

Firefly Nexus Privacy Policy

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Welcome to Firefly Nexus Web Service (the "Platform"). The Platform is provided and controlled by Quvideo (Hong Kong) Limited ("we", "us", "our"). This Privacy Policy (the "Policy") sets out the basis on which any information we collect from you, or that you provide to us, will be processed by us. Please read the following contents carefully to understand our practices regarding your information.

By accessing or using the Platform, services, applications, products and content (collectively, the "Services"), you acknowledge the practices described in the Policy. For purposes of the Policy, "you" and "your" means you as the user of the Services.

IF YOU DO NOT AGREE WITH ANY TERM IN THIS POLICY, PLEASE DO NOT USE OUR SERVICES.

To give you an overview, this Privacy Policy is structured as follows:

- What Information We Collect
- How We Collect Your Information
- How We Use Your Personal Information
- Use of Cookies and Similar Technologies
- Storage and Retention of Your Information
- How We Share Your Information
- How We Protect Your Information
- Your Rights
- Minor's/Children's Privacy
- Modification of This Policy
- How to Contact Us

1. What Information We Collect

1.1 Login Information

We provide you with login functionality using your email address. When you register or log in, we collect your email address and account ID or other account-related information necessary to create and maintain your account.

1.2 Usage and Service Log Information

When you use the Services, we may collect information such as operation logs, service logs, login IP address, software version, network quality data, and records of your use of the Services. We use this information to analyze Service usage, troubleshoot technical issues, maintain Service security and stability, and improve and optimize the Services.

1.3 Inputs and Outputs

When you use our AI Services, we may collect and process the text, prompts, images, videos and other content or materials that you voluntarily submit or upload (“Inputs”), as well as the images, videos, text and other content generated or returned through the Services (“Outputs”), for the purpose of providing the AI Services you request.

1.4 Payment and Transaction Data

Needed to complete transactions and process your purchases, such as transaction amount, order time, order number, order status, payment method, and payment status. We do not store your bank account or payment card information. Payment-related data is collected by our payment processors on our behalf.

1.5 Information from Third-party Sources

We may collect or receive personal information from other sources, such as Marketing and event partners (e.g., joint marketing partners and event co-sponsors) and Login integration partners (e.g., when you choose to access the Services through your email account, Google account, or Apple ID).

1.6 Other Data that You Provide to Us

Which we will use as described in this Privacy Policy or as otherwise disclosed at the time of collection.

In order to realize image and video processing quickly and accurately, we may need to upload the material or material tags to be processed to the cloud server for effect processing. The uploaded materials or tags are only used for image/video effect processing through related functions. We will not store the materials, tags and any related information for more than necessary time, or use them for any other purpose besides this, or provide to third parties.

2. How We Collect Your Information

We collect information in different ways.

We collect information directly from you. We collect information directly from you when you provide it to us, such as when you upload files, create an account, or contact customer services.

We collect information from you passively. We use tracking tools like browser cookies and local storage for collecting information about your usage of our Website as described in Section 2 and Section 5.

We collect information from third parties as described in Section 4.

3. How We Use Your Personal Information

We may use the information you have provided pursuant to this Policy to provide our Services, or to communicate with you. Specifically, we may use your information for the following purposes:

- To Provide and Maintain the Service: To operate the Platform, process your logins, fulfill your requests (e.g., image/video generation, processing uploads), complete transactions, and communicate with you regarding the service.

- For Customer Support: To respond to your inquiries, troubleshoot issues, and maintain records of our communications.
- For Security and Integrity: To protect our Services, users, and rights; to detect and prevent fraud, abuse, or illegal activity; and to ensure platform stability. This includes pre-screening or scanning uploaded content for potentially illegal content.
- To Improve Our Services: To conduct de-identified research, analyze trends, and enhance the quality, functionality, and user experience of our Products. We do not use your input content, prompts, or generated outputs to train our own AI models or for any machine learning purposes. We respect your data ownership and privacy.
- For Legal Compliance: To comply with applicable laws, regulations, legal processes, or enforceable governmental requests. We store and maintain your information for our legal obligations, for example, to record, audit, analyze and dispose your information according to applicable laws in case of emergency.
- To Send Important Notices, such as alerts about your account and changes to our terms, conditions, and policies.

