

Firefly Nexus-用户协议【境外】

Firefly Nexus Terms of Service

Last Updated Date: September 1, 2026

General Terms – Users

Welcome to Firefly Nexus (the “Platform”), which is provided and controlled by **Quvideo (Hong Kong) Limited** (the “Company” , “we” , “us” or “our”).

These Terms of Service (the “Terms”) govern your access to and use of the Platform and our related websites, services, applications, products and content (collectively, the “Services”).

The Services are intended for users for **business, commercial, organizational, professional, personal, and other lawful purposes**. If you access or use the Services on behalf of a company, organization, or other legal entity (a “Business Customer”), you represent and warrant that you have the authority to bind that entity to these Terms. In such circumstances, “you” and “your” include both you and the applicable Business Customer.

These Terms form a legally binding agreement between you and the Company. Please read them carefully before accessing or using the Services. By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

Nothing in these Terms excludes or limits any rights or remedies that cannot lawfully be excluded or limited under applicable law.

I. Your Agreement with the Company

1. Users and Authorized Users

The Services may be used by individuals and by businesses, organizations, and their authorized personnel.

If you access or use the Services on behalf of a Business Customer:

- you represent and warrant that you are authorized to accept these Terms on behalf of that Business Customer;
- the Business Customer is responsible for its use of the Services and for the use of its account by its employees, agents, contractors, and other authorized users;

- the Business Customer is responsible for ensuring that its authorized users comply with these Terms and applicable laws.

If you use the Services as an authorized user of a Business Customer, certain account information, usage information, content, and activity associated with the business account may be accessible to or controlled by that Business Customer in accordance with its agreements with us and applicable law.

If you use the Services for personal purposes, references in these Terms to a Business Customer will not apply to you.

2. Third-Party AI Services

The Platform is an AI service aggregation and technical access platform. Certain AI capabilities available through the Services are provided by independent third-party AI model and service providers (“Third-Party AI Providers”).

When you actively select and use a particular AI service, we may transmit your Inputs and other information necessary to provide the selected service to the applicable Third-Party AI Provider for processing. Such Third-Party AI Services are independently operated and controlled by the applicable Third-Party AI Provider and are not governed by this Terms of Service or our Privacy Policy, except to the extent that we process personal information in connection with providing our Services.

The availability, functionality, performance, output, policies, and processing activities of Third-Party AI Providers may be determined independently by those providers and may be subject to their own terms, privacy policies, and other applicable rules.

You should carefully review the applicable terms and privacy policies of any Third-Party AI Provider before using the relevant AI service. To the extent permitted by applicable law, the Company is not responsible for the independent collection, storage, use, processing, or other handling of information by a Third-Party AI Provider outside the Company's control.

The Company does not operate or control the underlying third-party AI models and does not guarantee the availability, accuracy, reliability, legality, or suitability of any Third-Party AI Service or Output.

Your use of Third-Party AI Services may also be subject to the applicable provider’ s terms and policies. **Where applicable, if a specific Service or feature is subject to additional terms, privacy notices, or other specific policies (“Specific Policies”), those Specific Policies will apply to the relevant Service or feature. To the extent not specifically addressed in the Specific Policies, these Terms will continue to apply.**

3. Changes to the Services and Terms

We may modify, update, suspend, or discontinue all or part of the Services from time to time, including for business, technical, security, or regulatory reasons.

We may also amend these Terms from time to time. We will use commercially reasonable efforts to provide notice of material changes where required by applicable law.

The updated Terms will be posted on the Platform and the “Last Updated Date” will be updated accordingly. Where applicable law requires your express consent to a material change, we will obtain such consent.

II. Your Account

1. Login

You may create and access your Firefly Nexus account using your **email address** and the authentication method made available by the Platform.

We do not currently provide third-party account login methods such as Google or Apple login.

2. Account Security

You are responsible for maintaining the confidentiality of your account credentials and for activities conducted through your account, except to the extent caused by our breach of applicable law or our failure to exercise reasonable care.

You must promptly notify us if you become aware of unauthorized access to or use of your account.

We may use reasonable security measures, including authentication mechanisms and technical measures designed to detect abnormal or fraudulent activity, to protect the Platform and user accounts.

3. Business Accounts

Where an account is created or managed by a Business Customer, the Business Customer may administer the account, manage authorized users, and control access to content and account information in accordance with its agreement with us and applicable law.

III. Use of the Services

1. License to Use the Services

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services for lawful business and internal purposes.

