

SmartCull desktop app — End User Licence Agreement (EULA)

Version: desktop-eula-2026-10-20-r4 **Effective date:** 20 October 2026.

The essentials

- Your photographs are processed **on your computer**. We do not receive local photographs or facial feature data through normal desktop processing. Photographs leave your computer if you expressly choose to upload them to a Parent Gallery.
- **The app only suggests** which photos may have come out best and how they may be grouped. Selecting, exporting, handing over, publishing, selling and uploading photos are your decisions and responsibilities. You must review suggestions. This does not exclude our own liabilities where the law does not permit that.
- Your account currently supports **up to three registered computers**. Certain export and upload functions require a prior **online authorisation**. You see any applicable charge before authorising it.
- Face grouping involves biometric processing. You must have the appropriate legal basis, special-category condition and necessary permissions for **everyone whose face will be processed**. Accepting this EULA does **not** provide parental consent. Otherwise, use separator-card mode.
- Exports create separate copies of your photographs. Keep your own backups.
- Website Terms, Privacy Notice and, where applicable, the Data Processing Agreement also apply to your account, purchases and uploaded galleries.

1. Supplier, parties and acceptance

This agreement is between **Foroszán Pál Márk**, a sole trader registered in Hungary (registered business name: **Foroszán Pál Márk ev.**; registration no. **62853549**; registered address **5700 Gyula, Szőnyi köz 1., Hungary**; EU VAT no. **HU91145804**; contact **hello@smartcull.uk**) (the **Supplier**) and the person or organisation legitimately holding a SmartCull account for professional photography activities (the **User**). A person accepting on an organisation's behalf represents that they are authorised to do so. The agreement is entered into when the complete terms have been made available and acceptance is recorded through **"I accept"**.

This EULA governs **local use of the desktop software**. SmartCull website Terms govern the online account, purchases, payments, Parent Galleries and other online services. The website Privacy Notice and Data Processing Agreement apply according to the actual processing operation involved. In a conflict, this EULA governs local desktop use; website terms govern online services and purchases, subject to mandatory law. If consumer-protection rules apply to a User despite the professional purpose, nothing here removes non-excludable statutory rights.

2. Licence and registered devices

While the account remains active, the Supplier grants the User a limited, non-exclusive, non-sublicensable licence to use the application for its intended professional purpose, currently on **up to three registered computers** per account. The User's authorised staff may operate it for the User. Computers may be released using the documented sign-

out or device-management procedure; the Supplier provides support for reasonable device-replacement issues.

Copyright and other rights in the software, brand and documentation remain with the Supplier or the relevant third-party licensors. Third-party open-source licences continue to apply independently.

3. Restrictions and statutory rights

The User must not resell, rent or offer the application itself as a third-party software service, bypass licence or export controls, forge authorisations or transfer device-specific authorisations unlawfully. The software must not be used to track, monitor or identify people for purposes unrelated to sorting the User's photographs.

Nothing in this agreement excludes rights which cannot lawfully be excluded, including, where applicable, necessary backup copying, observing, studying or testing the program, and decompilation for interoperability (Copyright, Designs and Patents Act 1988, sections 50A, 50B, 50BA and 296A).

4. Exports, charges and offline reuse

Local review and adjustment are free. Exporting or sending photographs to a Parent Gallery may require **online authorisation**. The application displays the applicable price, credit consumption or free entitlement for the particular account **before the User confirms**; no new charge is approved merely by accepting this EULA. Payments, credit and refunds are governed by the website Terms and refund rules.

Authorisations may be linked to a registered device and to a locally calculated session fingerprint. Subject to the account's licence and the locally available authorisation remaining valid, an **unchanged previously approved session** may be exported again on the same computer, without an additional charge or connection. If photos are added or session contents change, the software may require a further approval. It must disclose **before approval** whether any further charge arises; the fee for a new image must not silently cause previously paid-for images to be charged again. The exact rules appear at confirmation and in the applicable website terms.

5. Your photographs and outputs

This licence grants the Supplier no ownership of, or independent licence to exploit, your locally processed photographs. All photographic copyright and other rights remain with their respective lawful owners. The User confirms that it has the rights needed to process the material and to initiate any upload. During normal local operation, the application is designed not to overwrite original image files and produces export copies. The User is responsible for backups. If the User expressly initiates a Parent Gallery upload, the online Terms and relevant data-processing arrangements then apply.