4. Use of Cookies and Similar Technologies

When you use our Services, certain information may be stored locally on your mobile device using "cookies" or similar technologies such as web beacons.

4.1 Cookies.

A cookie is a small text file or data file used to store limited information about the user of the device and is stored on your device. We use cookies for essential purposes only, primarily to maintain your login state and ensure service security. This is necessary for the performance of a contract with you (providing the service you request).

We also use your browser's local storage technology to save your operation state (e.g., drafts, preferences) locally on your device, which is based on our legitimate interest to improve your user experience.

These technologies are essential and do not require prior consent. You can manage them through your browser settings. If you choose to decline cookies, you may not be able to fully experience the interactive features of our Services.

Cookie Name	Type	Purpose	Legal Basis
userInfo	Session Cookie	Used to maintain the user's authenticated session after login. This cookie allows the system to recognize the logged-in user across page requests, prevent unauthorized access, and ensure account security.	Necessary for the Performance of a Contract

5. Storage and Retention of Your Information

5.1 Storage of Your Information.

The information that we collect from you may be transferred to, and stored at, a destination inside or outside of your country, for the purposes as described in the Policy. By submitting your information, you agree to this transfer, storing or processing. We will take reasonable steps to secure your information and treat it in accordance with the Policy and applicable laws.

For users in the European Economic Area (EEA), the United Kingdom, or Switzerland, we ensure that appropriate safeguards are in place for international data transfers, including the use of Standard Contractual Clauses (SCCs) approved by the European Commission or other equivalent mechanisms.

5.2 Retention of Your Information.

We retain personal information for as long as necessary to provide our Services or fulfill the original or directly related purpose for which such information was collected, or for other business purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. We are required by law to keep some types of information

for certain periods of time (e.g. statute of limitations). If your personal information is no longer necessary for the legal or business purposes for which it is processed, we will generally destroy or anonymize that information.

Please note: The original images and videos you upload, as well as generated output images/videos, will be retained on our servers for 1 day; we recommend that you download and save them promptly. After 1 day, they will be automatically deleted.

6. How We Share Your Information

We never sell any personal information to third parties, although it may be shared only when necessary to perform a legitimate business function.

We may share your necessary personal information data to third-party service providers to help us deliver and improve Services, and other legitimate business functions. We will confirm on what basis each third-party will use your personal information and we will ensure that there are adequate safeguards and processes in place to protect your personal data.

In particular, when you use our AI image generation, AI video generation, or AI chat features, your prompts and uploaded content are transmitted to the third-party AI model provider you select (e.g., ChatGPT, Qwen, Kling, Gemini, Pixverse, Vidu, Seedance, Midjourney, H2, Seedream). These providers process your data in accordance with their own privacy policies. We recommend you review their policies before use. We only transmit information necessary to provide the service and require these providers to implement security measures no less stringent than industry standards.

We will disclose or transfer your Information, only if required to do so by law, or we have acquired consent from you, or in the good faith belief that any such action is necessary to: (a) comply with any legal requirements or comply with the legal process served on us or the Platforms; (b) protect and defend the rights or property of us, and (c) act under exigent circumstances to protect the personal safety of our users, or the general public.

We will not share, transfer or disclose your personal information in way of violating this Policy or applicable laws. In the event of a transfer of information that may result from a possible merger, division, acquisition, asset sale, or bankruptcy liquidation by us, we will

require the successor to protect your personal information in accordance with laws, regulations, and standards not lower than those set forth in this Policy.

The processing activities of Third-Party AI Providers are not governed by this Policy to the extent that such providers process information independently as separate service providers or controllers.

7. How We Protect Your Information

We are committed to ensuring that your personal information is secure. In order to prevent unauthorized access, disclosure or other similar risks, we have put in place reasonable physical, electronic and managerial procedures to safeguard and secure the information we collect from your using of our Services on the Platforms. We will use all reasonable efforts to safeguard your personal information.