You may not:

- copy, modify, adapt, reverse engineer, decompile, disassemble, or attempt to derive the source code, algorithms, or underlying technology of the Services;
- reproduce, distribute, sublicense, sell, lease, rent, or otherwise commercially exploit the Services themselves, except as expressly permitted by us;
- circumvent or interfere with security, access-control, rate-limiting, authentication, or other technical measures;
- use automated means to access, scrape, crawl, or collect information from the Services except where expressly authorized;
- use the Services to develop, train, fine-tune, modify, or improve an AI model or product that competes with the Services, except with our prior written consent;
- use the Services in violation of applicable laws, regulations, or third-party rights.

2. Prohibited Content and Conduct

You must not use the Services to:

- infringe or misappropriate any copyright, trademark, patent, trade secret, privacy, publicity, or other rights;
- upload, generate, transmit, or distribute unlawful, fraudulent, deceptive, defamatory, abusive, threatening, hateful, or otherwise prohibited content;
- create or distribute child sexual abuse material or other content involving the sexual exploitation of minors;
- create or distribute non-consensual intimate imagery or other content that violates another person's privacy or personal rights;
- impersonate another person or falsely represent an affiliation with another person or organization;
- upload malware, viruses, or other technologically harmful material;
- facilitate criminal activity or conduct that may cause harm to another person;
- attempt to bypass content safeguards, safety mechanisms, access controls, or other restrictions implemented by us or Third-Party AI Providers.

We may restrict, suspend, remove, or disable access to content or accounts that we reasonably believe violate these Terms, applicable law, or the requirements of a Third-Party AI Provider.

3. User Responsibility

You are responsible for your use of the Services, including your Inputs, Outputs, and the manner in which you use, publish, distribute, or otherwise exploit Outputs.

If you use the Services on behalf of a Business Customer, that Business Customer is responsible for ensuring that its use of the Services complies with applicable law and the terms applicable to its business account.

IV. Payment

1. Fees

Certain Services may require payment, including paid Services, credit packages, or other paid features.

The applicable fees will be displayed before you complete a purchase or otherwise incur a payment obligation.

Unless otherwise required by applicable law or expressly stated by us, fees are non-refundable after purchase.

2. Payment Processing

Payments may be processed through payment methods or payment service providers made available by us.

You agree to provide accurate billing and payment information and authorize us and the applicable payment provider to process the transaction.

Third-party payment providers may apply their own terms and privacy policies.

3. Business Transactions

For Business Customers, fees, payment terms, credit arrangements, invoicing, refunds, and other commercial terms may also be governed by a separate order form, service agreement, quotation, or other written agreement between the Business Customer and the Company.

If there is a conflict between such written commercial agreement and these Terms, the written commercial agreement will control with respect to the relevant commercial terms.

V. Intellectual Property Rights

1. Company Content

The Platform and Services, including software, technology, interfaces, text, graphics, logos, designs, documentation, trademarks, service marks, and other materials provided by or on behalf of the Company (“Company Content”), are owned by or licensed to the Company and are protected by applicable intellectual property laws.

Except as expressly permitted under these Terms, you may not copy, modify, distribute, sell, license, or otherwise exploit Company Content.

2. Third-Party Content and Services

Certain materials, models, technologies, or services made available through the Platform may be owned or provided by Third-Party AI Providers or other third parties.

Your rights to use such third-party materials may be subject to additional terms imposed by the applicable third party.

3. User Inputs

As between you and the Company, you retain the rights you lawfully hold in content, materials, data, images, videos, text, prompts, and other materials that you submit to the Services (“Inputs”).

By submitting Inputs, you grant us a limited, non-exclusive, worldwide, royalty-free license to host, store, reproduce, transmit, process, and otherwise use those Inputs solely as reasonably necessary to provide, maintain, secure, and operate the Services, including transmitting them to applicable Third-Party AI Providers at your request or as necessary to provide the selected Services.

If you use the Services on behalf of a Business Customer, you represent that you have the authority to grant the foregoing license on behalf of that Business Customer.

4. Outputs and Commercial Use

Subject to your compliance with these Terms, you may use, download, reproduce, distribute, modify, adapt, publish, and commercialize Outputs generated through the Services for lawful business purposes.

The Company does not claim ownership of Outputs generated for you.

