

Terms of use for the apps

For the PhotoAlbumsMesh apps on Android, iPhone, Windows, Mac and Linux. Version of 12 October 2026.

1. Who we are, and what these terms are

1.1 **We** are Volodymyr Usov, Tampa, Florida, USA. You can reach us at usovvova@gmail.com.

1.2 **You** are the person who installs or uses PhotoAlbumsMesh. You must be 18 or older, or the age of adulthood in your country if that is higher. A parent or guardian may set the app up on a child's phone and then is responsible for that phone and for these terms.

1.3 These terms are the contract between you and us about the PhotoAlbumsMesh apps (Android, iPhone, Windows, Mac, Linux), the parts of our service that the apps use, and the plans we may sell later. When you buy through an app store or through Paddle, the store or Paddle also has its own terms for the payment (section 9).

1.4 If you use the apps, you accept these terms. If you do not accept them, do not install the apps.

2. What PhotoAlbumsMesh is

2.1 PhotoAlbumsMesh copies the photos and videos from your family's phones to your family's own computer. It leaves out photos a family usually does not want to keep (the "junk filter"), makes trip albums, and shows a globe of your travels.

2.2 The apps work on your own devices. Your photos are stored on your computer, in ordinary folders, and you can open them without our app. We do not receive your photos and we do not store them. This is how the product is built; it is also the reason section 11 (data loss) matters.

2.3 A help, not the only copy. PhotoAlbumsMesh helps you keep copies. It is not a promise that no photo will ever be lost. Keep at least one more copy of photos that matter to you, on a different disk or in a different place (section 6).

3. Licence

3.1 We give you a personal, non-exclusive, non-transferable, revocable licence to install and use the apps on devices that you own or control, for your own family's use, under these terms. Where a store's rules give you more (for example Apple's rule that you may use the app on all Apple devices you own or control, including through Family Sharing), you keep that.

3.2 You may not: copy, change or sell the apps; take them apart or try to get their source code, except where the law says you may; remove notices; or use the apps to build a competing service.

3.3 The apps contain open-source and other third-party parts. Their notices and licences are in the app under Settings, "Licences" (phones) and "About" (computer). Their licences apply to those parts; nothing in these terms limits your rights under them.

3.4 The names PhotoAlbumsMesh, and the pictures and texts of the apps, belong to us or our licensors. Apple, iPhone, iPad, Mac, Google, Android, Google Play, Windows, Microsoft and other names are trademarks of their owners. We are not connected to them.

4. The free part and the paid part

4.1 Free part. Backup from your phones to your family computer over a direct connection (at home or away), the junk filter, trip albums, the globe, the first family computer, and a USB drive as a backup drive are free. The full list is the table on the [pricing page](#) and in the app.

4.2 No paid plan is offered yet. Section 9 says what will apply once one is, and the app asks you for no payment until then.

4.3 **Our service.** In this version the apps use no server of ours. A later version may use our servers: to introduce two of your devices to each other when you are away from home, and, if you start the free week or buy a plan, for the relay and the check “is this family paid?”. Our servers will never receive your photos in readable form. The privacy policy says what they receive, and it will be updated before such a function starts.

4.4 **Things can change.** We may improve, change or stop a function. If we stop a function that you paid for, the rules for paid plans in section 9 apply. We will not take away from the free part what it has today in a way that deletes anything on your devices. The apps you installed keep working on your own devices without our servers, except the functions that need them (4.3).

5. Your photos and your duties

5.1 **The photos are yours, or you have the right to use them.** You promise that you may copy, store and show the photos and videos you back up with PhotoAlbumsMesh, and that doing so breaks no law and no right of another person.

5.2 **Other people.** Photos often show other people, and sometimes children. You, not we, decide what is photographed and stored. In a family set-up, what a phone backs up is stored on the family computer and can be seen by the people who use that family’s devices; a phone that leaves the family does not take back the copies already on the computer. Talk to the people concerned before you join them, and respect their wishes and the law of your country. We cannot see, sort or remove single photos of your family, because we do not receive them.

5.3 **The computer’s owner.** The person who controls the family computer controls the stored photos. If you give your photos to a computer you do not own, you rely on that person.

5.4 **Illegal content.** Do not use PhotoAlbumsMesh to store or move content that is illegal, such as sexual images of children. We cannot look into your family’s photos, but we may stop our service for a family if we learn of such use, and we may give information to the authorities where the law requires it.

5.5 Your devices and keys. Keep your devices updated and locked. Anyone who holds your unlocked computer or phone, or the family recovery key (section 7), can act for your family.

5.6 Rules of your country and of other companies. You must follow the laws that apply to you, and the terms of other companies you use with the app (your phone maker, your mobile network, your internet provider, your cloud or backup tools).

6. Your own backups

6.1 A copy on one computer is one copy. Disks fail, computers are stolen, files are deleted by mistake, and software, ours included, has errors. Before you rely on PhotoAlbumsMesh, and from time to time after, make sure the photos you cannot replace exist in at least one more place that does not depend on PhotoAlbumsMesh.

