



Terms of Service

Last Updated Date: 2025/07/04

Thank you for using Cybercut!

1. ACCEPTANCE OF THESE TERMS OF SERVICE

1.1 These Terms of Service, including our Privacy Policy, which is incorporated herein by reference (together, this "Agreement"), and is an important document that you should read, is a legally binding contract between you and STREAMLAKE PTE. LTD. and its affiliates (collectively, "Cybercut," "Company", "us," "we," or "our"). This Agreement governs your use of the Cybercut, along with its associated software applications and websites (all together, "Services" or "Cybercut"). References to "User," "you", and "your" refer to the individual accepting this Agreement, placing an order, creating an Account (defined below), or otherwise using the Services.

1.2 CyberCut is an AI video creation tool. The Services provides certain features and functionalities that help users to create, edit videos. The specific functions shall be subject to the actual functions provided by the product when the user uses it.

1.3 IF YOU USE Cybercut OR THE SERVICES PROVIDED BY US (COLLECTIVELY, THE "SERVICES"), WHETHER IN WHOLE OR IN PART, YOU ARE DEEMED TO (A) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO BE BOUND BY; AND (B) AGREE TO BE BOUND BY AND ACCEPT, THIS AGREEMENT AND OTHER RELATED DOCUMENTS THAT ARE EXPRESSLY INCORPORATED INTO THIS AGREEMENT BY REFERENCE. If you are using our Services on behalf of a company, association, partnership, organization or other entity, whether in part or in whole, then you agree, represent, warrant and undertake that:



- (b) you are duly authorized by, and will remain authorized by, such company, association, partnership, organization or other entity to agree on its behalf and bind such company, association, partnership, organization or other entity to this Agreement; and
- (c) the company, association, partnership, organization or other entity is legally responsible for your use of the Services as well as for the use of your Account by any other individual authorized by such company, association, partnership, organization or other entity, including without limitation any officers, directors, employees, agents and advisors of such company, association, partnership, organization or other entity.




1.4 YOU MUST CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, INCLUDING ANY TERMS THAT MAY EXEMPT OR RESTRICT THE COMPANY'S LIABILITIES AND/OR RESPONSIBILITIES AND ANY TERMS THAT MAY RESTRICT AND/OR WAIVE YOUR RIGHTS, AS THEY APPLY TO YOUR USE OF THE SERVICES. IN PARTICULAR, THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION AND ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOUR USE OF THE SERVICES IS CONDITIONAL ON YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH OR ACCEPT THIS AGREEMENT, YOU SHALL NOT USE Cybercut OR ANY OF THE OTHER SERVICES.

1.5 **Modifications:** In order to provide better services or for legal, regulatory or security reasons, we reserve the right to amend, replace and/or otherwise update this Agreement from time to time. We will use commercially reasonable endeavors to notify you of any material modifications to this Agreement, such as notice on Cybercut website, push messages or emails. You shall review this Agreement regularly to check for such modifications. If you do not agree to or accept the modifications to this Agreement, you will have to stop using Cybercut or any of the Services. By continuing to use Cybercut or any of the Services after the terms of this Agreement have been modified, you are deemed to have accepted the modifications.

ARBITRATION NOTICE. *You agree that disputes arising under this Agreement will be resolved by binding, individual arbitration as specified below, and BY ACCEPTING THIS AGREEMENT, YOU AND Cybercut ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.*



