

Terms & Conditions

Last updated: March 23rd, 2024

Introduction

Welcome to Yubetsu, a platform developed by Yubetsu s.r.o., offering innovative AI solutions to users. These Terms and Conditions govern your use of our platform, including but not limited to the creation of accounts, uploading personal information, and accessing our services. By accessing or using our platform, you agree to abide by these Terms and Conditions.

These Terms and Conditions, along with our [Privacy Policy](#), [Cookies Policy](#), and [any applicable product-specific terms](#), constitute a legally binding agreement between you and Yubetsu s.r.o. Please read these documents carefully before using our platform. If you do not agree with any part of these Terms and Conditions, you may not access or use our services.

We reserve the right to modify, update, or revise these Terms and Conditions at any time without prior notice. Your continued use of our platform after any changes signifies your acceptance of the revised Terms and Conditions. If you do not agree to the changes, you must stop using our services immediately.

If you have any questions or concerns regarding these Terms and Conditions, please contact us at legal@yubetsu.com.

Acceptance of Terms

By accessing or using the Yubetsu platform, you agree to be bound by these Terms and Conditions, as well as our Privacy Policy, Cookies Policy, and any applicable product-specific terms. If you do not agree with any part of these documents, you should refrain from using our services.

You acknowledge that these Terms and Conditions constitute a legally binding agreement between you and Yubetsu s.r.o. If you are using the Yubetsu platform on behalf of an organization or entity, you represent and warrant that you have the authority to bind that organization or entity to these Terms and Conditions.

Your continued use of the Yubetsu platform following any changes or modifications to these Terms and Conditions constitutes your acceptance of such changes. It is your responsibility to review these documents periodically for updates.



If you do not agree to abide by these Terms and Conditions or any future modifications, you must discontinue using the Yubetsu platform immediately. Failure to comply with these Terms and Conditions may result in the termination of your account and access to our services.

Account Registration

To access certain features and services offered by Yubetsu, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to keep your account information updated.

You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree not to share your account credentials with any third party or allow anyone else to access your account.

You must notify Yubetsu immediately if you become aware of any unauthorized use of your account or any other breach of security. Yubetsu reserves the right to suspend or terminate your account if we believe that your account has been compromised or used in violation of these Terms and Conditions.

By creating an account on Yubetsu, you represent and warrant that you are at least 18 years of age or have reached the age of majority in your jurisdiction. If you are creating an account on behalf of a minor, you represent and warrant that you are the parent or legal guardian of that minor and have the authority to consent to these Terms and Conditions on their behalf.

Yubetsu reserves the right to refuse registration or suspend/terminate accounts at our discretion, without prior notice, if we believe that you have violated these Terms and Conditions or engaged in any fraudulent, abusive, or illegal activities on our platform.

User Obligations

You agree to use the Yubetsu platform in compliance with all applicable laws, regulations, and these Terms and Conditions. You shall not engage in any activity that interferes with or disrupts the functioning of the platform or the networks connected to it.

You acknowledge that you are solely responsible for any content that you upload, transmit, or make available on Yubetsu. You agree not to upload, post, or transmit any content that is unlawful, defamatory, obscene, offensive, or infringes upon the rights of any third party, including intellectual property rights.

You agree not to use Yubetsu for any unauthorized or unlawful purposes, including but not limited to:

- Uploading or transmitting viruses, malware, or other harmful code.
- Collecting or harvesting personal information from other users without their consent.
- Impersonating any person or entity, or falsely stating or misrepresenting your affiliation with a person or entity.
- Engaging in any form of spamming, phishing, or other fraudulent activities.
- Accessing or attempting to access the accounts of other users without authorization.
- You agree to comply with any guidelines or policies provided by Yubetsu regarding acceptable use of the platform, including community standards and content moderation policies.
- You acknowledge that Yubetsu may monitor user activity on the platform and remove or disable any content that violates these Terms and Conditions or is otherwise objectionable, in our sole discretion.