6.2 The apps are built so that they never delete a photo from a phone, and never delete a photo on a computer unless you choose “Delete for good” in the app. Even so, we cannot promise that no photo will ever be lost, changed or left out. For some files the stored copy is not identical to the phone’s file: from Live Photos and Motion Photos only the still photo is kept, and the app says so. A photo that the junk filter leaves out stays on the phone and is not backed up unless you keep it. Check the “Left out” screen.

6.3 If you remove, move or delete files in the photo folder outside the app, the app may copy a missing photo back from another family device, as the app explains. Use “Delete for good” in the app to remove a photo from a computer.

7. The family recovery key

7.1 When you create a family, the computer app shows you a family recovery key: 12 words (24 words for a family made before 11.10.2026). It is the only way to take over your family on a new computer when every family computer is lost.

7.2 We do not hold your keys, your recovery key or your photos. We cannot recover your family. If you lose the recovery key and also lose every family computer, nobody can restore your family: not you, not we, not anyone we could ask. Every phone must then join a new family from the start. New recovery words can be made only with the old ones, so

lost words cannot be replaced. The app tells you this before it lets you go on, and shows you the words once.

7.3 Keep the words on paper, away from the computer. Anyone who has the words can take over your family. We will never ask you for them.

7.4 "Move to a new computer" works while the old computer still runs. Use it before the old computer fails.

8. Acceptable use

Do not use the apps or our service to: break the law or another person's rights; attack, overload, probe or bypass the security of our servers or of any person's device; send through our relay anything other than your own family's PhotoAlbumsMesh traffic, or use the relay as a general way to move data for others; make many families or reinstall the apps in order to get the free week again and again, or in any other way avoid a limit of a plan; resell access; or share one paid plan between households that are not one family. We may refuse the relay to a device or a family that does this. We will not touch what is stored on your own devices.

9. Paid plans

There is no paid plan yet. Before one is offered, we will add to these terms its price, how you pay, the free week, renewal, refunds and what happens when it ends, and we will tell you as section 16 says.

10. Updates and fitness of the apps

10.1 We may offer updates, and some may be needed to keep the app working with a new phone system or to keep it safe. We support the oldest systems named in the app's store listing.

11. Data loss, and no warranty beyond the law

11.1 We build the apps carefully, and we test them. We cannot promise that they are free of errors, that they run without interruption, that they work with every phone, computer, disk or network, or that no data is ever lost.

11.2 **Data loss.** We do not hold your photos. If photos are lost, left out, damaged or not backed up because of an error in the apps, in your devices, your disks, your network, a store, your power supply, a virus, your own actions, or the loss of the recovery key, we are responsible only as section 12 says. We are never responsible for a loss that a backup of your own (section 6) would have prevented, to the extent the law lets us say so.

11.3 **Beta versions.** A test version (beta) is made for testing. It may have errors. Use it only with copies of photos that you keep elsewhere.

11.4 Except for what these terms promise and what the law makes mandatory, the free part of the apps is provided “as is” and “as available”, and we give no other warranty.

12. Our responsibility (EU, UK and everywhere that mandatory law applies)

12.1 **What nothing here limits.** Nothing in these terms limits or excludes our liability for: intent (on purpose) or fraud; gross negligence; death or personal injury; harm caused by a defective product where the law makes us liable; our duties to you under mandatory consumer law; or anything else that the law does not allow us to limit.

12.2 **The free part.** To the extent the law allows, for the free part of the apps we are liable only for intent and gross negligence. Where the law of your country does not allow that, our liability for the free part is limited to the smallest amount that the law of your country allows.

12.3 **Kinds of loss.** To the extent the law allows, we are not liable for loss of profit, loss of business, loss of goodwill, or indirect loss that we could not foresee when we made the contract.

12.4 Your duty to reduce harm (section 6) stays.

13. Our responsibility (United States and where the law allows more)

This section applies only to the extent it is allowed in the place where you live. If it is not allowed there, section 12 is the whole rule.

13.1 TO THE EXTENT PERMITTED BY LAW, THE APPS AND OUR SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WITHOUT ANY WARRANTY THAT ANY PHOTO OR DATA WILL BE KEPT, WILL NOT BE LOST OR CHANGED, OR CAN BE RECOVERED.

13.2 TO THE EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, LOST PHOTOS OR LOST MEMORIES, EVEN IF WE WERE TOLD THEY MIGHT HAPPEN.

13.3 TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS ABOUT THE APPS AND OUR SERVICE IS LIMITED TO THE AMOUNT YOU PAID US IN THE 12 MONTHS BEFORE THE CLAIM, OR US\$ 50 IF YOU PAID NOTHING.

13.4 Some places do not allow the exclusion or limit of some warranties or damages. There, the exclusion or limit applies only as far as the law allows, and you may have other rights.