- (a) Anyone under the age of 13 or other minimum age as defined under applicable laws of your jurisdiction ("Minimum Age") shall not use the Services.
- (b) If you have reached the Minimum Age but are under the age of majority as defined under applicable laws of your jurisdiction ("Majority Age"), you may only use the Services and register for a Cybercut Account on the website through the representation of your parent or legal guardian, and your parent or legal guardian hereby represents you and accepts this Agreement. 
- (c) Where parental consent or authorization is required under such applicable laws and regulations, you have the obligation to provide to us evidence of such consent or authorization, including as required under applicable laws and regulations, the consent or authorization of the holder of parental responsibility for the minor, including but not limited to agreeing to the followings: (i) all the minor's actions in connection with their access to the Services; (ii) any fees or charges associated with the minor's use of any of the Services (as applicable); (iii) the minor's compliance with this Agreement; (iv) ensuring that any of the minor's participation in Services will not, in any event, result in any violation of applicable laws and regulations relating to child protections. We may refuse to process or continue to process the minor's personal information, or provide or continue to provide the Services to the minor until we receive this evidence of consent or authorization.
- (d) If you are a minor in your country or region, your use of the Services may be subject to further age restrictions, whether imposed by us or any third party vendor in connection with the provision of certain Services. You may be unable to use or only have limited access to those Services, such as participating in rewards programs, top-up and tipping, without the assistance of your parent or legal guardian.
- (e) If you learn that a child below the Minimum Age has registered for a Cybercut Account or an Account of a child below the Majority Age was not registered under proper representation or guardianship, you may alert us at help@cybercut.ai. We will promptly verify, take steps to remove such Account information from Cybercut and delete the Account.



non-sublicensable, non-transferable, personal, limited license to use Cybercut only on your personal smartphone, tablet, computer or other mobile or wireless device (which must be designated by us as being compatible for use with Cybercut). Company reserves all rights not expressly granted to you herein. You acknowledge and agree that we may terminate this license at any time, for any reason, with or without cause.



2.3 Access to Cybercut

The Services are offered and provided to you on an "as is" and "as available" basis at your sole risk. Our goal is to minimize disruption caused by technical errors; however, we cannot guarantee the continuous, uninterrupted or error-free operability of Cybercut at all times. There may be times when certain functionality or features of Cybercut or content made available through Cybercut, or the entire Cybercut, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, at our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of Cybercut, or any feature, part or content of Cybercut. We are not responsible if you cannot access the Services properly or at all because of any event out of our control, for example (without limitation) the performance of any software or operating system running on your device or any connected software, hardware, network or service.

2.4 Account Registration

- (a) In order to access Cybercut, you are required to sign up for a Cybercut account ("Account") and become a user ("User") of the Services. You can log in to Cybercut using the username and the password you create. The first time you log in Cybercut using E-mail verification, an Account of our platform will be provided for you. You can access the services of our platform by logging in with your Account.
- (b) You shall provide us with the information and complete all the registration procedures according to the instructions on the registration page. By creating an Account:
 - (i) you undertake to and shall provide true, accurate, up to date, and complete information as we may from time to time request, and shall not provide us with



username and password is either you or a person authorized to act for you;

- (iii) you must not impersonate or attempt to impersonate another person; and
- (iv) you must safeguard the username and password of your Account and keep them secret and confidential.



2.5 Account Safety and Management


- (a) You undertake to, and shall, comply with all applicable laws and regulations when you use Cybercut and any of the Services.
- (b) If you authorize any person to act for you in relation to the use of Cybercut, you will ensure that they comply with this Agreement at all times.
- (c) You are responsible for keeping your Account and password safe, using them properly, and maintaining their confidentiality. If you do not take these precautions and your Account or password is lost, stolen, or misused, resulting in damage to you or others, you will be held legally responsible.
- (d) Your Account can only be used by yourself and you may not lend, give away or rent the Account or transfer, sell or share the Account to others. Otherwise, you will be responsible for any legal consequences arising therefrom.

3. INSTRUCTIONS OF CONDUCT

3.1 Your access to and use of the Services is subject to this Agreement and all applicable laws and regulations. You may not:

- (a) access or use the Services if you are not fully able and legally competent to agree to this Agreement or are authorized to use the Services by your parent or legal guardian;
- (b) make unauthorized copies, modify, adapt, translate, delete, alter, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;



- (a) market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation without our written consent;
- (e) use the Services, without our written consent, for any political, commercial or unauthorized purpose, including building conversations for political campaigning or advocacy or lobbying purposes, communicating or facilitating any commercial advertisement or solicitation or spamming; 
- (f) interfere with or attempt to interfere with the proper working of the Services, disrupt Cybercut website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- (g) incorporate the Services or any portion thereof into any other program or product;
- (h) use automated scripts to collect information from or otherwise interact with the Services;
- (i) impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- (j) intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (k) use or attempt to use another's account, service or system without authorization from us, or create a false identity on the Services;
- (l) use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;
- (m) use the Services to upload, transmit, distribute, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;



