

TERMS AND CONDITIONS

TERMS OF USE

Last Updated on [January 15, 2025]

1. Introduction and Acceptance

These terms of use (hereinafter referred to as the “**Terms**”) set forth the legally binding terms and conditions governing your access to and use of any websites, mobile sites, mobile applications, products, or services under the umbrella of “**Ultraclips**,” a video creation and AI-based platform available at <https://ultraclips.ai> (collectively referred to as the “**Services**”), offered by Ultraclips Technologies (hereinafter referred to as “**Ultraclips**,” “**us**,” “**our**,” or “**we**”). The terms “**Customer**,” “**you**,” and “**your**” refer to any natural person or entity (and its authorized users) that subscribes to or uses the Services. Certain features of the Services may be subject to additional guidelines, terms, or rules, which are incorporated by reference into these Terms.

By accessing or using the Services, you accept these Terms (on behalf of yourself or the entity you represent) and represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity you represent). You may not access or use the Services or accept these Terms if you are not at least 13 (thirteen) years old. If you are under 18 (eighteen), you must have your parent or legal guardian’s permission to use the Services. If Ultraclips becomes aware that a user under 13 (thirteen) years of age has created an account, or that such user has shared personally identifiable information or other content, Ultraclips is entitled to terminate the account and remove any related information or content.

Furthermore, any past or present claims relating to these Terms or the use of the Services shall be resolved through an informal dispute resolution process or through final and binding arbitration, as detailed in **Clause 15** below.

If you do not agree with all of the provisions of these Terms, do not access and/or use the Services.

2. Customer Content, Output, and AI-Based Output

1. **Customer Content.** “Customer Content” means any and all information and content (including but not limited to text, images, photos, videos, audio, reviews,

comments, and documents) that you provide or make available to Ultraclips in connection with your use of the Services.

2. **Output.** “Output” refers to the content created, generated, or returned by the Services based on your Customer Content. You may access and use certain types of content that we make generally available through the Services, such as images, audio clips, and video templates. By using this content along with the features and functionalities of the Services (including our artificial intelligence components), you may build or produce additional text, data, images, audio clips, or similar works (also referred to as “Output”).
3. **AI-Based Output.** Ultraclips offers artificial intelligence services as part of the Services (hereinafter “AI”) that allow you to create and generate text, data, images, graphics, sounds, music, videos, audio clips, links, or similar materials (“AI-Based Output”). Specific guidelines regarding AI-Based Output are contained in **Clause 8** below. Unless otherwise specified or the context so requires, any reference to “Output” in these Terms includes AI-Based Output.

3. Changes to These Terms

Ultraclips reserves the right, at its sole discretion, to modify, add, or delete portions of these Terms from time to time (“Revised Terms”). It is your responsibility to check this page regularly to remain aware of any changes. Any continued use of the Services after the Revised Terms are published constitutes your acceptance of such Revised Terms.

4. Ultraclips Plans and Subscriptions

1. **Account Creation.** To use all or certain features of the Services, you must register for an account (“Account”) and provide certain information. You represent and warrant that (a) all information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your Account at any time by following the instructions on the Services. Ultraclips reserves the right to suspend or terminate your Account in accordance with **Clause 13**. The Account is non-transferable; you are not permitted to assign or transfer it to any third party.
2. **Responsibilities.** You are responsible for maintaining the confidentiality of your Account and all activities that occur under it. You must notify Ultraclips at support@ultraclips.ai of any unauthorized use or suspected security breach.

Ultraclips is not liable for any loss or damage resulting from your failure to comply with these obligations.

3. **Account Types.** We currently offer:

- A free account with limited functionality (“Free Account”).
- Various fee-bearing accounts with enhanced features (“Paid Subscriptions”).

5. Access to the Services & Output

1. License

- Subject to these Terms, Ultraclips grants you a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, sublicense, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform, and display your Output (in whole or in part) worldwide and/or to incorporate it into other works in any form, media, or technology now known or later developed.
- Ultraclips also grants you a non-transferable, non-exclusive, revocable, limited license to access and use the Services, subject to **Clause 13**.

2. Certain Restrictions

- You shall not reverse engineer, decompile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or performance of the Services or any third-party data contained therein (except to the extent prohibited by applicable law).
- You shall not access the Services to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services.
- Unless otherwise indicated, any future release, update, or addition to the Services is subject to these Terms.
- You shall not employ bots or other automated tools to exceed the usage limits of your subscription model.

3. **Breach.** Any breach of **Clause 5.2** entitles Ultraclips to terminate or suspend your Account, with forfeiture of any subscription fees paid. Ultraclips may also restrict your future access to the Services, without prejudice to any legal remedies.