However, you acknowledge that:

- the legal status and intellectual property protection of AI-generated Outputs may vary by jurisdiction;
- an Output may not qualify for copyright or other intellectual property protection;
- Outputs may not be unique or exclusive to you;
- similar or substantially similar Outputs may be generated for other users;
- Outputs may contain or resemble material protected by third-party rights; and
- certain Third-Party AI Providers may impose additional restrictions on the use of Outputs.

Accordingly, **we do not represent or warrant that any particular Output is capable of being protected by copyright or other intellectual property rights, is exclusive to you, or is free from third-party rights.**

You are responsible for determining whether and how an Output may lawfully be used, published, distributed, or commercialized in your intended jurisdiction and context.

VI. User Content and Generative AI

1. Responsibility for Inputs

You are solely responsible for ensuring that your Inputs and your use of the Services comply with applicable law and do not infringe the rights of any third party.

You represent and warrant that, before submitting any Input:

- you own the Input or have obtained all rights, licenses, permissions, and consents necessary for us and the applicable Third-Party AI Provider to process the Input as contemplated by these Terms;
- the Input does not infringe or violate any third-party intellectual property, privacy, publicity, confidentiality, contractual, or other rights;
- where the Input contains another person's image, likeness, voice, personal information, or other identifying information, you have obtained all permissions, consents, or other lawful bases required for the intended use;
- the Input does not contain unlawful or prohibited material; and
- your submission and use of the Input do not violate any applicable law or third-party terms.

2. Generative AI Outputs

AI-generated content may be inaccurate, incomplete, biased, inappropriate, or otherwise unsuitable for your intended purpose.

You should independently review and verify Outputs before relying on, publishing, distributing, or commercializing them.

AI Outputs do not constitute legal, medical, financial, professional, or other expert advice.

You are solely responsible for determining whether an Output is suitable and lawful for your intended use.

3. Third-Party AI Processing

To provide a selected AI function, we may transmit the relevant Inputs and other information necessary to the applicable Third-Party AI Provider **only where you actively select or use the relevant AI service, or where such transmission is otherwise necessary to provide the selected Service.**

Third-Party AI Providers independently operate their AI models and services and may process the information transmitted to them in accordance with their own terms, privacy policies, and

other applicable rules. **The Company does not control such independent processing activities and, to the extent permitted by applicable law, is not responsible for processing activities conducted independently by Third-Party AI Providers outside the Company's control.**

You are responsible for reviewing and complying with applicable third-party terms where relevant.

4. Face, Likeness, Voice and Personal Information

If your Inputs or Outputs contain a third party's image, likeness, voice, personal information, or other identifying information, you are responsible for obtaining all legally required permissions, consents, notices, and other lawful bases before using such information through the Services.

You must not use the Services to create or distribute content that unlawfully impersonates another person, violates privacy or publicity rights, or otherwise infringes the rights of another person.

5. AI Content Identification and Labels

Where the Services apply visible or invisible identifiers, metadata, watermarks, labels, or other technical markers to AI-generated or AI-manipulated content, you may not intentionally remove, conceal, alter, or circumvent such identifiers except where expressly permitted by us and applicable law.

You are responsible for complying with any applicable legal or platform requirements concerning the disclosure, labeling, or identification of AI-generated or AI-manipulated content when you publish, distribute, or otherwise use such content.

VII. Exclusion of Warranties

Nothing in these Terms excludes or limits any statutory rights, warranties, conditions, or liabilities that cannot lawfully be excluded or limited under applicable law.

To the fullest extent permitted by applicable law, the Services are provided on an "AS IS" and "AS AVAILABLE" basis.

We do not warrant or guarantee that:

- the Services will meet your particular requirements;
- the Services will be uninterrupted, timely, secure, or error-free;
- information obtained through the Services will always be accurate or reliable;
- any AI Output will be accurate, complete, unique, reliable, or suitable for a particular purpose;

- any particular AI model or Third-Party AI Provider will remain available; or
- defects or errors in the Services or third-party services will always be corrected.

We may change, suspend, withdraw, or restrict the availability of all or part of the Services for business, technical, security, or regulatory reasons.

VIII. Limitation of Liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or other liability that applicable law does not permit us to exclude or limit.

To the fullest extent permitted by applicable law, we will not be liable for:

- indirect, incidental, special, consequential, exemplary, or punitive damages;
- loss of profits, revenue, business, opportunities, goodwill, or anticipated savings;
- loss or corruption of data, except to the extent such liability cannot lawfully be excluded;
- losses arising from your use of or reliance on AI Outputs;
- losses arising from Inputs submitted by you or your authorized users;
- losses arising from third-party AI models, services, content, or outputs;
- losses arising from suspension, modification, or discontinuation of third-party services; or
- losses arising from your violation of these Terms or applicable law.