- (o) solicit, or attempt to solicit any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., national identification numbers, passport numbers) or credit card numbers;
- (p) any material which does or may infringe any copyright, trademark or other intellectual property or privacy rights of any other person;
- (q) any material which is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory;
- (r) any material that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
- (s) any material that is deliberately designed to provoke or antagonise people, especially trolling and bullying, or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;
- (t) any material that contains a threat of any kind, including threats of physical violence;
- (u) any material that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- (v) material that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose Cybercut, the Services or any of our other users to any harm or liability of any type;
- (w) use the Services or any content, data, information, or other materials made available through the Services (including "Output", defined below) for purposes of, directly or indirectly, creating, testing, improving, training, or otherwise developing your or any third party's artificial intelligence or machine learning models, systems, architecture, weights or related technology.



We reserve the right, at our sole discretion, to terminate all rights granted to you, refuse the Service, block or delete your Account under this Agreement in the event that you are found to be in breach of any of the above provisions.

3.2 When you use our Services you understand and agree the following:



- (ii) You are responsible for evaluating the accuracy and appropriateness of the Output for your specific use case, which may include human review, before using or sharing any Output generated by our Services.
- (iii) You must not use any Output related to an individual for purposes that could have a legal or material impact on that person, such as making decisions regarding credit, education, employment, housing, insurance, legal matters, medical issues, or other important areas.



3.3 We cannot and do not guarantee that any Content (defined below) will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate information technology security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of Cybercut and the content made available through them.

3.4 If your use of Cybercut results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.

3.5 You are responsible for the Content uploaded or published by you for compliance with applicable laws and regulations, requirements of competent governmental authorities and our policies. In addition to complying with the content removal orders from any relevant judicial or administrative authorities or requests of the Users or any third parties, in response to complaints from other Users or any third parties, or if we, in our sole discretion, believe that any Content does not comply with this Agreement, we may take any measures, including without limitation removing or refusing to display such Content.

3.6 You acknowledge and agree that Content you uploaded or published will be considered non-proprietary and non-confidential. You must not upload or transit any Content that you consider to be proprietary or confidential. You may decide and control the extent of the availability of the Content (i.e. whether to all other users, users you selected or only to yourself) by way of Cybercut's settings, subject to features and functions available in Cybercut.



original content, and we will take measures to protect your intellectual property rights in accordance with applicable laws and regulations.

4.2 You may upload, post, or transmit content, data, or information on Cybercut through the Services, including but not limited to text, words, graphics, software, photos, and other images, trademarks, logos, videos, audio, musical or non-musical works, live performances, etc. (collectively, "Input"), receive content generated in response to your Input ("Output"). Input and Output are collectively referred to as "Content." You are responsible for the Content, including ensuring that it does not violate any applicable law or this Agreement.



4.3 You warrant and undertake that you hold the intellectual property rights to the Input or that you have obtained legal authorization from the relevant owner to the use of the Input and that your use of the Input shall not violate any applicable laws and regulations or infringe upon the legitimate rights and interests of any third parties (including, without limitation, copyright, patent, trademark and other intellectual property rights and personality rights, personal data rights and other rights and interests). We reserve the right to moderate, block, or delete the Input (or part thereof) upon notification from an intellectual property rights owner or any other persons of any suspected or actual intellectual property rights infringement, and you shall be liable for any and all loss, damages or other consequences incurred by us or our affiliates arising out of, in connection with and/or relating to such suspected or actual infringement.

4.4 To the extent permitted by applicable laws, the intellectual property and other property interests (if any) related to the Output generated in the process of the Services shall be vested in the owner thereof as defined by applicable laws.

