

# Yubetsu Codex Terms

Last updated: September 7th, 2023

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the Services operated by Yubetsu ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

#### Restrictions

You are specifically restricted from all of the following:

- publishing any Service material in any other media;
- selling, sublicensing and/or otherwise commercializing any Service material;
- publicly performing and/or showing any Service material;
- using this Service in any way that is or may be damaging to this Service;
- using this Service in any way that impacts user access to this Service;
- using this Service contrary to applicable law and regulations, or in any way may cause harm to the Service, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Service;
- using this Service to engage in any advertising or marketing.

Certain areas of this Service are restricted from being access by you and Yubetsu may further restrict access by you to any areas of this Service, at any time, in absolute disrection. Any login credentials you may have for this Service are confidential and you must maintain confidentiality as well.

# **Content Accuracy**

Yubetsu utilizes advanced artificial intelligence technologies to generate scholarly journal articles autonomously. These articles are the result of automated processes and algorithms designed to provide informative and educational content.

We strive for accuracy in articles generated by us. However, we cannot guarantee their accuracy, completeness, or reliability. You acknowledge and agree that any reliance on such content is at your own risk.



## **Intellectual Property Rights**

Other than the content you own, under these Terms, Yubetsu and/or its licensors own all the intellectual property rights and materials contained in this Service.

You are granted limited license only for purposes of viewing the material contained on this Service.

By providing any suggestions, feedback, ideas, or other information ("User Input") to Yubetsu via email, website forms, or any other communication means, you acknowledge and agree that all User Input shall become the exclusive property of Yubetsu, including, but not limited to, all intellectual property rights therein.

You expressly waive any and all rights to such User Input, including any right to credit, compensation, or share in any profits derived from the use or incorporation of User Input into Yubetsu's products, services, or intellectual property.

Yubetsu shall have the unrestricted right to use, disclose, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display User Input (in whole or in part) worldwide and to incorporate User Input into other works in any form, media, or technology now known or later developed, for any purpose, commercial or otherwise, without any acknowledgment or compensation to you.

You further represent and warrant that you have all necessary rights and permissions to provide such User Input and that it does not infringe upon the rights of any third party.

#### **Your Content**

In these Terms of Service, "Your Content" shall mean any audio, video, text, images or other material you upload on this Service.

By uploading Your Content, you grant us a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party's rights. Yubetsu reserves the right to remove any of Your Content from this Service at any time without notice.

#### **Your Content**

All articles generated by Yubetsu are protected by copyright laws and owned by Yubetsu. Yubetsu grants users a limited, non-exclusive, revocable license to access, cite, quote, derive information, and publish such information from the Service's articles for non-commercial, educational, and



research purposes, provided that proper attribution is given to the Service as the source of the content.

This license does not grant the right to reproduce, distribute, modify, publicly display, or create derivative works from the Service's content for commercial purposes.

Any use of the Service's content for industrial or commercial purposes, including but not limited to publication, must be discussed with and approved by Yubetsu in advance in writing.

#### No Warranties

This Service is provided "as is," with all faults and Yubetsu express no representations or warranties, of any kind related to this Service or the materials contained on this Service. Also, nothing contained on this Service shall be interpreted as advising you.

## Limitation of Liability

In no event shall Yubetsu, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Service whether such liability is under contract. Yubetsu, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Service.

# Indemnification

YOU HEREBY INDEMNIFY TO THE FULLEST EXTENT YUBETSU FROM ANY AND AGAINST ANY AND/OR ALL LIABILITIES, COSTS, DEMANDS, CAUSES OF ACTION, DAMAGES AND EXPENSES ARISING IN ANY WAY RELATED TO YOUR BREACH OF ANY OF THE PROVISIONS OF THESE TERMS.

# Severability

If an provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

#### Variation of Terms

Yubetsu is permitted to revise these Terms at any time as it sees fit, and by using this Service you are expected to review these Terms on a regular basis.

Yubetsu will make reasonable efforts to notify you of any material changes to these Terms & Conditions. Such notification may be provided through the Service, via email, or by other means. It is your responsibility to regularly review these Terms & Conditions for updates.



If you do not agree with any future changes to these Terms & Conditions, you may terminate your use of the Service. Your continued use of the Service after any modifications to the Terms & Conditions indicates your acceptance of those modifications.

These Terms & Conditions were last updated on the date specified at the beginning of this document. Any changes made after that date apply to your use of the Service from that date forward.

Yubetsu shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Service.

## **Assignment**

Yubetsu is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Entire Agreement**

These Terms & Conditions constitute the entire agreement between you and Yubetsu regarding your use of the Service and supersede all prior and contemporaneous agreements, understandings, and representations, whether oral or written.

Any failure by Yubetsu to enforce any provision of these Terms & Conditions shall not constitute a waiver of that provision or any other provision.

# Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the Czech Republic, and you submit to the non-exclusive jurisdiction of the courts located in Czech Republic for the resolution of any disputes.

## **Contact Information**

If you have any questions, concerns, or feedback regarding these Terms & Conditions, please feel free to contact us: legal@yubetsu.com

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Any failure by Yubetsu to enforce any provision of these Terms & Conditions shall not constitute a waiver of that provision or any other provision.