We review our strategies and update as necessary to meet our business needs, changes in technology, and regulatory requirements. These measures include, but are not limited to, technical and organizational security policies and procedures, security controls and employee training. For example, when you send or receive data from Firefly Nexus, we make sure they are encrypted using Secure Sockets Layer ("SSL") or other algorithms.

If we become aware of any breach that affects the security of your personal information, we will provide you with notice as required by applicable laws. By using the Platforms, you agree to accept notice electronically.

8. Your Rights

Your local laws may permit you to request that we:

- provide access to and/or a copy of certain information we hold about you
- prevent the processing of your information for direct marketing purposes (including any direct marketing processing based on profiling)
- update information that is out of date or incorrect
- delete certain information which we are holding about you

- restrict the way that we process and disclose certain of your information
- transfer your information to a third-party provider of services
- revoke your consent for the processing of your information

We will consider all requests and provide our response within the time period stated by applicable laws. Please note, however, that certain information may be exempt from such requests in some circumstances, which may include if we need to keep processing your information for our legitimate interests or to comply with a legal obligation. We may request you provide us with the information necessary to confirm your identity before responding to your request.

How to request data access, correction and query. For personal information generated during your use of our products or services, if you would like to access or correct it, you can contact us by adopting the methods specified in Section 12 of this Privacy Policy.

How to request data deletion. If you have registered an account, you can choose to cancel your account at any time by contacting us. Before you cancel your account, we may need to verify your personal identity, security status, device information, etc. You know and understand that the act of canceling your account is irreversible. When you cancel your account, we will delete or anonymize your personal information, except as otherwise provided by laws and regulations.

In addition, under the following circumstances, you can put forward the request of deleting the personal information by sending a deletion request to the email address:

support@fireflyfusion.ai:

- a. Our handling of personal information violates the relevant laws and regulations.
- b. We collect or use your personal information without your consent.
- c. Our handling of personal information violates the agreement with you.
- d. You no longer use our products or services, or you cancel your account.
- e. We no longer provide you with products or services.

If we decide to respond to your deletion request, we will notify the entities that obtain your personal information from us, and ask them to timely conduct the deletion, unless otherwise specified by laws and regulations, or unless these entities are independently authorized by you. After you delete the relevant information from our services, we may not

immediately delete the corresponding information in the backup system, but we will delete it when the backup is updated. When you access, modify or delete the relevant information, we may ask you to perform the identity verification so as to ensure the security of the account.

Other requests. If you need to exercise other rights or make other requests to us, you may contact us by adopting the methods specified in this privacy policy.

9. Minor's/Children's Privacy

The Platform is not intended for Children. Children under the age of 16 (or other age specified by the law applicable to your region) must not use the Platform for any purpose without first obtaining parental/guardian's consent to this Privacy Policy (both for themselves and on your behalf). We do not knowingly collect personally identifiable information from children.

It is our policy not to require personal information from minors or offer to send any promotional materials to persons in that category. We do not seek or intend to seek to receive any personal information from minors. Should a parent or guardian have reasons to believe that a minor has provided us with personal information without their prior consent, please contact us to ensure that the personal information is removed and the minor unsubscribes from any of our applicable Services.

10. Modification of This Policy

The effective date of this Policy is set forth at the top of this webpage. We reserve the right to amend this Policy at any time with or without notice and will place any updates on this webpage. The amended Policy supersedes all previous versions. Your continued use of Services on the Platforms will be taken as acceptance of the updated Privacy Policy.

11. How to Contact Us

If you have any question/complain/suggestion/request regarding this Policy, you may also contact us directly at:

Email: support@fireflyfusion.ai

We will respond to your request within a reasonable time and in accordance with applicable laws.