To the fullest extent permitted by applicable law, our aggregate liability arising out of or relating to the Services or these Terms will not exceed the total amount of fees actually paid by you or the applicable Business Customer to us for the Services giving rise to the claim during the twelve (12) months preceding the event giving rise to the claim.

Nothing in this Section limits any liability that cannot legally be limited.

IX. Age Requirements and Minors

The Services are intended primarily for business and professional use and are not directed to children under the minimum age specified below.

You must be **at least 16 years old** to access or use the Services. If the minimum age for accessing or using an online service, entering into a legally binding agreement, or independently providing valid consent to the processing of personal information is higher in the country or region where you are located, **the higher minimum age required by applicable law will apply.**

Accordingly, you may not access or use the Services if you are below the applicable minimum age.

If you access or use the Services as an employee, contractor, agent, or other authorized user of a business or organization, the relevant business or organization is responsible for ensuring that your access and use of the Services are appropriately authorized and comply with applicable law.

If we become aware that a person below the applicable minimum age has accessed or used the Services in violation of these Terms or applicable law, we may suspend or terminate the relevant account or access and take other reasonable measures as required by applicable law.

Parents and legal guardians are responsible for supervising minors' use of online services and for ensuring that minors do not use the Services in violation of the applicable minimum age requirement.

If you believe that a person below the applicable minimum age has provided personal information to us, please contact us at support@fireflyfusion.ai. We will take reasonable steps to address the matter in accordance with applicable law.

X.Termination

1. Suspension or Termination by Us

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

- you materially breach these Terms;
- you violate applicable law;
- your use creates a security, legal, regulatory, or operational risk;
- suspension or termination is required by law or a competent authority; or
- a Third-Party AI Provider requires us to restrict or terminate access to its service.

Where reasonably practicable and appropriate, we will provide notice before suspension or termination, except where immediate action is necessary for security, legal, or other legitimate reasons.

2. Termination by You

You may stop using the Services at any time.

For Business Customers, termination of Services may also be governed by any applicable written commercial agreement or order form.

Termination does not relieve you or the applicable Business Customer of obligations accrued before termination, including payment obligations.

3. Effect of Termination

Upon termination, your right to access and use the Services will cease.

Certain provisions that by their nature should survive termination will survive, including provisions concerning intellectual property, Inputs and Outputs, payment obligations, disclaimers, limitations of liability, indemnification, dispute resolution, and other provisions intended to survive termination.

XI. Indemnification and Responsibility

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its affiliates, officers, employees, and agents from claims, damages, liabilities, losses, costs, and reasonable legal fees arising out of or relating to:

- your Inputs;
- your Outputs or your use, publication, distribution, or commercialization of Outputs;
- your violation of these Terms or applicable law;
- your infringement or violation of a third party's rights; or
- your unauthorized use of another person's personal information, image, likeness, voice, or other identifying information.

For Business Customers, this obligation also applies to acts and omissions of their employees, agents, contractors, and other authorized users in connection with the Services.

Nothing in this Section requires indemnification to the extent that the applicable claim was caused by our own gross negligence, willful misconduct, or other conduct for which liability cannot lawfully be excluded.

XII. Miscellaneous

1. Applicable Law and Dispute Resolution

These Terms shall be governed by the laws of **Hong Kong**, without regard to conflict-of-law principles, except to the extent mandatory laws of your jurisdiction apply.

For Business Customers, any dispute arising out of or relating to these Terms or the Services shall, unless otherwise agreed in a separate written agreement, be submitted to the **courts of Hong Kong**, which shall have exclusive jurisdiction.

Nothing in this Section prevents a party from seeking urgent or interim injunctive or protective relief from any court of competent jurisdiction.

If mandatory laws of your jurisdiction grant you rights to bring a claim before a court or tribunal in your jurisdiction, those mandatory rights will not be affected by this Section.

2. Entire Agreement

These Terms, together with any applicable order form, commercial agreement, Privacy Policy, and other terms expressly incorporated by reference, constitute the entire agreement between you and the Company concerning the Services and supersede prior agreements or communications concerning the same subject matter.

Where a separate written agreement with a Business Customer expressly conflicts with these Terms, the separate written agreement will prevail to the extent of the conflict.

3. Assignment

You may not assign or transfer these Terms or your rights or obligations under them without our prior written consent.