4. **Modification.** Ultraclips may modify, suspend, or discontinue the Services at any time with or without notice. You agree that Ultraclips will not be liable for any modification, suspension, or discontinuation.
 5. **No Support or Maintenance.** Ultraclips is under no obligation to provide you with support or maintenance for the Services.
 6. **Ownership.** All intellectual property rights in the Services (including copyrights, patents, trademarks, and trade secrets) are owned by Ultraclips or its suppliers. These Terms do not transfer any intellectual property rights to you except for the limited licenses expressly granted herein. Ultraclips and its suppliers reserve all other rights.
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6. Customer Content and Output Generation Guidelines

1. **Customer Content and Output.** You are solely responsible for your Customer Content and any Output generated using your Customer Content or your Account. You assume all risks associated with its use, including any reliance on its accuracy, completeness, or usefulness by others. You represent and warrant that your Customer Content does not violate our Acceptable Use Policy (see **Clause 6.3**). Ultraclips is not obligated to back up your Customer Content or Output, which may be deleted at any time without prior notice. You should maintain your own backup.
2. **Right to Use Your Customer Content & Output.** You hereby grant Ultraclips an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license (with the right to sublicense) to access, use, reproduce, distribute, transmit, perform, format, display, store, archive, and index the Customer Content/Output you generate for:
 - Supporting your use of the Services and providing Services to you.
 - Developing, improving, and enhancing the Services.

This clause does not apply to enterprise customers subject to a separate agreement.

3. **Acceptable Use Policy.** You agree **not** to use the Services to:
 1. Collect, upload, transmit, display, or distribute any Customer Content/Output that:
 - Violates any third-party right, including copyright, trademark, or other proprietary right.
 - Is unlawful, harassing, abusive, tortious, defamatory, obscene, pornographic, or otherwise objectionable.

- Is harmful or attempts to harm minors.
- Violates any applicable law, regulation, or government order.
- Creates a binding obligation or otherwise impacts an individual's legal rights without authorization.

2. You agree not to:

- Upload or transmit viruses, worms, or harmful software.
- Send unsolicited or unauthorized advertising, spam, chain letters, or pyramid schemes.
- Harvest information from other Customers without their consent.
- Interfere with or disrupt servers or networks connected to the Services.
- Attempt unauthorized access to the Services or related systems.
- Harass or interfere with another Customer's enjoyment of the Services.

Any use of the Services that violates this Acceptable Use Policy may result in termination or suspension of your Account.

4. **Enforcement.** Ultraclips may, at its sole discretion, review any Customer Content/Output and investigate or take appropriate action (e.g., removing or modifying it, terminating your Account, or reporting you to law enforcement).
5. **Feedback.** If you provide any feedback or suggestions regarding the Services or Output ("Feedback"), you assign to Ultraclips all rights in such Feedback and waive any moral rights therein. Ultraclips may use your Feedback to develop, improve, and market its products and Services.

7. Third-Party Services and Products; Other Customers

1. **Third-Party Services.** The Services may include integrations or links to third-party websites or services ("Third-Party Services"). These are governed by their own terms and are not under our control. Ultraclips is not liable for your interactions with or use of any Third-Party Services or for any damages arising from such use.

2. **Other Customers.** Each Customer is solely responsible for their own Customer Content/Output. Ultraclips is not responsible for any Customer Content or Output provided by others. Your interactions with other Customers are solely between you and them; Ultraclips is not liable for any resulting losses or disputes. If a dispute arises, Ultraclips is not obligated to intervene except as required by law.
 3. **Release.** You release Ultraclips (and our affiliates, officers, employees, and agents) from any past, present, or future disputes or claims arising out of or related to the Services, including interactions with other Customers or Third-Party Services.
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8. AI-Based Output

1. **Suitability of Output.** Using Ultraclips may result in Output that is unexpected or unsuitable for you. The Output is not guaranteed to be unique, and other Customers may generate the same or similar Output.
 2. **No AI/ML Training.** You must not, and must not allow third parties to, use any content, data, or Output from the Services to create, train, test, or improve any machine learning algorithms or artificial intelligence systems.
 3. **Improving AI and Technologies.** You grant Ultraclips the right to use your AI-Based Output to improve our artificial intelligence safety efforts, develop and improve our technologies, and enhance our products and Services.
 4. **Limitation on Liability.** Ultraclips is not responsible or liable for any AI-Based Output that is incorrect, offensive, inaccurate, defamatory, or otherwise objectionable. The probabilistic nature of AI means results may vary from your expectations.
 5. **No Infringing or Harmful Use.** You may not use the Services to infringe rights, harm individuals, or for unlawful purposes. Generating harmful or defamatory content is strictly prohibited. Ultraclips may prohibit your use of the Services and take appropriate legal action if you engage in such activities.
 6. **Disclosure.** If required by applicable law, you must disclose that content posted, published, or shared is AI-generated in a way that is not reasonably misunderstood by viewers.
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9. Disclaimers

1. **No Warranty.** ULTRACLIPS AND ITS SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES OR OUTPUT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE SERVICES AND OUTPUT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.
 2. **Limitation of Liability.** IN NO EVENT SHALL ULTRACLIPS (OR ITS SUPPLIERS) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR OUTPUT.
 3. **Release from Liability.** YOU AGREE NOT TO HOLD ULTRACLIPS RESPONSIBLE FOR CONTENT OR OUTPUT ACCESSED THROUGH THE SERVICES, OR FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.
 4. **Exclusions.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CERTAIN TYPES OF DAMAGES. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
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10. Indemnification

You (the “Indemnifier”) agree to indemnify and hold harmless Ultraclips, its affiliates, partners, directors, employees, agents, and other representatives (collectively, the “Indemnified Parties”) against any and all claims, losses, liabilities, damages, expenses, and costs (including attorneys’ fees) arising out of or related to:

1. Your use or misuse of the Services and/or Output.
2. Your violation of these Terms or any applicable law or regulation.
3. Your Customer Content or Output.
4. Your use of any Third-Party Services.
5. Your violation of any third-party right, including intellectual property or privacy rights.

