

CUT3 Terms of Service

The terms and conditions set forth below (the "terms") govern your use of the website located at cut3.ai (the "site") and any services available on the site (collectively, the "services"). These terms are a legal contract between you and CUT3 and govern your access to, and use of, the services and the site. If you do not agree with any of these terms, do not access or otherwise use this site, the services or any information contained on this site. Your use of this site and/or the services will be deemed to be your agreement to abide by each of the terms set forth below. We may make changes to the content and the services offered at any time by posting updated terms of use on the site(s) and by sending registered users an email notice of the changes. We may also impose limits on certain features and services or restrict your access to parts or all of the services without notice or liability. If any modification is unacceptable to you, you will cease using the site or services. If you do not cease using the site or services, you will be deemed to have accepted the change. CUT3 may, in its sole discretion, refuse to offer the services to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law, and the right to access the services is revoked in such jurisdictions. Use of the services is also subject to CUT3's privacy policy, which may be found at <https://cut3.ai/privacy> ("privacy policy") and which is incorporated into these terms by this reference. The services are available to natural persons, only, including natural persons acting as authorized representatives of legal entities. You represent, acknowledge and agree that you are of legal age to enter into the terms, or, if you are not, that you have obtained parental or guardian consent to enter into and agree to these terms. If your acceptance of these terms is on behalf of an entity, you represent and warrant that you have the authority to bind that entity to

these terms. In that event, "you" and "your" will refer and apply to that entity as well as to yourself. If you do not agree to these terms of use, you may not use the site or the other services.

1. Services and Registration

CUT3 utilizes artificial intelligence systems to produce certain digital content that is generated by users through the Services (such content, ("**Assets**"). In order to use the Services, you must register through the Site. There are multiple tiers of membership, one does not require any payment ("**Free Tier**") and the others are a paid subscription. Users of the Free Tier have limited rights. Users of paid subscription tiers have rights associated with the subscription tier chosen by the user. When you register on the Site, you are asked to create your own profile. Your profile includes, but is not limited to, personal information such as your user name, your email and general information you wish to disclose about yourself. Upon successful registration, you become a member of the Website (a "**Member**"), and for as long as you remain a Member, you agree to comply with the then applicable Terms. **All Services are licensed and not sold.** Each user must have a unique account, and you are responsible for any activity conducted on your account. Except as applicable to a business or enterprise, you must not make available to other people your account username or password or otherwise share with other people access to your account. A breach or violation of any of these Terms may result in an immediate termination of your right to use the Services and CUT3 reserves the right to ban you and any IP address or other identifier associated with you or your account.

2. Transfer of Personal Information

We process and store information in the United States and other countries. By using our Services you authorize CUT3 to transfer your personal information across national borders and to other countries where CUT3 and its partners operate.

3. Links to Third Party Sites

The Site may contain hyperlinks to web sites that are not controlled by CUT3. You acknowledge and agree that CUT3 is not responsible for and does not endorse or accept any responsibility over the content or use of these web sites, including, without limitation, the accuracy or reliability of any information, data, opinions, advice or statements made on these web sites. You further understand that such third party sites and third party services are governed by separate agreements accompanying such portions of the Services and You agree to be bound by the terms and conditions of such agreements. Your dealings with other entities promoted on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such other entity. You agree that CUT3 will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the promotion of such other entities through the Services.

4. Fees and Payments

CUT3 offers free and paid Services. You can learn more about CUT3's paid subscription offering on the Site or by contacting support@cut3.ai. You can sign up for a monthly subscription, payable in U.S. dollars, that will automatically renew on a monthly basis, or for a yearly subscription, payable in U.S. dollars, that will automatically renew on a yearly basis. You can stop using the Services and cancel your subscription at any time through the website or by emailing CUT3 at support@cut3.ai. If you cancel your subscription, or if CUT3 has terminated your right to use the Services because of a breach or violation of any of these Terms, you will not receive a refund or credit for any amounts that have already been billed or paid. CUT3 reserves the right to change its prices at any time. If you are on a subscription plan, changes to pricing will not apply until your next renewal or thirty (30) days after our notice to you, whichever is later.

5. Taxes

Unless otherwise stated, your subscription fees (“**Fees**”) do not include federal, state, local, or any foreign taxes, duties, and other similar assessments (“**Taxes**”). You are responsible for all Taxes associated with your purchase of a subscription and CUT3 may invoice you for such Taxes. You agree to timely pay such Taxes and provide CUT3 with documentation showing the payment or additional evidence that CUT3 may reasonably require. If any amount of your Fees is past due, CUT3 may suspend your access to the Services after CUT3 provides you with written notice of late payment. You may not create more than one account to benefit from the Free Tier of CUT3’s Services. If CUT3 believes you are not using the Free Tier in good faith, CUT3 may charge you standard fees or terminate your access to the Services.

