

Subject to your compliance with these Terms, Shotcut grants you a limited, non-exclusive, non-transferable, and revocable license to download, install, and use the App on compatible Android devices, and to access the Website, solely for lawful, personal, and non-commercial purposes.

This license does not grant you ownership of the App, Website, or any associated intellectual property.

4.2 Acceptable Use

You agree to use the Services responsibly and in accordance with these Terms. You must not:

- violate applicable laws or regulations;
- infringe intellectual property, privacy, or other rights of third parties;
- use the Services for fraudulent, misleading, or harmful activities;
- interfere with or disrupt the operation, security, or integrity of the Services.

4.3 Prohibited Activities

You agree not to:

1. modify, reverse engineer, decompile, or attempt to extract the source code of the App or Website;
2. bypass or interfere with security, access controls, or technical safeguards;
3. use automated tools, scripts, or bots to access or interact with the Services;
4. distribute malware or engage in activities that may harm users or infrastructure;
5. exploit errors or vulnerabilities for unauthorized advantage.

4.4 Intellectual Property

All rights, title, and interest in and to the Services, including software, design, trademarks, logos, and related materials, are the exclusive property of Shotcut or its licensors.

Except as expressly permitted by these Terms, no part of the Services may be copied, modified, distributed, or used without prior written consent.

5. Subscriptions and Payments

5.1 Subscription Model

Shotcut operates on a freemium model. Basic features of the App are available free of charge, while certain advanced features may be offered through a paid subscription (“Subscription”).

All purchases, renewals, and subscription management are handled exclusively through **Google Play Billing**. Shotcut does not process payments directly and does not collect or store users’ full payment card details.

5.2 Billing and Renewal

If you purchase a Subscription, you authorize Google Play to charge your selected payment method for the applicable subscription fee. Subscriptions are billed on a recurring basis (for example, monthly or annually), unless cancelled before the end of the current billing period.

Subscriptions automatically renew unless cancelled in advance via your Google Play account settings. You remain responsible for managing your subscription and ensuring timely cancellation if you no longer wish to continue.

5.3 Pricing and Taxes

Subscription prices are displayed within the App or on Google Play in the applicable local currency and may include taxes where required by law.

Shotcut reserves the right to change pricing or subscription plans in the future. Any such changes will apply prospectively and will not affect the current billing period. Where required, users will be notified in advance through Google Play or the App.

5.4 Trial Periods and Promotions

Shotcut may, from time to time, offer free trials or promotional access to paid features. Unless otherwise stated, trial subscriptions automatically convert into paid subscriptions at the end of the trial period unless cancelled before expiration.

Trial and promotional offers are subject to specific terms and eligibility criteria and may be modified or withdrawn at any time.

5.5 Payment Security

All payment transactions are processed using secure systems provided by Google Play in accordance with applicable security standards. Shotcut will never request payment information outside official Google Play interfaces.

6. Refunds and Cancellations

6.1 Refund Policy

All payments made for Shotcut subscriptions are subject to **Google Play's refund policies** and applicable consumer protection laws. Shotcut does not issue refunds directly.

To request a refund, users must submit a request through their Google Play account in accordance with Google's procedures.

6.2 Eligibility for Refunds

Refunds may be granted by Google Play in limited circumstances, such as:

- duplicate or accidental purchases;
- billing errors;
- technical issues that prevent access to paid features and cannot be resolved within a reasonable timeframe.

Refunds are not guaranteed and are determined solely by Google Play in accordance with its policies.

6.3 Cancellation of Subscriptions

You may cancel your subscription at any time through your Google Play account settings. After cancellation, you will continue to have access to paid features until the end of the current billing period. No partial refunds are provided for unused time unless required by law.

6.4 Effect of Cancellation

Once a subscription expires or is cancelled, your account will automatically revert to the free version of the Services. Access to subscription-only features will be disabled, but your existing content will not be deleted solely due to cancellation.

7. User Content and Intellectual Property

7.1 Ownership of User Content

Shotcut allows users to create, edit, and process photos and images using the tools provided within the App.

All content that you upload, edit, or generate through the Services ("User Content") remains your sole property. Shotcut does not claim ownership of your original images or edited results.

By using the Services, you grant Shotcut a limited, non-exclusive, royalty-free, and revocable license to process, store, and display User Content **solely for the purpose of providing the requested functionality**, such as editing, exporting, or temporarily caching files. This license terminates automatically once processing is completed or the content is deleted, unless retention is required for technical or legal reasons.

Shotcut does not use User Content for advertising, promotional materials, or public distribution without your explicit consent.

7.2 Responsibility for User Content

You are solely responsible for all User Content that you upload or process through the Services. You represent and warrant that:

- you own the rights to the content or have lawful authorization to use it;
- your content does not infringe intellectual property, privacy, or other rights of third parties;
- your content does not violate applicable laws or regulations.