4.5 You acknowledge and agree that if you hold intellectual property rights, portrait rights or other legitimate rights or interests on the Input and/or Output in accordance with applicable laws, your use of the Services will not constitute a transfer of such legitimate rights or interests, unless agreed otherwise by you and us. Specifically, without our written permission, you may not use, reproduce, distribute, and create derivative works of, and make modifications to, the Output for any commercial purposes.



you agree that Cybercut has a non-exclusive, royalty-free right and license during the operational period of its business and within the territories in which Cybercut conducts business to use the Content, which shall comprise the Input you provide or upload to the Services and Output generated during your use of our Services, including such right to host, store, transfer, publicly display, publicly perform (including by means of digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works from, and to distribute Input and Output, in whole or in part, in any media formats and through any media channels.



4.6.2 We may, at our discretion or by licensing to third parties, use or develop the aforementioned Content (in whole or in part) for the purposes of promotion, product/function upgrades, and to research on new products/functions. You undertake not to claim personal rights or property rights in connection with our use or development of the Content.

4.6.3 Without limiting the generality of the foregoing license, Cybercut may process usage data, aggregated data, or Input for its lawful business purposes, in accordance with applicable laws including but not limited to the following:

- (a) track use of the Services for billing purposes;
- (b) provide support for the Services;
- (c) monitor the performance and stability of the Services;
- (d) prevent or address technical issues with the Services;
- (e) improve the Services, its other products and services, and to develop new products and services;
- (f) create, test, improve, train, or otherwise develop the artificial intelligence or machine learning models, systems, architecture, weights or related technology used by Cybercut in connection with the Services; and
- (g) for all other lawful business practices, such as analytics, benchmarking, and reports.



4.7 Notwithstanding the foregoing, the whole or part of Content uploaded or published by one User may be extracted by another User to produce additional Content, subject to prior approval from the User, where applicable. When you choose to transfer or upload the Content, which may include content generated by other users and/or us, to other platforms or websites operated by a third party, you shall do so in compliance with this Agreement and any terms and conditions of use of such other platform or website.

4.8 You acknowledge that Cybercut and the Content provided through Cybercut are subject to protection by trademark, copyright and other intellectual property rights. You may not use Content from our Services unless you obtain permission from its owner or are otherwise permitted by applicable laws. Do not remove, obscure, or alter any legal notices displayed in or along with our Services. Further, you shall not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any Content owned by us in any way for any public or commercial purpose without our prior written consent. Without prejudice to other remedies that we are entitled to, we reserve the right, with or without notice, at any time and in our sole discretion to suspend, block and/or delete the Account of any User who infringes or is alleged to infringe any trademarks, copyrights or other intellectual property rights.

5. COPYRIGHT COMPLAINT

5.1 If you believe that your intellectual property rights have been infringed, please send notice in accordance with the Digital Millennium Copyright Act ("DMCA") or applicable laws, to the address below: help@cybercut.ai

We may delete or disable Content that we believe violates this Agreement or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate.

Written claims concerning copyright infringement must include the following information:

- a) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;



so we can find it;

- d) Your address, telephone number, or email address, which allow us to contact you easily;
- e) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f) A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.



5.2 If you receive a notification from us stating that your Content has become the subject of an infringement claim notice, you have the right to submit a written counter-notice to us in accordance with the form required by the DMCA or other applicable laws, to the designated email address: help@cybercut.ai.

6. COMMERCIAL TERMS

6.1 The Services we provide to you could be free or paid services. Specific details shall be subject to the information displayed on Cybercut.

6.2 You understand and agree that we may adjust the standards and methods by which we charge fees for the Services based on the needs of business development, and may also start charging for some previously free services. We will notify or announce such changes through Cybercut. For clarity, the provision of free services through Cybercut shall not be construed as a waiver of our right to charge fees in the future.

6.3 You understand and agree that Cybercut may contain other Services provided by our affiliated companies or third parties. We merely provide subscription and/or access points for these services on the Cybercut for your convenience. If you wish to use such services, you should separately enter into an agreement with the corresponding service provider, pay the corresponding fees (if any), and bear all potential risks. We do not provide any form of guarantee or warranty for the services provided by our affiliated companies or other third parties.