SUPPLEMENTAL TERMS – GDPR SPECIFIC

For users in the European Economic Area (EEA), the United Kingdom, or Switzerland, the following supplemental terms apply:

Legal Basis for Processing. We process your personal data under the following legal bases pursuant to the GDPR:

Legal Basis	Applicable Processing Activities
Contract Performance (Art. 6(1)(b))	Providing the Services you request, including account management, AI content generation, and customer support.
Legitimate Interests (Art. 6(1)(f))	Improving our Services, ensuring security, preventing fraud, and analyzing usage patterns. We ensure these interests are not overridden by your data protection rights.
Legal Obligation (Art. 6(1)(c))	Complying with applicable laws, regulations, and legal processes.
Consent (Art. 6(1)(a))	Where we ask for your explicit consent for specific processing activities (you may withdraw consent at any time).

Right to Lodge a Complaint. If you believe your data protection rights have been violated, you have the right to file a complaint with a Data Protection Supervisory Authority (DPA). You may do so in the EU Member State where you reside, where you work, or where the issue occurred.

International Data Transfers. Your personal information is stored on servers located in Singapore. For users in the EEA, UK, or Switzerland, we ensure that appropriate safeguards are in place for international data transfers, including the use of Standard Contractual Clauses (SCCs) approved by the European Commission, or other equivalent mechanisms.

If you are using the Services in the European Economic Area (“EEA”) and Switzerland, the following additional terms apply:

Your Special Rights

You have the following rights:

- The right to request free of charge (i) confirmation of whether we process your personal data and (ii) access to a copy of the personal data retained;
- The right to request proper rectification or removal of your personal data or restriction of the processing of your personal data;
- Where processing of your personal data is either based on your consent or necessary for the performance of a contract with you and processing is carried out by automated means, the right to receive the personal data concerning you in a structured, commonly used and machine-readable format or to have your personal data transmitted directly to another company, where technically feasible (data portability);
- Where the processing of your personal data is based on your consent, the right to withdraw your consent at any time without impact to data processing activities that have taken place before such withdrawal;
- The right not to be subject to any automatic individual decisions, including profiling, which produces legal effects on you or similarly significantly affects you unless we have your consent, this is authorized by Union or Member State law or this is necessary for the performance of a contract;
- The right to object to processing if we are processing your personal data on the basis of our legitimate interest unless we can demonstrate compelling legitimate grounds which may override your right. If you object to such processing, we ask you to state the grounds of your objection in order for us to examine the processing of your personal data and to balance our legitimate interest in processing and your objection to this processing;
- The right to object to processing your personal data for direct marketing purposes; and
- The right to lodge complaints before the competent data protection regulator.

Before we can respond to a request to exercise one or more of the rights listed above, you may be required to verify your identity or your account details.

Please send an e-mail to us if you would like to exercise any of your rights

support@fireflyfusion.ai

Addendum for California Residents

The terms of this Addendum apply to residents of California under the California Consumer Privacy Act (“CCPA”) and other applicable laws. The CCPA provides California residents with certain legal rights such as “do not sell.” These rights are not absolute and are subject to certain exceptions.

In the past 12 months, we have not sold personal information of California residents within the meaning of “sold” in the CCPA.

We collect, use, store and share your personal information in the same way as described in the main body of this Privacy Policy.

Your Special Rights Under the CCPA

Request we disclose to you free of charge the following information covering the 12 months preceding your request:

- the categories of personal information about you that we collected;
- the categories of sources from which the personal information was collected;
- the purpose for collecting personal information about you;
- the categories of third parties to whom we disclosed personal information about you and the categories of personal information that was disclosed (if applicable) and the purpose for disclosing the personal information about you;
- the specific pieces of personal information we collected about you.

Request we delete personal information we collected from you, unless CCPA recognizes an exemption.

Be free from unlawful discrimination for exercising your rights including providing a different level or quality of Services or deny goods or Services to you when you exercise your rights under the CCPA.

We aim to fulfill all verified requests within 45 days pursuant to the CCPA. If necessary, extensions for an additional 45 days will be accompanied by an explanation for the delay.

Please submit your request via the following method:

[【 support@fireflyfusion. ai】](mailto:support@fireflyfusion.ai)