14. Your promises to us, and claims by others

14.1 If a third party brings a claim against us because you used the apps to store or move content that you had no right to use, or because you broke section 5 or section 8, you will, to the extent the law allows, pay the reasonable costs and damages that result, if we told you of the claim and let you answer it. This section does not apply to a consumer where the law of the consumer's country forbids it.

15. Ending

15.1 You may stop using the apps at any time and remove them. Your photos and folders stay where they are.

15.2 We may end your licence or stop our service to you if you break these terms in a serious way, or if the law requires it. We tell you why, unless the law forbids it. Because the apps run on your own devices, they keep working for the free part on your devices. Ending does not touch the photos on your devices.

15.3 What we hold after the end is in the privacy policy.

16. Changes to these terms

16.1 We may change these terms, for example when the product or the law changes. We publish the new text, show it in the app, and for a change that makes your position worse we tell you at least 30 days before it applies. If you do not agree, you may stop using the apps and, for a paid plan, cancel before the change applies and keep the rest of the period you paid for under the old terms.

16.2 A change never applies to a purchase you already made in a way that takes away what you bought for the period you paid for.

17. Governing law, disputes, and your own rights

17.1 These terms are governed by the laws of the State of Florida, United States, without its conflict-of-laws rules.

17.2 **Consumers.** If you are a consumer, you keep the protection of the mandatory rules of the country where you live, and you may bring a claim in the courts of that country. Nothing here removes a right that the law of your country says you cannot give up.

17.3 Before going to court, please write to us at usovvova@gmail.com and give us 30 days to answer. This does not stop you from going to court, to a consumer authority or to a data protection authority at any time.

18. Apple, Google and store terms

18.1 iPhone and Mac apps (Apple's required terms).

- a. *Acknowledgement.* These terms are between you and us only, not with Apple. We, not Apple, are responsible for the app and its content. These terms do not conflict with the Apple Media Services Terms and Conditions.
- b. *Scope of licence.* The licence is a non-transferable licence to use the app on Apple-branded products that you own or control, as the Usage Rules in the Apple Media Services Terms allow (including Family Sharing and volume purchasing).
- c. *Maintenance and support.* We alone are responsible for maintenance and support. Apple has no duty to give any. Our contact is in section 1.1.
- d. *Warranty.* We are responsible for any warranty. If the app does not meet a warranty, you may tell Apple, and Apple will refund the purchase price of the app to you (for an app that was free, there is nothing to refund). Apple has no other warranty duty for the app. Other claims, losses, liabilities, damages, costs and expenses from a failure to meet a warranty are ours, as far as these terms and the law allow.
- e. *Product claims.* We, not Apple, answer your claims or the claims of others about the app or your use of it, including product liability claims, claims that the app fails to meet a legal or regulatory requirement, and claims under consumer protection or privacy law. Nothing in these terms limits our liability beyond what the law permits.
- f. *Intellectual property.* If a third party claims that the app, or your use of it, infringes their intellectual property rights, we, not Apple, are responsible for the investigation, defence, settlement and discharge of that claim.
- g. *Legal compliance.* You state that you are not in a country under a United States government embargo or that the United States has named a "terrorist-supporting" country, and that you are not on any United States government list of prohibited or restricted parties.
- h. *Developer contact.* Questions, complaints or claims about the app go to: Volodymyr Usov, Tampa, Florida, USA, usovvova@gmail.com.
- i. *Third-party terms.* You must follow the terms of any third-party agreement that applies when you use the app, for example your mobile data plan.

j. *Third-party beneficiary.* Apple and its subsidiaries are third-party beneficiaries of these terms. When you accept them, Apple has the right (and is taken to have accepted the right) to enforce these terms against you as a third-party beneficiary.

18.2 Android app (Google Play). Google Play's terms apply to your download and to a purchase through Google Play. Google is not responsible for the app or for support. The refund rules of Google Play apply to purchases made there.

18.3 Computer apps and Paddle. For a purchase through Paddle, Paddle's buyer terms apply to the payment.

18.4 If a store's mandatory terms and these terms differ, the store's mandatory terms win for the app you got from that store.

19. Other terms

19.1 Export and sanctions. The apps use encryption. You may not use, export or send the apps in breach of the export and sanctions law of the United States or of your country. You state that you are not on a list of restricted parties.

19.2 Notices. We may send notices in the app, on our website, or to the e-mail address you gave us in support. We cannot e-mail you in other cases, because we have no list of users.

19.3 Whole agreement, language, parts that fall away. These terms and the privacy policy are the whole agreement between you and us about the apps. If a part is not valid, the rest stays. If we translate these terms, the English text decides where the law allows. If we do not use a right at once, we do not lose it.

19.4 Open-source notices. See Settings, "Licences" and "About".

19.5 Contact. Volodymyr Usov, Tampa, Florida, USA, usovvova@gmail.com.