6. Privacy, face grouping and your responsibilities

The controller for local photograph processing is the organisation or person that actually determines the purposes and essential means, commonly the photographer or the photographer's client. The Supplier is **not a processor for purely local image processing** to the extent it has no access to or collection of the photographs or local face features. A separate assessment is required for user-initiated uploads, image-containing support cases, remote access or crash reports.

Face-grouping mode calculates facial features to group pictures of the same person. Where those features are used for unique identification, this is **special-category biometric data**. Before processing, the User must identify an Article 6 UK GDPR lawful basis and a separate Article 9 condition. As a contractual condition of this product, the Supplier requires **prior, explicit and demonstrable consent** from each person concerned, or their parent or legal guardian where required, covering the biometric purpose and every face processed in the series. A separate permission may be required to take, share or publish photographs. The User must ensure that consent is freely given, can be withdrawn and is documented. If these conditions are missing for a person whose face would be processed, the User **must not use face grouping for that series**.

Before using biometric recognition to group children's images, the relevant controller must complete a data protection impact assessment where required by Article 35 of the UK GDPR and ICO high-risk guidance. The Supplier may provide a **reusable technical DPIA baseline**; the User must assess and record the actual deployment context, necessity, proportionality, risks and controls. This may be completed electronically without printing or a handwritten signature. An existing assessment for materially similar processing may be reused where the controller documents that it covers its actual operation. A one-click declaration without the necessary checks is not in itself a completed DPIA. If unmitigated high residual risk remains, assess whether prior consultation with the ICO is needed before starting.

Separator-card mode, if technically verified not to create face recognition templates, avoids this biometric identification processing. **Other photography, privacy and image-use obligations still apply**. The User manages security, retention and deletion of local photos, previews and facial data according to the documented deletion procedure.

7. Data sent to the Supplier

In normal local processing the app does not send photos, thumbnails or facial feature vectors to the Supplier. Account sign-in and licensing may involve email and authentication data, a pseudonymous device identifier and computer name, app version and use timestamps. An export approval may send a per-account keyed HMAC-SHA256 series fingerprint, image count, charge, timestamps and internal IDs. The technical description supplied by the product owner states that **version 0.4 no longer sends folder names on export**; older version 0.3 records may contain a legacy folder name. Voluntary Parent Gallery uploads are a separate operation and send selected images and related gallery metadata. The relevant site's desktop privacy notice specifies the effective data categories, bases and retention periods; outstanding factual checks must be closed before publication.

8. Updates and third-party components

The Supplier may provide security, compatibility and defect fixes. Older app versions' online functions may be limited where reasonably required for security, abuse prevention or compatibility, with appropriate notice. This does not remove files already lawfully exported to the User's computer. The distributed **THIRD-PARTY-NOTICES** identifies relevant third-party licences and attribution requirements.

9. Suggestions, your decisions and liability

The app only suggests which photographs may have come out best and how they may be grouped. Decisions to select, export, hand over, publish, sell or upload photographs to a Parent Gallery are **made by the User**, who is responsible for ensuring that their own decisions and uses are lawful, including obtaining the required permissions and consents. The User must review the suggestions before taking action. The Supplier does not guarantee flawless recognition, grouping or image-quality ranking.

The Supplier will provide the app with reasonable care and skill. **The Supplier is not responsible for loss arising solely from the User's independent editorial or publication decisions**, except to the extent that the Supplier's own breach, negligence or other legally attributable act contributed to that loss. To the extent lawful, the Supplier excludes unforeseeable indirect business losses and loss of profit. **This licence sets no monetary liability cap.** Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited. Any exclusion remains subject to applicable requirements of reasonableness, including under the Unfair Contract Terms Act 1977.

Reimbursement for substantiated direct third-party claims caused by the User's independently unlawful conduct depends on proof, causation, lawful recoverability and each party's actual responsibility. Regulatory penalties are not automatically passed through.

10. Termination

The licence ends when the account ends or may be terminated for material breach, normally after notice and a reasonable opportunity to remedy where practicable. Immediate restriction of online functions may be necessary for serious security or legal risks. Previously exported local files do not become Supplier property and are not automatically deleted because the licence ends. Local working files remain subject to the User's retention and deletion duties.

11. Changes, law and contact

Material amendments are normally announced **at least 15 days before taking effect**, by email or in the account; urgent legal or security changes may require shorter notice with an explanation. Where terms materially affect the User, the new EULA requires a fresh, recorded acceptance. It does not retrospectively alter amounts already charged.

Hungarian law governs this contract, subject to mandatory rules applicable to the particular dispute that cannot validly be excluded by agreement. Complaints and dispute arrangements are described in the SmartCull website Terms; contact **hello@smartcull.uk**.

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