6. Licensing Terms

6.1 CUT3 Moderation Policy

All use of the Services, regardless of the subscription tier, or Free Tier, must be in compliance with CUT3’s Moderation Policy at <https://cut3.ai/moderation-policy> and any failure to comply with the Moderation Policy will be deemed a breach of the licenses granted under these Terms. CUT3 reserves its rights to pursue any legal remedy for breach of the license grants.

6.2 Subscription License

Subject to your compliance with these Terms, and any applicable laws or other limitations, CUT3 grants you a non-exclusive, limited, non-transferable, non-sublicensable, non-assignable, freely revocable license to access and use the Services for business or personal use subject to the limitations and restrictions of the subscription tier associated with your account. You own all your original content in the Assets you create with the Services and CUT3 hereby assigns to you all copyright rights it may have in your original content of the Assets subject to the following restrictions:

(i) Assets may not be used to train artificial intelligence models, systems or networks or similar technology; and

(ii) all uses of the Assets by you remain subject to any limitations on use in the CUT3 Moderation Policy. Any breach of these restrictions shall result in the immediate termination of this Agreement, and all rights granted to you shall revert to CUT3. You must immediately cease all use of the Assets and, upon request, return or destroy any copies of the Assets in your possession. The obligations set forth in this restrictive covenant shall survive the termination or expiration of these Terms.

6.3 Community Assets

CUT3 may choose to make available certain Assets owned or licensed by CUT3 as part of the Services (“**Community Assets**”). Subject to your compliance with these Terms, the conditions herein, and any applicable laws or other limitations, CUT3 grants you a non-exclusive, limited, non-transferable, non-sublicensable, non-assignable, license to use Community Assets for your personal or commercial use. CUT3 may use Community Assets, including any modifications made to Community Assets to train CUT3 models or systems.

6.4 Reservation of Rights

CUT3 reserves all rights not expressly granted under these Terms.

6.5 Licenses to CUT3

By using the Services, you grant to CUT3 and its successors and assigns a perpetual, worldwide, non-exclusive, sublicensable, fully paid, royalty-free, irrevocable license to use, copy, reproduce, process, adapt, modify, publish, transmit, prepare derivative works of, publicly display, publicly perform, sublicense, or distribute, or any combination of the foregoing, text prompts and images you input into the Services or Assets produced by the Services at your direction, or both, solely as necessary for CUT3

(i) to provide, maintain, promote, and improve the Services, or

(ii) to comply with applicable law and enforce CUT3 policies. You agree that this license is provided in return for your license to use the Services and not for any compensation paid to you by CUT3 for your submission of text prompts or images or creation of Assets at your direction, as the use of the Services by you is hereby agreed as being sufficient compensation for the grant of rights herein. The licenses to CUT3 will survive termination or expiration of these Terms by any party, for any reason.

7. Member Responsibilities and Restrictions

7.1 Rules and Conduct

As a condition of use, you agree not to use the Services for any purpose that is prohibited by these Terms. By way of example, and not as a limitation, you shall not (and shall not permit any third party to) take any action (including making use of the Site, any Assets, or CUT3 models or derivatives of CUT3 models) that:

(i) would constitute a violation of any applicable law, rule, or regulation;

(ii) infringes upon any intellectual property right or any right or privacy or right of publicity or other right of any other person or entity;

(iii) is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, furthering of self-harm, or profane;

(iv) creates Assets that exploit or abuse children or that depict images of a child or children being exploited or abused;

(v) generates or disseminates verifiably false information with the purpose of harming others;

(vi) impersonates or attempts to impersonate others;

(vii) generates or disseminates personally identifying or identifiable information;

(viii) creates Assets that imply or promote support of a terrorist organization; or

(ix) creates Assets that condone or promote violence against people based on any protected legal category.

Members are solely and exclusively responsible for all Member content including any prompts that Member enters into the Site or Services and Member represents, warrants and covenants that Member owns or holds a valid license to any content, including prompts, that it uploads or inputs into the Site or Services.

7.2 Restrictions

As a further condition of use, you shall not (directly or indirectly):

(i) take any action that imposes or may impose an unreasonable or disproportionately large load on CUT3's (or its third-party providers') infrastructure;

(ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;

(iii) bypass any measures CUT3 (or its third-party providers') may use to prevent or restrict access to the Services (or parts thereof);

(iv) use any method to extract data from the Services, including web scraping, web harvesting, or web data extraction methods, other than as permitted through an allowable API authorized by CUT3;

(v) reverse assemble, reverse compile, decompile, translate, or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services that are not open (except to the extent such restrictions are contrary to applicable law);

(vi) use the Services or Assets to develop goods or services that compete with CUT3 or the Services;

(vii) use any automated or programmatic method to access the Services, generate Assets, or extract data from the Services, including scraping, web harvesting, or web data extraction; or