7.1 EXCLUSION OF WARRANTIES

- (a) Your use of the Services is entirely at your own risk. By using the Services, you confirm that you have carefully considered terms and conditions under this Agreement and fully understand its implications on your legal rights.
- (b) THE SERVICES ARE PROVIDED "AS IS" AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO THE SERVICES. IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU THAT:
 - (i) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
 - (ii) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
 - (iii) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR
 - (iv) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED. TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS.



7.2 INDEMNIFICATION; LIMITATIONS ON LIABILITY

- (a) NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAWS.
- (b) You agree to defend, indemnify, and hold harmless us, our parent companies, subsidiaries, and affiliates and each of our respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses on an indemnity basis, arising out of a breach by you, your content or any user of your Account of applicable laws and regulations or this Agreement, including your obligations, representation and warranties herein.



and each of our respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses on an indemnity basis, in respect of your use of the Services and/or Cybercut, or access to any information as a result of such use by you or any other person, whether or not authorized.



- (d) YOU AGREE THAT Cybercut HAS NO LIABILITY FOR ANY LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT) SUFFERED BY YOU DUE TO:
 - (i) ANY INTERRUPTION, INTERCEPTION, SUSPENSION, DELAY, LOSS, UNAVAILABILITY, OR OTHER FAILURE IN PROVIDING THE SERVICES OR YOUR USE OF Cybercut, IN TRANSMITTING INSTRUCTIONS OR INFORMATION RELATING TO THE SERVICES OR YOUR USE OF Cybercut, OR IN CONNECTING WITH THE SERVICES OR YOUR USE OF Cybercut CAUSED BY ANY ACTS, OMISSIONS OR CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION MAINTENANCE OR CONNECTION FAILURE OF THE INFORMATION NETWORK EQUIPMENT, FAILURE OF COMPUTER, COMMUNICATION OR OTHER SYSTEMS, HACKER ACTIVITIES, COMPUTER VIRUSES, POWER FAILURE, STRIKE, REVOLT, FIRE, FLOOD, STORM, EXPLOSION, WAR, PANDEMIC, ACT OF GOVERNMENT, ORDER OF JUDICIAL AND ADMINISTRATIVE AUTHORITIES OR ANY OTHER THIRD-PARTY REASONS; OR
 - (ii) TRANSMISSION AND/OR STORAGE OF INFORMATION AND/OR DATA RELATING TO YOU, THE SERVICES, Cybercut AND/OR TRANSACTIONS OR DEALINGS CONDUCTED BY YOU PURSUANT TO THE SERVICES THROUGH OR IN ANY SYSTEM, EQUIPMENT OR INSTRUMENT OF COMMUNICATION NETWORK PROVIDER.
- (e) If you violate or are suspected of violating applicable laws and regulations or this Agreement, we reserve the right to take all necessary actions (including but not limited to suspending, blocking or deleting your Account or your use of the Services, or reporting to the relevant authorities) immediately without notice to you at our sole discretion.
- (f) SUBJECT TO APPLICABLE LAWS AND REGULATIONS, WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OR CORRUPTION OF DATA, LOSS OF PROFITS, LOSS OF REVENUE, GOODWILL, OPPORTUNITY OR LOSS OF ANTICIPATED SAVINGS OR ANY OTHER LOSS OR DAMAGES OF



- (g) To the fullest extent permitted by applicable laws and regulations, you acknowledge and agree that any claim or dispute you have with any other third party in connection with the Services, including, by way of example and not limitation, any carrier, copyright owner or other user, is between you and such third party and you irrevocably agree to release, indemnify and hold harmless us, our parent companies, subsidiaries, and affiliates, and each of our respective officers, directors, employees, agents and advisors from any and all claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such claim or dispute.
- (h) OUR TOTAL LIABILITY TO YOU, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING OUT OF, OR IN RELATION TO, THIS AGREEMENT, IF ANY, SHALL BE LIMITED TO THE TOTAL AMOUNT OF PAYMENTS MADE BY YOU TO US IN THE PAST 6 MONTHS. THE LIMITATION IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.