Yubetsu reserves the right to suspend or terminate your account and access to our services if we believe that you have violated these Terms and Conditions or engaged in any prohibited activities on our platform.

Intellectual Property Rights

Yubetsu and its licensors retain all rights, title, and interest in and to the platform, including all intellectual property rights such as trademarks, copyrights, patents, and trade secrets. You acknowledge that you do not acquire any ownership rights by using the Yubetsu platform.

You agree not to reproduce, modify, adapt, distribute, sell, sublicense, or otherwise exploit any part of the Yubetsu platform without prior written permission from us or the respective rights holders.

You retain ownership of any content that you upload, transmit, or make available on Yubetsu. However, by uploading, transmitting, or making such content available, you grant Yubetsu a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content for the purpose of providing and improving our services.

You represent and warrant that you have all necessary rights, licenses, and permissions to upload, transmit, or make available any content on Yubetsu, and that such content does not infringe upon the rights of any third party, including intellectual property rights, privacy rights, or publicity rights.

If you believe that your intellectual property rights have been infringed upon by any content on Yubetsu, please contact us at legal@yubetsu.com with a detailed description of the alleged infringement, including the specific content and the basis for your claim.



Yubetsu respects the intellectual property rights of others and will promptly investigate any claims of infringement. We reserve the right to remove or disable access to any content that we believe infringes upon the rights of others, in our sole discretion.

User Content

Yubetsu allows users to upload, transmit, or make available various types of content on the platform, including but not limited to text, images, videos, and other multimedia materials.

You retain ownership of any content that you upload, transmit, or make available on Yubetsu. However, by uploading, transmitting, or making such content available, you grant Yubetsu a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content for the purpose of providing and improving our services.

You are solely responsible for any content that you upload, transmit, or make available on Yubetsu. You represent and warrant that you have all necessary rights, licenses, and permissions to use and share such content, and that it does not infringe upon the rights of any third party, including intellectual property rights, privacy rights, or publicity rights.

Yubetsu does not endorse, support, or guarantee the accuracy, integrity, or quality of any user-generated content on the platform. You acknowledge that you may be exposed to content that is inaccurate, offensive, or objectionable, and agree to use the platform at your own risk.

Yubetsu reserves the right to remove or disable access to any content that we believe violates these Terms and Conditions or is otherwise objectionable, in our sole discretion. We may also suspend or terminate the accounts of users who repeatedly infringe upon the rights of others or violate our community standards.

If you encounter any content on Yubetsu that you believe violates these Terms and Conditions or is otherwise objectionable, please report it to us at legal@yubetsu.com with a detailed description of the content and the basis for your concern. We will investigate the matter promptly and take appropriate action, as necessary.

User Feedback

Yubetsu may provide mechanisms for users to submit feedback, suggestions, or ideas regarding the platform, its features, or services ("User Feedback").

By submitting User Feedback to Yubetsu, you acknowledge and agree that:

- Yubetsu shall have the unrestricted right to use, reproduce, modify, adapt, publish, translate, distribute, and display the User Feedback for any purpose, without compensation to you or any obligation of confidentiality.
- Yubetsu may incorporate or implement User Feedback into its platform, products, or services without attribution or acknowledgment to you.
- You waive any right to claim ownership or receive any compensation for the User Feedback submitted to Yubetsu.

You represent and warrant that any User Feedback you submit to Yubetsu is your own original work, does not infringe upon the rights of any third party, and does not contain confidential or proprietary information belonging to others.

Yubetsu reserves the right to review, reject, or remove any User Feedback that we believe violates these Terms and Conditions or is otherwise objectionable, in our sole discretion.

If you believe that any User Feedback infringes upon your intellectual property rights or is otherwise unlawful, please contact us at legal@yubetsu.com with a detailed description of the alleged infringement. We will investigate the matter promptly and take appropriate action, as necessary.

Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, including the breach, termination, or validity thereof, shall be resolved through arbitration administered by a mutually agreed-upon arbitration provider.