(viii) reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site or Services, use of the Site or Services, or access to the Site or Services, or any contact on the Site or Services, without CUT3's express written permission; or

(ix) use any Asset to train any artificial intelligence model, system or network or similar technology. You agree not to use or launch any automated system, including without limitation, "robots", "spiders", "offline readers", etc., or "load testers" such as Wget, Apache Bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Services in a manner that sends more request messages to the Service in a given period of time than a human can reasonably produce in the same period by using the Service, and you are forbidden from ripping the content without prior written consent of CUT3. Notwithstanding the foregoing, CUT3 grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. CUT3 reserves the right to revoke these exceptions either generally or in specific cases. CUT3 does not allow any efforts to reverse-engineer its system or protocols or explore outside the boundaries of the normal requests made by human users of the Services. CUT3 does not allow request-modification tools such as Fiddler or Whisker or the like or any other such tools or activities that are meant to explore or harm, penetrate, or test the site. You must secure CUT3's permission before you measure, test, health check, or otherwise monitor any network equipment, servers, or assets hosted on the Site.

7.3 Asset Uses

As between CUT3 and you, you are solely and exclusively responsible for:

(i) any content including, but limited to any images or text, or any prompts that you enter or upload to the Services; and

(ii) any personal, private, or commercial use you make or permit to be made of the Assets. You are responsible for and assume all liability for any clearances, rights, permissions or licenses needed for any content or prompts you enter or upload to the Services and for any use you make of any Asset. CUT3 has no obligation to monitor your use of the Services or Assets or to notify you of any license restrictions or other limits on use of Assets. All use of Assets is at your own risk.

7.4 Ownership

You acknowledge that, as between you and CUT3, all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services the Site and its content and any CUT3 Assets are owned by CUT3 or CUT3's licensors. Neither these Terms (nor your access to the Service) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited rights expressly set forth in these Terms. CUT3 and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms. All CUT3 logos, marks, and designations are trademarks or registered trademarks of CUT3 or its licensor(s). All other trademarks mentioned in any CUT3 website, including the Site, are the property of their respective owners. The trademarks and logos displayed on any CUT3 website, including the Site, may not be used without the prior written consent of their respective owners. Portions, features, functionality, or any combination of the foregoing of CUT3's products or services, including the Services, may be protected under CUT3 patent applications, patents or other intellectual property rights.

7.5 Copyright Infringement Claims

CUT3 respects international intellectual property rights and asks its Members to do the same. Assets may be unintentionally similar to copyright-protected material held by others. The Digital Millennium Copyright Act of 1998 (“**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your copyright, you (or your agent) may send to CUT3 a written notice by mail or e-mail requesting that CUT3 remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to CUT3 a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to CUT3’s Copyright Agent as follows: By mail to CUT3 Copyright Agent, 331 Castro Street, Suite 200, Mountain View, California 94041 or by e-mail to support@cut3.ai. We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

7.6 Feedback

You hereby grant to CUT3 a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations, or other feedback you provide relating to the Service (“**Feedback**”). Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to CUT3 any information or ideas that you consider to be confidential or proprietary.

7.7 Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Services. CUT3 may terminate your access to all or any part of the Services at any time if you fail to comply with these Terms, which may result in the forfeiture and destruction of all information associated with your account including any Assets. Further, either party may terminate the

Services for any reason and at any time upon written notice and in the case of a Member, by ceasing any access to or use of the Service. If you wish to terminate your account, you may do so by following the instructions on the Services. You understand that any termination may involve deletion of your Assets from our databases. CUT3 will not have any liability whatsoever to you for any termination of your rights under these Terms, including for deletion of your Assets. Any Fees paid hereunder are non-refundable. Upon any termination, all rights and licenses granted to you pursuant to these Terms shall terminate immediately, but all provisions hereof which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity, and limitations of liability.

7.8 Disclaimers

CUT3, for itself and its licensors, makes no express, implied or statutory representations, warranties, or guarantees in connection with this site, the services, any materials, submissions, user content, assets, free tier assets, or third-party content, relating to the quality, suitability, truth, accuracy or completeness of any information or material contained or presented on this site and/or the results obtained from the use of this site or services, including without limitation the materials, submissions, assets, free tier assets, and the third-party content. To the maximum extent permitted by applicable law, this site, the services, materials, submissions, user content, assets, free tier assets, third-party content, and any information or material contained or presented on this site is provided to you on an "as is," "as available" and "where-is" basis with no warranty or implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. CUT3 does not provide any warranties against viruses, spyware or malware that may be installed on your computer. CUT3 does not guarantee any uptime or availability of the services.