Ultraclips reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification. You agree not to settle any matter without Ultraclips’ prior written consent.

11. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ULTRACLIPS' LIABILITY TO YOU FOR ANY DAMAGES RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL AT ALL TIMES BE LIMITED TO FIFTY US DOLLARS (\$50). THE EXISTENCE OF MORE THAN ONE CLAIM DOES NOT ENLARGE THIS LIMIT. WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF PROFITS, BUSINESS OPPORTUNITY, GOODWILL, OR REPUTATION.

12. Payments and Cancellations

1. **Subscription Fees.** Paid Subscriptions are billed monthly or yearly in advance and are non-refundable for the subscription period purchased. You must provide a valid payment method (e.g., credit card) for recurring billing. Ultraclips is not responsible for payments made to unauthorized third parties.
 2. **Auto-Renewal and Cancellation.** Your payment method will automatically be charged at the end of each subscription period unless you cancel through your subscription page before the current period ends. Cancellations take effect the day after the last day of the current subscription period, and your Account will be downgraded to a Free Account.
 3. **Changes to Subscription Terms.** We may change the price of Paid Subscriptions and will communicate any price changes to you in advance. Changes will take effect at the start of the next subscription period. If you do not agree, you may cancel before the price change goes into effect.
 4. **Refunds.** You may cancel your Ultraclips subscription at any time; you will not be charged for the next billing cycle. If you believe you have been charged in error, please contact us at support@ultraclips.ai.
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13. Terms and Termination

These Terms apply until your Account is terminated by either you or Ultraclips, and you discontinue using the Services. However, the perpetual licenses you have granted (including those for Customer Content, Output, and Feedback) survive termination. Ultraclips may terminate or suspend your Account at any time for suspected unauthorized use of the Services or breach of these Terms. Termination does not entitle you to a refund of

any previously paid amounts. Clauses intended by their nature to survive termination shall survive.

14. Entire Agreement

These Terms constitute the entire agreement between you and Ultraclips regarding the Services. By using the Services, you assume full responsibility for any gain, loss, or other outcomes related to such use. Ultraclips does not guarantee the accuracy or completeness of any information provided by the Services or by Third-Party Services.

15. Jurisdiction

1. **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the United States, without regard to conflict of laws principles.
2. **Courts.** Subject to **Clause 15.4**, you consent to the exclusive jurisdiction of the courts in the United States for any disputes arising out of or relating to the Services. Ultraclips may, however, bring proceedings in other courts of competent jurisdiction if necessary, and you irrevocably submit to such jurisdiction.
3. **Informal Resolution.** Any dispute or claim (“Dispute”) arising out of or relating to the use of the Services must first be resolved through an informal process. The party initiating a dispute must send written notice (“Notice”) to the other, describing the Dispute in detail. The recipient has 30 days to investigate and respond. No arbitration may be commenced until 60 days from the receipt of the Notice (“Informal Resolution Period”).
4. **Arbitration**
 - If the Dispute remains unresolved at the end of the Informal Resolution Period, the Dispute shall be referred to final and binding arbitration in the United States.
 - The arbitration shall be administered by a recognized arbitration provider (e.g., the American Arbitration Association) under its applicable rules and procedures.
 - **Seat and Venue:** The seat (legal place) and venue of arbitration shall be in the United States, as agreed upon by the parties or determined by the arbitration provider.

- **Language:** English.
 - **Time:** The final award should be rendered within six (6) months of the tribunal's constitution, unless extended by agreement of the parties.
 - **Costs:** You shall bear the costs of arbitration and pay your own legal fees unless the tribunal decides otherwise.
 - **Award Final and Binding:** The award is final and binding, and may be enforced by any court of competent jurisdiction.
 - **Confidentiality:** Neither party shall disclose details of the Dispute or arbitration except to enforce the award.
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16. Severability

If any provision of these Terms is deemed unlawful, void, or unenforceable in any jurisdiction, such provision shall be severable and shall not affect the validity or enforceability of the remaining provisions.

17. No Partnership

Your use of the Services does not create any partnership, client, fiduciary, or other professional relationship between you and Ultraclips.

18. Force Majeure

Ultraclips is not liable for any failure or delay in performance of its obligations under these Terms arising out of events beyond its reasonable control, including labor disputes, natural calamities, war, terrorism, or actions of governmental authorities.

CONTACT US

If you have any questions about these Terms or the Services, please contact us at:
support@ultraclips.ai

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