The arbitration shall be conducted in accordance with the rules and procedures of the chosen arbitration provider, as well as the laws of the Czech Republic, without regard to its conflict of law provisions.

The arbitration shall take place in Prague, Czech Republic, unless otherwise agreed upon by the parties.

The language of the arbitration shall be Czech, unless otherwise agreed upon by the parties.

The arbitrator's decision shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

Each party shall bear its own costs and expenses incurred in connection with the arbitration, including but not limited to legal fees and arbitrator's fees, unless otherwise awarded by the arbitrator.



Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent the unauthorized use or disclosure of its intellectual property rights or to enforce compliance with these Terms and Conditions.

By agreeing to these Terms and Conditions, you waive any right to participate in a class action lawsuit or class-wide arbitration against Yubetsu. You also waive any right to a trial by jury.

Any claim or cause of action arising out of or related to these Terms and Conditions or the use of the Yubetsu platform must be filed within one year after such claim or cause of action arose, or it shall be forever barred.

If any provision of this Dispute Resolution section is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Privacy Policy

Your privacy is important to us. Our Privacy Policy governs how we collect, use, and disclose your personal information when you use the Yubetsu platform.

Please review our Privacy Policy carefully by visiting the following URL:
<https://legal.yubetsu.com/global/privacy>.

By using the Yubetsu platform, you acknowledge that you have read and agree to the terms of our Privacy Policy. If you do not agree with any part of the Privacy Policy, you should refrain from using our services.

Cookies Policy

We use cookies and similar tracking technologies to enhance your experience on the Yubetsu platform. Our Cookies Policy outlines how we use cookies, what information we collect, and how you can manage your cookie preferences.

Please review our Cookies Policy carefully by visiting the following URL:
<https://legal.yubetsu.com/global/cookies>.

By using the Yubetsu platform, you acknowledge that you have read and agree to the terms of our Cookies Policy. If you do not agree with any part of the Cookies Policy, you should refrain from using our services.

Data Security

At Yubetsu, safeguarding the security of your data is a top priority. We have implemented comprehensive measures to ensure the protection and integrity of the information you entrust to us.

Our Data Security Policy encompasses a range of practices and technologies designed to prevent unauthorized access, disclosure, alteration, or destruction of your data. These measures include, but are not limited to:

- **Encryption:** We utilize encryption protocols to secure data transmission over the internet and to encrypt sensitive information stored on our servers.
- **Access Controls:** We enforce strict access controls to limit access to your data to authorized personnel only. Access permissions are regularly reviewed and updated as necessary.
- **Data Minimization:** We collect and retain only the data necessary to provide our services, and we implement data minimization strategies to reduce the risk of unauthorized access or misuse.
- **Regular Audits and Assessments:** We conduct regular audits and assessments of our systems and processes to identify and address any potential security vulnerabilities or weaknesses.
- **Employee Training:** We provide comprehensive training to our employees on data security best practices and protocols, emphasizing the importance of protecting user data.

User Conduct

Users of the Yubetsu platform are expected to conduct themselves in a manner that is lawful, respectful, and in accordance with these Terms and Conditions.

When using Yubetsu, you agree to:

- Respect the rights and privacy of other users.
- Refrain from engaging in any behavior that may be deemed harassing, threatening, abusive, or discriminatory towards others.
- Comply with all applicable laws, regulations, and third-party rights.
- Refrain from uploading, transmitting, or making available any content that is unlawful, defamatory, obscene, offensive, or infringes upon the rights of any third party.
- Not use the Yubetsu platform for any unauthorized or unlawful purposes, including but not limited to hacking, phishing, spamming, or engaging in fraudulent activities.
- Not attempt to gain unauthorized access to any part of the Yubetsu platform or its systems.
- Not use any automated means, such as bots or scripts, to access or interact with the Yubetsu platform without prior authorization.



- Not engage in harassing, threatening, or abusive behavior towards Yubetsu employees in communication with us.