7.9 Indemnity

You agree to defend, indemnify, and hold harmless CUT3, its affiliates, and each of its and their respective officers, directors, employees, contractors, agents, suppliers, licensors and representatives from any and all liabilities,

losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to

(i) your use or misuse of, or access to, the Services or any Assets including Free Tier Assets, or

(ii)) third-party claims that your Assets (including Free Tier Assets), prompts, you data sources or the use thereof, infringes, violates, or otherwise intrudes upon the intellectual property or other proprietary rights of a third party including rights of publicity, privacy and moral rights; or

(iii) your violation of these Terms or any applicable law, contract, policy, regulation, or other obligation. CUT3 reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of CUT3. CUT3 will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. Limitations of Liability

8.1 Disclaimer of Consequential Damages

CUT3 shall not be liable to you for any damages resulting from your displaying, copying, or downloading or any use of any of the materials, content, assets (including free tier assets) or third-party content to or from the site or the services. You understand and agree that in no event shall CUT3 be liable to you or any third party for any loss of profits, revenue or data, indirect, incidental, special, or consequential damages arising out of or in connection with the service, or damages or costs due to procurement of substitute goods or services, whether or not CUT3 has been advised of the possibility of such damages, arising out of or in connection with the terms or the service, on any theory of liability, whether based on warranty, copyright, contract, tort (including negligence), product liability or any other legal theory.

8.2 Limitation of Direct Damages

Our liability to you for any damages arising from or related to this agreement (for any cause whatsoever and regardless of the form of the action), will at all times be limited in the aggregate to the greater of fifty US dollars (U.S. \$50), or the amount paid by you to CUT3 in the six (6) months immediately prior to the date of the event giving rise to such asserted claim. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

8.3 Allocation of Risk and Material Term

This section on limitations of liability and disclaimer of damages will survive termination of the agreement. These provisions allocate the risks under this agreement between the parties and are an intrinsic part of the bargain between the parties. The fees provided for in this agreement reflect this allocation of risks and the limitations of liability, and such limitations will apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

8.4 Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the State of California as applied to agreements entered into and to be performed entirely within the State of California between California residents, without giving effect to any conflict of law principles that would require the application of the substantive or procedural laws of a different jurisdiction. In the event that any dispute between the parties arises out of or is related to any of the provisions of this Agreement, and/or the performance or termination thereof, the prevailing party in any such action will recover all of its costs, including reasonable attorneys' fees. The parties agree that United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement. Any claims for emergency or preliminary injunctive relief may be brought in any court of competent jurisdiction. All other disputes, claims

or controversy arising out of or relating to this Agreement, or the interpretation, making, performance, breach or termination thereof, will be subject to the exclusive jurisdiction of the California State Courts in the City and County of San Francisco, or if there is federal jurisdiction, the United States District Court for the Northern District of California, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts and the parties hereby waive all defenses based upon forum non conveniens, improper venue, or personal jurisdiction, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in San Francisco County, California, such personal jurisdiction will be non-exclusive.

9. General Provisions

9.1 Electronic Communications

The information communicated on the Site constitutes an electronic communication. When you communicate with CUT3 through the Site or other forms of electronic media, such as e-mail, you are communicating with CUT3 electronically. You agree that CUT3, on behalf of itself and others who may be involved with delivering the Services (as applicable), may communicate electronically by e-mail and/or may make communications available to you by posting them on the Site, and that such communications, as well as notices, disclosures, agreements and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by CUT3. Notices and communications to CUT3 must be sent to the applicable address given in these Terms or to support@cut3.ai.

9.2 Force Majeure

Neither party will be liable to the other for any breach of this Agreement which arises because of any circumstances which the defaulting party cannot reasonably be expected to control (which shall include but not be limited to, any act of god, fire, casualty, flood, pandemic or epidemic, war,

labor disputes, governmental action, failure of public services, interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing but, for the avoidance of doubt, shall not include shortage or lack of available funds, provided it promptly notifies the other party of such circumstances. If performance has been interfered with, hindered, delayed or prevented for a period in excess of thirty (30) days, the party whose performance is not affected may terminate this Agreement immediately by written notice to the other party.

9.3 Entire Agreement

These Terms of Service, including the Privacy Policy and all other terms and conditions incorporated herein, or which incorporate these Terms of Service constitute the entire agreement between you and CUT3 regarding the use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law and consistent with the original intent. These Terms create no relationship of employee-employer, agency, partnership, or joint venture between the parties. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without CUT3's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. CUT3 may assign, transfer, or delegate any of its rights and obligations hereunder without your consent. The terms and conditions set forth in these Terms shall be binding upon assignees.

9.4 Notices

Except as otherwise provided herein, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if

personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or two days after it is sent, if sent for next day delivery by recognized overnight delivery service.

9.5 Consumer Complaints

In accordance with California Civil Code §1789.3, California residents 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 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

9.6 Contact Us

For questions regarding the Services, you can get in touch by emailing CUT3 at support@cut3.ai.