8. YOUR PERSONAL INFORMATION

We collect and process personal data of users of Cybercut. All personal data is handled in accordance with our Privacy Policy, which is expressly incorporated into this Agreement by reference.

9. THIRD PARTY PROVIDERS

9.1 You acknowledge that certain parts of Cybercut and certain content and services made available through Cybercut (other than the content provided by other users) are provided or maintained by third parties and not by us. By using the Services, you acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of any such third party content or services.



with the content or services provided by any third parties. You agree that you access, view and interact with all such services and content at your own risk. If you access third party services through Cybercut, you must comply with any terms and conditions applicable to those services.

9.3 You agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of any correspondence or dealing solely between you and any third party.

9.4 Subject to our Privacy Policy, we may explore and integrate developer tools provided by third parties from time to time to enable or facilitate features, functions or business for Cybercut platform in accordance with this Agreement.



10. EXTERNAL LINKS

To the extent where Cybercut contains any link to other websites or resources, the following provisions apply:

- (a) Although these websites or resources are selected with care, we are not responsible for the content or accuracy of any off-site pages or any other sites or resources linked to Cybercut (including those sites or resources linked through advertisements or through any search engines).
- (b) We are not responsible for the processing of your personal data by these websites or resources. You may need to refer to their privacy policies with regard to such processing.
- (c) The fact that we include links to such external websites and resources does not imply any endorsement of, or association with such operators, content or opinions. Your use of websites or resources linked from Cybercut is subject to any terms and conditions applicable to those websites or resources.

11. GOVERNING LAWS

To the fullest extent permitted by applicable laws and regulations, the validity, interpretation, modification, supplement, termination, execution of this Agreement and



rights before any competent court in any other jurisdiction.

12. DISPUTE RESOLUTION

12.1 Any dispute, controversy or claim (whether in contract, tort or otherwise) arising out of, relating to, or in connection with this Agreement, including their existence, validity, interpretation, performance, breach or termination shall be firstly settled through friendly and amicable negotiation between you and us. If the negotiation fails, it will be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the arbitration rules of the SIAC then in force when the Notice of Arbitration is submitted by a party. The seat of the arbitration will be Singapore. The arbitration proceedings will be conducted in English.

12.2 The arbitration will be conducted by videoconference if possible, but if the arbitrator determines a hearing should be conducted in person, the venue of the hearing will be mutually agreed upon, failing which the venue of the hearing shall be determined by the sole arbitrator. You and the Company agree that any settlement amount offered by any party will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any.

12.3 You and the Company agree that disputes must be resolved on an individual basis only, and cannot be pursued as a plaintiff or class member in any alleged class, consolidated, or representative actions. Class arbitrations, class actions, and representative actions are prohibited. Only individual relief is available. The parties agree to separate and litigate in court any requests for public injunctive relief after completing arbitration for the underlying claim and all other claims. The foregoing does not prevent either party from participating in a class-wide settlement. Additionally, you and the Company knowingly and irrevocably waive any right to trial by jury in any action, proceeding, or counterclaim.

12.4 If any part of terms of this Section 12 is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class arbitration, class action, or representative action, this entire dispute resolution section will be unenforceable in its entirety.



(a) expiration or termination of this Agreement, or (b) termination of this Agreement pursuant to Section 13.2.

13.2 Termination.

- (a) You are free to stop using our Services at any time. You may delete your Account at any time through your account settings or by contacting Cybercut at help@cybercut.ai. Once you choose to delete your Account, you will not be able to reactivate it or recover any content or information associated with it.
- (b) (i) If You violate any terms of this Agreement; (ii) You do not comply with applicable laws; (iii) Your use of our Services could cause risk or harm to Cybercut, other users, or anyone else, then your authorization to access the Services and this Agreement shall automatically terminate with immediate effect. In addition, Cybercut may, in its sole discretion, terminate this Agreement or suspend, block or delete your Account, or suspend or terminate your access to the Services, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination.
- (c) We may decide to discontinue our Services, but if we do, we will give you advance notice and a refund for any prepaid, unused Services.