Shotcut reserves the right, but does not assume the obligation, to restrict or disable access to User Content if it reasonably believes that such content violates these Terms or applicable law.

7.3 Intellectual Property of Shotcut

All intellectual property related to the Services — including but not limited to software code, algorithms, interface design, logos, trademarks, and documentation — is the exclusive property of Shotcut or its licensors and is protected by applicable intellectual property laws.

You may not copy, modify, distribute, or exploit any part of the Services except as expressly permitted by these Terms.

7.4 Feedback and Suggestions

If you submit feedback, suggestions, or ideas regarding the Services, you grant Shotcut a non-exclusive, perpetual, and royalty-free right to use such feedback for the purpose of improving the Services, without obligation to provide compensation.

8. Prohibited Conduct

To maintain a safe, lawful, and reliable environment, you agree not to engage in any activity that interferes with or harms the Services, other users, or Shotcut.

8.1 Technical Misuse

You must not:

- attempt to access, modify, or interfere with the App's source code, APIs, or backend systems;
- introduce malware, viruses, or harmful code;
- bypass security features, access controls, or technical restrictions;
- use automated scripts, bots, or scraping tools to interact with the Services.

8.2 Unlawful or Harmful Use

You must not use the Services to:

- engage in illegal, fraudulent, or deceptive activities;

- upload or process content that is unlawful, defamatory, obscene, or harmful;
- violate the rights or safety of others.

8.3 Unauthorized Commercial Use

You may not use Shotcut to provide paid services, resell access, or otherwise exploit the Services for commercial purposes without prior written authorization.

8.4 Consequences of Violations

Violation of these provisions may result in suspension or termination of access to the Services, without prior notice. Shotcut may also take appropriate legal action where required to protect its rights or comply with applicable law.

9. Third-Party Services and Links

9.1 Integration of Third-Party Services

The Services may rely on or integrate with limited third-party services to ensure proper functionality and distribution, including but not limited to:

- **Google Play Services** for app distribution, updates, and subscription management;
- technical infrastructure providers supporting hosting, content delivery, or system stability.

Such third-party services are used only where necessary and are selected based on reliability and compliance with applicable laws.

9.2 Independent Terms and Policies

Third-party services operate under their own terms of service and privacy policies. When you interact with third-party platforms (for example, through Google Play), your relationship is governed by the terms and policies of those third parties.

Shotcut does not control and is not responsible for the content, policies, or practices of third-party services, even if access to them is provided through the Services.

9.3 External Links

The Website or App may contain links to external websites or resources for informational purposes. Such links do not constitute endorsement or approval of the linked content.

Shotcut is not responsible for the availability, accuracy, or legality of external websites, nor for any damages or losses resulting from your interaction with them. You access external resources at your own risk.

9.4 Limitation of Liability for Third Parties

Shotcut shall not be liable for any issues arising from third-party services, including service interruptions, data handling practices, or content provided by external platforms. Users are encouraged to review third-party terms and policies before engaging with such services.

10. Data Protection and Privacy

10.1 Commitment to Data Protection

Shotcut is committed to protecting user privacy and processing personal data in accordance with applicable laws, including Ukrainian data protection legislation and, where applicable, the **General Data Protection Regulation (GDPR)**.

Personal data is collected and processed solely for purposes related to providing, maintaining, and improving the Services, as described in our Privacy Policy.

10.2 Privacy Policy as Part of These Terms

Our **Privacy Policy** forms an integral part of these Terms. By agreeing to these Terms and using the Services, you also acknowledge and accept the Privacy Policy, which explains in detail:

- what information we collect;
- how and why such information is processed;
- how long data is retained;
- what rights users have in relation to their personal data.

The Privacy Policy is available on the Website and should be reviewed carefully.

10.3 Data Security

Shotcut applies reasonable technical and organizational measures to protect personal data against unauthorized access, loss, or misuse. However, you acknowledge that no system can guarantee absolute security and that you use the Services at your own risk.

10.4 User Responsibility

You are responsible for maintaining the confidentiality of any personal information or account credentials associated with your use of the Services. Shotcut is not responsible for data breaches or losses resulting from your failure to safeguard your own devices or accounts.

11. Service Availability and Updates

11.1 Continuous Improvement

Shotcut strives to provide stable and reliable access to the Services. However, due to the nature of software and online infrastructure, we do not guarantee uninterrupted or error-free operation at all times.

Temporary interruptions may occur due to maintenance, updates, technical issues, or circumstances beyond our reasonable control. Such interruptions do not constitute a breach of these Terms.

11.2 Updates and Modifications

Shotcut may release updates, patches, or improvements to the App or Website from time to time to enhance functionality, security, or compliance with platform requirements.

Certain updates may be required to continue using the Services. You acknowledge that failure to install updates may result in reduced functionality or incompatibility with newer versions of the App or operating system.

11.3 Changes to Features

We reserve the right to modify, add, or remove features of the Services at any time. Such changes will not materially reduce your existing rights under these Terms.

