Picco
Terms and Conditions

Effective: May 7, 2026 · Last updated: October 14, 2026

1. Introduction and Acceptance

Welcome to Picco, a photo marketplace platform operated by Picco Technologies ("we", "our", or "us"). By accessing or using our platform — including our mobile application, website, or API — you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to all of these Terms, do not use the platform. These Terms constitute a legally binding agreement between you and Picco Technologies.

2. Description of Services

Picco connects photographers ("Photographers") who upload event photos with clients ("Clients") who wish to find and purchase photos of themselves. To help Clients locate their photos, we use facial recognition technology provided by a third-party AI service. Our platform processes payments through Paystack, stores media via Cloudinary, and sends transactional communications via SendGrid and Arkesel.

3. User Accounts

3.1 Eligibility. You must be at least 18 years old to create an account. By registering, you represent that all information you provide is accurate and current.

3.2 Photographer Accounts. Photographers are responsible for ensuring they have the legal right to upload and sell all photos submitted to the platform, including obtaining any required consent from subjects appearing in the photos.

3.3 Client Accounts. Clients are responsible for safeguarding their account credentials. You agree not to share your password or allow others to access your account.

3.4 Account Termination. We reserve the right to suspend or terminate any account that violates these Terms or engages in fraudulent, abusive, or illegal activity.

4. Facial Recognition and Biometric Data

4.1 Optional Feature — Explicit Opt-In Required. The facial recognition feature is entirely optional. It is never activated by default. Before any biometric processing begins, you must take a deliberate, informed action to enable it by completing our in-app consent flow. You may use the platform — including browsing and purchasing photos manually — without ever enabling facial recognition.

4.2 Consent Screen and Audit Log. Before processing any facial data we present a clear consent screen that explains: what biometric data will be collected, the purpose (photo matching only), the retention period, and how to withdraw. We log the timestamp and policy version of your consent. This log constitutes the legal record of your authorisation under applicable data protection law.

4.3 What We Process — Templates, Not Raw Images. We process a mathematical representation of your facial features (a "face embedding" or "face template") derived from your reference photo.

We do not store your raw reference photo for ongoing matching purposes. Using feature vectors rather than raw images reduces the sensitivity of stored data while preserving matching accuracy.

4.4 Purpose Limitation. Biometric data is used solely to match your face against event photos you request to search. We will never use it for advertising, identity verification outside this feature, training unrelated AI models, or any other purpose.

4.5 Third-Party AI Processor. Face feature extraction is performed by a third-party AI service bound by a data processing agreement that restricts its use of your data to providing the recognition service to us. It may not use your biometric data for its own commercial purposes.

4.6 Withdrawal of Consent and Right to Erasure. You may withdraw consent at any time by disabling the feature or deleting your account. Upon account deletion, or upon your written erasure request, we will permanently delete your face template and request erasure from all third-party processors within 30 days.

4.7 Photographer Obligations. Photographers must not upload photos of minors without verifiable parental consent. Uploading photos for the purpose of non-consensual identification, tracking, or surveillance is strictly prohibited and will result in immediate account termination and referral to the appropriate authorities.

5. Content and Intellectual Property

5.1 Photographer Content. Photographers retain copyright in their uploaded photos. By uploading content, Photographers grant us a non-exclusive, worldwide, royalty-free licence to store, display, and deliver the content to Clients through the platform.

5.2 Prohibited Content. You may not upload content that is illegal, defamatory, obscene, infringing of third-party intellectual property rights, or depicts non-consensual intimate imagery.

5.3 Platform IP. The Picco name, logo, software, and all platform-generated content are the exclusive property of Picco Technologies and are protected by applicable intellectual property laws.

6. Payments, Pricing, and Refunds

6.1 Fees. Clients pay per photo or per album as displayed at the time of purchase. All prices are displayed in the local currency and are inclusive of any applicable taxes unless stated otherwise.

6.2 Payment Processing. Payments are processed by Paystack. By completing a transaction you also agree to Paystack's terms of service. We do not store full card details on our servers.

6.3 Photographer Payouts. Payouts to Photographers are subject to our payout schedule and minimum threshold. We reserve the right to withhold payouts pending investigation of disputed or fraudulent transactions.

6.4 Refunds. Purchased digital images are non-refundable once downloaded, except where required by applicable law or where the delivered image materially differs from its description. Refund requests must be submitted within 7 days of purchase to support@jperg.com.

7. Prohibited Activities

You agree not to: (a) use the platform for any unlawful purpose; (b) attempt to gain unauthorised access to any part of the platform or other users' accounts; (c) use automated scripts, bots, or scrapers without our written permission; (d) upload malicious code or interfere with the platform's

operation; (e) misuse the facial recognition feature to identify individuals without their knowledge or consent; (f) resell or redistribute purchased images in violation of the photographer's copyright; (g) engage in any conduct that harasses, threatens, or intimidates other users; or (h) upload, store, share, request, solicit, or facilitate access to any material that sexually exploits or endangers a person under 18, including child sexual abuse material, any sexualised depiction of a minor, grooming, sextortion, or the trafficking of a minor. We have zero tolerance for child sexual abuse and exploitation (CSAE); our full child safety standards are set out in our Privacy Policy and form part of these Terms.

8. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE FACIAL RECOGNITION FEATURE WILL BE ERROR-FREE OR THAT EVERY PHOTO OF YOU WILL BE FOUND. FACIAL RECOGNITION ACCURACY VARIES BASED ON PHOTO QUALITY, LIGHTING, AND OTHER FACTORS.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PICCO TECHNOLOGIES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE 30 DAYS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Indemnification

You agree to indemnify and hold harmless Picco Technologies and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with your access to or use of the platform, your violation of these Terms, or your infringement of any third-party rights.

11. Modifications to Terms

We may update these Terms at any time. If we make material changes we will notify you by email or by a prominent notice on the platform at least 14 days before the changes take effect. Your continued use of the platform after the effective date constitutes acceptance of the revised Terms.

12. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of Ghana, without regard to conflict of law principles. Any dispute arising out of or in connection with these Terms shall first be submitted to good-faith mediation. If mediation fails, the dispute shall be subject to the exclusive jurisdiction of the courts of Ghana.

13. Contact

If you have questions about these Terms, please contact us at support@jperg.com or write to Picco Technologies, Accra, Ghana.