We may assign or transfer these Terms, in whole or in part, to an affiliate or in connection with a merger, acquisition, corporate reorganization, financing, or sale of assets, provided that such transfer does not unlawfully diminish your rights.

4. Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

5. No Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of our right to enforce that provision later.

6. Third-Party Services

The Services may integrate or provide access to third-party technologies, websites, AI models, APIs, payment services, or other third-party services.

We do not control third-party services and, except as otherwise required by applicable law, are not responsible for their independent operation, availability, content, policies, or processing activities.

Your use of third-party services may be subject to the applicable third party's terms and policies.

7. Privacy

Our processing of personal information is described in our applicable **Privacy Policy**.

Where you use the Services on behalf of a Business Customer and we process personal data on behalf of that Business Customer, such processing may also be governed by the applicable agreement between the Business Customer and the Company.

Where you use the Services on behalf of a Business Customer and submit or otherwise process personal data through the Services on behalf of that Business Customer, the Business Customer may determine the purposes and means of such processing. In such circumstances, our processing of such personal data may be governed by the applicable agreement, data processing terms, or other written agreement between the Business Customer and the Company.

The Business Customer is responsible for ensuring that it has all necessary rights, notices, consents, permissions, and other lawful bases required for submitting such personal data to the Services and for requesting its processing through any applicable Third-Party AI Provider.

8. Contact

If you have questions regarding these Terms or the Services, please contact us at:

support@fireflyfusion.ai

Jurisdiction-Specific Terms

THE UNITED STATES

If you are a user of our Services in the United States of America, the below Additional Terms: (a) are incorporated into these Terms; (b) apply to your use of our Services; and (c) override the head terms of these Terms to the extent of any inconsistency.

If you are a user of the Services in the United States of America, the following terms expressly replaces the above “Applicable Law and Jurisdiction” section of these Terms.

*If you live in (or, if a business, your principal place of business is in) the United States, the laws of the state where you live govern all claims, regardless of conflict of law principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts of California, for all disputes arising out of or relating to these Terms that are heard in court (excluding arbitration).

*EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

*In the event of a dispute, you and we agree to try for sixty (60) days to resolve it informally. If you and we are unable to come to informal resolution within sixty (60) days, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") (with such arbitration to be conducted under the AAA's Commercial Arbitration Rules), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision

will be final except for a limited right of appeal under the FAA. You and we must file in arbitration any claim or dispute (except intellectual property disputes) within one year from when it first could be filed.

***CLASS ACTION WAIVER. ANY CLAIM MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM. IF THE CLAIM IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE AUTHORITY TO COMBINE OR AGGREGATE SIMILAR CLAIMS OR CONDUCT ANY CLASS ACTION NOR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. ANY CLAIM THAT ALL OR PART OF THIS CLASS ACTION WAIVER IS UNENFORCEABLE, UNCONSCIONABLE, VOID, OR VOIDABLE MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR.**

***If any other provision of these provisions regarding arbitration is found to be illegal or unenforceable, that provision will be severed but the rest of these provisions regarding arbitration still apply.**

***If for any reason a claim proceeds in court rather than in arbitration, you and the Company each waive any right to a jury trial.**

California Resident. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

If you are a California resident, then (except to the extent prohibited by applicable laws) you agree to waive California Civil Code Section 1542, and any similar provision in any other jurisdiction (if you are a resident of such other jurisdiction), which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor" .

EUROPEAN UNION

The following terms apply if you reside in the European Union:

Dispute Resolution. Notwithstanding the "Applicable Law and Jurisdiction" section of these Terms, if you are a "consumer" as defined under the EU Directive 83/2011/EU, any dispute, controversy or claim (whether in contract, tort or otherwise) between us and you, arising out of, relating to, or in connection with these Terms will be referred to and finally resolved by the court of your place of residence or domicile. You can also file a complaint at the online platform for alternative dispute resolution (ODR-platform). You can find the ODR-platform through the following link: <https://ec.europa.eu/consumers/odr>.

Loss or damage. If any Firefly Nexus services or features which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you reasonable compensation for such damage. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us. We only supply the Services accessible via Platform for domestic and private use. If you use the Services for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Nothing in the Terms affects any legal rights that you are entitled to as a consumer under European Union member state laws which cannot be contractually altered or waived.

Accordingly, some of the exclusions and limitations in Sections VII and VIII of the Terms will not apply to you if you are a consumer living in a European Union country.