The availability of any specific feature does not guarantee its continued availability in future versions of the Services.

11.4 Third-Party Dependencies

Some aspects of the Services depend on third-party infrastructure or platforms. Shotcut is not responsible for service disruptions caused by failures emphasizing from such third-party systems.

12. Termination of Service

12.1 Voluntary Termination by User

You may stop using the Services at any time by uninstalling the App or discontinuing access to the Website. Where applicable, you may request deletion of your account in accordance with our Privacy Policy.

Termination of use does not automatically cancel active subscriptions, which must be managed separately through Google Play.

12.2 Termination by Shotcut

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

- you violate these Terms or applicable laws;
- you misuse the Services or engage in prohibited conduct;
- required by a lawful order or regulatory authority;
- continued operation of the Services becomes impractical due to technical or business reasons.

Where reasonably possible, we may provide notice prior to termination, but immediate termination may occur in cases involving serious violations or security risks.

12.3 Effects of Termination

Upon termination:

- your right to access and use the Services will immediately cease;
- access to subscription-based features may be revoked;
- certain obligations under these Terms may survive termination as required by law.

Shotcut shall not be liable for any loss of data or content resulting from termination, except where such liability is required by applicable law.

13. Limitation of Liability

13.1 General Limitation

To the maximum extent permitted by applicable law, Shotcut, its owner, affiliates, contractors, or partners shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to your use of, or inability to use, the Services.

This includes, without limitation, damages for loss of data, loss of profits, business interruption, device malfunction, or service downtime, even if Shotcut has been advised of the possibility of such damages.

13.2 Aggregate Liability

In all cases, Shotcut's total cumulative liability for any claims arising out of or relating to the Services shall not exceed the amount paid by you, if any, for access to paid features of the Services during the **three (3) months** immediately preceding the event giving rise to the claim.

If you use only the free version of the Services, Shotcut's liability shall be limited to the extent permitted by applicable law.

13.3 Third-Party Services

Shotcut shall not be liable for damages, losses, or disputes arising from third-party services, platforms, or infrastructure, including but not limited to Google Play or external websites linked through the Services.

13.4 Legal Exceptions

Some jurisdictions do not allow the exclusion or limitation of certain types of liability. In such cases, the above limitations shall apply only to the extent permitted by applicable law.

14. Disclaimer of Warranties

14.1 “As Is” Basis

The Services are provided on an **“as is”** and **“as available”** basis, without warranties of any kind, whether express or implied.

Shotcut makes no warranties that the Services will be uninterrupted, error-free, secure, or compatible with all devices, operating systems, or user requirements.

14.2 No Implied Warranties

To the fullest extent permitted by law, Shotcut disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy.

We do not warrant that content processed or stored through the Services will remain available indefinitely or free from loss or corruption.

14.3 User Responsibility

You acknowledge that your use of the Services is at your own risk. You are responsible for maintaining appropriate backups of your data and for ensuring that your device meets the technical requirements for using the Services.

14.4 External Dependencies

Shotcut may rely on third-party platforms, services, or infrastructure. We do not guarantee the availability or reliability of such third-party components and are not responsible for issues arising from their operation or failure.

15. Indemnification

15.1 User Responsibility

You agree to indemnify, defend, and hold harmless Shotcut, its owner, affiliates, contractors, and partners from and against any claims, liabilities, damages, losses, and 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;
- your User Content or actions performed through your account.

Shotcut reserves the right to assume exclusive control of the defense of any matter subject to indemnification, in which case you agree to cooperate fully with such defense.

16. Governing Law and Dispute Resolution

16.1 Governing Law

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

16.2 Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall first be attempted to be resolved through good-faith negotiations between the parties.

If such dispute cannot be resolved amicably, it shall be submitted to the competent courts of Ukraine, unless mandatory consumer protection laws of your country of residence require otherwise.

16.3 Language

These Terms are drafted in the English language. In the event of any translation, the English version shall prevail to the extent permitted by law.

16.4 Severability

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

17. Force Majeure

Shotcut shall not be liable for any failure or delay in the performance of its obligations under these Terms where such failure or delay results from events beyond its reasonable control, including but not limited to:

- acts of God, natural disasters, or extreme weather conditions;
- war, armed conflict, terrorism, civil unrest, or governmental actions;
- failures of telecommunications, power supply, or internet services;
- actions or failures of third-party platforms or infrastructure providers.

Performance of the affected obligations shall be suspended for the duration of the force majeure event.

18. Contact Information

If you have any questions, concerns, or notices regarding these Terms of Service or the Services, you may contact us using the following details:

Legal Entity:

FOP Lapshyk Yevhen Pavlovych

Tax Identification Number (TIN):

3302509119

Registered Address:

vul. Shevchenka, bud. 54, apt. 22

Rivne, Rivne Oblast

33013, Ukraine

Email:

aceclime@gmail.com

Phone:

+380 99 257 5947