13.3 If you believe we have suspended, blocked or deleted your Account in error, you can file an appeal with us by contacting our support team at help@cybercut.ai.

14. MISCELLANEOUS

14.1 This Agreement is the entire agreement between you and us in relation to your use of the Services and supersedes all prior agreements between us in relation to your use of the Services.

14.2 The failure by either party to exercise or enforce any right or remedy of this Agreement will not constitute a waiver of such right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or



14.3 Upon termination or expiration of this Agreement, any provision which, by its nature or express terms should survive, including but not limited to any obligations in relation to the liability of, or indemnities (if any) given by, the respective parties, will survive such termination or expiration.

14.4 If any term of this Agreement is held by a court or tribunal to be invalid, illegal or unenforceable and can be deleted without altering the essence of this Agreement, it shall be deemed deleted without affecting the validity and enforceability of the remaining term of this Agreement. If the invalid, illegal or unenforceable provision cannot be deleted without altering the essence of this Agreement, we may amend this Agreement to remedy such invalidity, illegality or unenforceability to the extent needed to achieve the intent of the original provision.

14.5 We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). Feedback is provided on a non-confidential basis, and we have no obligation to maintain its confidentiality. You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. The Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

14.6 Each party shall pay its own costs incurred in connection with the performance of any of its obligations under this Agreement, save to the extent that is expressly provided otherwise in this Agreement.

14.7 No provision in this Agreement is intended to create or shall create a partnership between the parties or establishes a party as the agent of another party for any purpose. A party has no authority to act for, bind, contract in the name of, or create a liability for the other party by any means or for any purpose.

14.8 Each party shall, and shall use all reasonable endeavors to procure that any necessary third party shall, execute and deliver such documents and perform such



14.9 NOTWITHSTANDING any other provision in this Agreement:

- (a) you shall not without our prior written consent, assign, transfer, novate, part with, outsource, subcontract or delegate any of your rights, responsibilities and/or obligations under this Agreement (in whole or in part); and
- (b) we may assign, transfer, novate, part with or subcontract any of our rights, responsibilities and/or obligations under this Agreement (in whole or in part) to any other affiliate, subsidiary, or successor in interest of any business associated with our Services without your prior consent.



14.10 A person who is not a party to this Agreement has no right to enforce any terms of this Agreement.

14.11 This Agreement is drafted in the English language. If this Agreement is translated into any language other than English, the English version shall prevail to the extent of any inconsistency, unless otherwise required under applicable laws and regulations.

15. CONTACT INFORMATION

If you have any complaints, suggestions or other questions on this Agreement, please contact us:

- a) through email at help@cybercut.ai;
- b) by accessing [Contact Us] displayed on the Website.

We will review the issues involved as soon as possible and reply to you in a timely manner after verifying your identity.

16. Supplemental Terms – Jurisdiction-Specific

Brazil

If you are using our Services in Brazil, the following additional terms apply. In case of any conflict between these additional terms and the terms of the main body of this Agreement, these additional terms shall prevail.



this Agreement; if you are between 13 and 16 years of age, you can only use and register an account with the consent of your parents or legal guardians, and you must obtain their agreement for your use of the Services and acceptance of this Agreement.



- (b) This Agreement is governed by Brazilian law. Both you and we agree that the courts of Brazil will have exclusive jurisdiction.

India

If you are using our Services in India, the following additional terms apply. In case of any conflict between these additional terms and the terms of the main body of this Agreement, these additional terms shall prevail.