Yubetsu reserves the right to monitor user activity on the platform and to remove or disable any content or accounts that violate these Terms and Conditions or are otherwise objectionable, in our sole discretion.

If you encounter any user conduct that you believe violates these Terms and Conditions or is otherwise inappropriate, please report it to us at legal@yubetsu.com with a detailed description of the behavior and the basis for your concern.

By using the Yubetsu platform, you acknowledge that you have read, understood, and agreed to abide by the provisions outlined in this section on User Conduct. Failure to comply with these provisions may result in the suspension or termination of your account and access to our services.

Prohibited Activities

In addition to the user conduct outlined in "User Conduct" Section, the following activities are strictly prohibited on the Yubetsu platform:

- Engaging in any unlawful, fraudulent, or deceptive activities.
- Uploading, transmitting, or making available any content that infringes upon the intellectual property rights, privacy rights, or publicity rights of others.
- Impersonating any person or entity, or falsely stating or misrepresenting your affiliation with any person or entity.
- Collecting or harvesting personal information from other users without their consent.
- Uploading, transmitting, or making available any content that contains viruses, malware, or other harmful code.
- Circumventing or attempting to circumvent any security or access controls implemented by Yubetsu.
- Engaging in any conduct that disrupts or interferes with the functioning of the Yubetsu platform or the experience of other users.
- Using the Yubetsu platform for any commercial purposes without prior authorization.

Yubetsu reserves the right to investigate and take appropriate action against any user who violates these prohibited activities, including but not limited to suspending or terminating their account and pursuing legal remedies.

If you become aware of any prohibited activities on the Yubetsu platform, please report them to us at legal@yubetsu.com with a detailed description of the activity and any supporting evidence.



By using the Yubetsu platform, you acknowledge that you have read, understood, and agreed to abide by the provisions outlined in this section on Prohibited Activities. Failure to comply with these provisions may result in the suspension or termination of your account and access to our services.

Termination

Yubetsu reserves the right to suspend or terminate your access to the platform, with or without cause, at any time and without prior notice.

Reasons for suspension or termination may include, but are not limited to:

- Violation of these Terms and Conditions or any other policies or guidelines provided by Yubetsu.
- Engagement in prohibited activities as outlined in "Prohibited Activities" Section.
- Conduct that is disruptive, abusive, harassing, or otherwise violates the rights of other users or Yubetsu employees.
- Non-payment of any fees or charges owed to Yubetsu, if applicable.
- Requests by law enforcement or other government agencies.
- Unexpected technical issues or security concerns.

In the event of suspension or termination, Yubetsu may take any actions deemed necessary to enforce these Terms and Conditions, including but not limited to removing or disabling access to your account and any associated content.

Upon termination of your account, you will no longer have access to the Yubetsu platform or any content or data associated with your account. Yubetsu shall not be liable to you or any third party for any damages or losses resulting from the termination of your account.

Sections "Intellectual Property Rights", "User Content", "User Feedback", "Dispute Resolution", "Privacy Policy", "Cookies Policy", "Data Security", "User Conduct", "Prohibited Activities", "Disclaimers", "Limitation of Liability", "Indemnification", "Governing Law and Jurisdiction", and "Entire Agreement" shall survive any termination of these Terms and Conditions.

By using the Yubetsu platform, you acknowledge that you have read, understood, and agreed to abide by the provisions outlined in this section on Termination.

Disclaimers

Yubetsu provides its platform on an "as is" and "as available" basis, without any warranties or representations of any kind, whether express or implied.

Yubetsu does not warrant that:

- The platform will meet your specific requirements.
- The platform will be uninterrupted, timely, secure, or error-free.
- Conduct that is disruptive, abusive, harassing, or otherwise violates the rights of other users or Yubetsu employees.
- The results that may be obtained from the use of the platform will be accurate or reliable.
- The quality of any products, services, information, or other material purchased or obtained by you through the platform will meet your expectations.
- Any errors or defects in the platform will be corrected.

Yubetsu disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

Any content downloaded or otherwise obtained through the use of the platform is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content.