- (a) By accepting this Agreement and using our Services, you acknowledge that you have read and understood its contents, and you consent to be bound by this Agreement.
- (b) You are prohibited from using the Services to upload, transmit, distribute, store or make available any content that:
 - (i) is obscene, pornographic, pedophilic;
 - (ii) involves or promotes money laundering, gambling, or any other unlawful activities;
 - (iii) poses any harms to minors;
 - (iv) misleads recipients regarding the origin of any messages or contains grossly offensive or threatening content; or
 - (v) endangers the unity, integrity, defense, security, or sovereignty of India, disrupts friendly foreign relations, threatens public order, incites crime, obstructs investigations, or insults another nation.
- (c) You hereby irrevocably waive any right to object or make claims before any authority, including any copyright board, regarding the rights licensed to us under this Agreement, including any right under section 30A of the Indian Copyright Act, or



- (a) In the event you are required to indemnify us pursuant to this Agreement or any court rulings, you must secure all necessary approvals and consents from regulatory authorities for the remittance of any indemnified amount to us.

Indonesia



If you are using our Services in Indonesia, the following additional terms apply. In case of any conflict between these additional terms and the terms of the main body of this Agreement, these additional terms shall prevail.

- (a) Access to the Services is restricted to individuals aged 14 and older in Indonesia.
- (b) By utilizing our Services, you represent that you are at least 21 years old, married, or not under guardianship. If you are under 21 years old and not married, your Account must be registered in the name of a parent or guardian. Additionally, you represent that you have obtained consent from your parent(s) or legal guardian(s) unless stated otherwise. By providing consent, your parent(s) or legal guardian(s) accept responsibility for: (i) your actions while using the Services; (ii) any fees incurred from your usage of the Services; (iii) your adherence to this Agreement; and (iv) ensuring that your participation in the Services complies with all child protection laws and regulations. If you do not have necessary consent and your parent(s) or guardian(s) are unwilling to create the Account on your behalf, you must stop using the Services.
- (c) The limitations of liability mentioned in Section 7 do not apply if you suffer any loss or damage due to our intentional misconduct or negligence.
- (d) This Agreement is available in both English and Indonesian. In case of any discrepancies or differing interpretations between the two languages, the English version will take precedence, and the relevant Indonesian text will automatically be adjusted to align with the English version. Both parties affirm that they have reviewed this Agreement, understand them fully, and entered into this agreement voluntarily and without pressure. You acknowledge that you fully understand the language and content of this Agreement, and you agree not to invoke Law of the Republic of Indonesia No. 24 of 2009 regarding Flag, Language, State Emblem, and National Anthem, or any related regulations, to challenge the validity of this Agreement.



If you are using our Services in the United Arab Emirates ("UAE"), the following additional terms apply. In case of any conflict between these additional terms and the terms of the main body of this Agreement, these additional terms shall prevail.

- (a) By agreeing to this Agreement, and accessing or using our Services, you acknowledge that you have read and understood this Agreement, and the additional terms herein. You consent to be bound by this Agreement, the Community Guidelines and all other policies or agreements mentioned herein.



Mexico

If you are using our Services in Mexico, the following additional terms apply. In case of any conflict between these additional terms and the terms of the main body of this Agreement, these additional terms shall prevail.


- (a) If you are under age 18, you may only use the Services with the explicit consent of your parent or legal guardian. Please ensure that they have reviewed, discussed and agreed to this Agreement with you.


1. ACCEPTANCE OF THESE TERMS OF SERVICE
2. REGISTRATION AND USE
 - 2.1 Your Eligibility
 - 2.2 License
 - 2.3 Access to Cybercut
 - 2.4 Account Registration
 - 2.5 Account Safety and Management
3. INSTRUCTIONS OF CONDUCT
4. INTELLECTUAL PROPERTY RIGHTS AND CONTENT
 - 4.6 License
5. COPYRIGHT COMPLAINT




- 7.1 EXCLUSION OF WARRANTIES
- 7.2 INDEMNIFICATION; LIMITATIONS ON LIABILITY
- 8. YOUR PERSONAL INFORMATION
- 9. THIRD PARTY PROVIDERS
- 10. EXTERNAL LINKS
- 11. GOVERNING LAWS
- 12. DISPUTE RESOLUTION
- 13. TERM AND TERMINATION



 **PRODUCT HUNT**
#1 Product of the Month

 **#1 PRODUCT OF THE MONTH**
Artificial Intelligence

 **#1 PRODUCT OF THE MONTH**
Marketing

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