No advice or information, whether oral or written, obtained by you from Yubetsu or through or from the platform shall create any warranty not expressly stated in these Terms and Conditions.

Yubetsu reserves the right to make changes or updates to the platform or its features at any time without notice.

Limitation of Liability

In no event shall Yubetsu, its affiliates, partners, directors, officers, employees, agents, suppliers, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, arising out of or in connection with your use of the Yubetsu platform or any content accessed through the platform.

Yubetsu shall not be liable for any damages, liability, or losses arising out of:

- Any errors or inaccuracies in the content or information provided on the platform.
- Any unauthorized access to or use of our servers and any personal or financial information stored therein.
- Any interruption or cessation of transmission to or from the platform.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the platform by any third party.
- Any content uploaded, transmitted, or made available by any user or third party.
- Any conduct or content of any third party on the platform.

- Any loss or damage incurred as a result of reliance on any content posted, emailed, or otherwise transmitted via the platform.

Yubetsu's total liability to you for any claim arising out of or relating to these Terms and Conditions or your use of the platform shall not exceed the amount paid by you, if any, to Yubetsu for the use of the platform during the twelve (12) months prior to the event giving rise to the claim.

The limitations of liability set forth in this section shall apply whether or not Yubetsu has been advised of or should have been aware of the possibility of any such losses arising.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS YUBETSU, ITS AFFILIATES, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH:

- YOUR USE OF THE YUBETSU PLATFORM.
- YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR ANY OTHER POLICIES OR GUIDELINES PROVIDED BY YUBETSU.
- YOUR VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY.
- ANY CONTENT YOU UPLOAD, TRANSMIT, OR MAKE AVAILABLE ON THE PLATFORM.
- ANY ACTIVITY RELATED TO YOUR ACCOUNT BY YOU OR ANY OTHER PERSON ACCESSING THE PLATFORM USING YOUR ACCOUNT.

YUBETSU RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH YUBETSU IN ASSERTING ANY AVAILABLE DEFENSES.

YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT THE PRIOR WRITTEN CONSENT OF YUBETSU. YUBETSU WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING UPON BECOMING AWARE OF IT.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Czech Republic, without regard to its conflict of law provisions.

Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, including the breach, termination, or validity thereof, shall be resolved through arbitration administered by a mutually agreed-upon arbitration provider in accordance with the rules and procedures of the chosen arbitration provider.



The arbitration shall take place in Prague, Czech Republic, unless otherwise agreed upon by the parties. The language of the arbitration shall be Czech, unless otherwise agreed upon by the parties.

The arbitrator's decision shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

Each party shall bear its own costs and expenses incurred in connection with the arbitration, including but not limited to legal fees and arbitrator's fees, unless otherwise awarded by the arbitrator.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent the unauthorized use or disclosure of its intellectual property rights or to enforce compliance with these Terms and Conditions.

Ammendments to Terms

Yubetsu reserves the right to amend or modify these Terms and Conditions at any time, in its sole discretion, without prior notice.

Any amendments or modifications to these Terms and Conditions will be effective immediately upon posting on the Yubetsu platform. Your continued use of the platform after such amendments or modifications constitutes your acceptance of the revised Terms and Conditions.

It is your responsibility to review these Terms and Conditions periodically to stay informed of any changes. If you do not agree with any amendments or modifications to these Terms and Conditions, you must discontinue using the Yubetsu platform.

If any provision of these Terms and Conditions is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

No waiver by Yubetsu of any breach or default under these Terms and Conditions shall be deemed to be a waiver of any preceding or subsequent breach or default.

Entire Agreement

These Terms and Conditions, together with any additional policies or guidelines provided by Yubetsu, constitute the entire agreement between you and Yubetsu regarding your use of the Yubetsu platform.



Any prior agreements, representations, warranties, or understandings between you and Yubetsu regarding the Yubetsu platform are superseded by these Terms and Conditions.

No oral or written representations, statements, or inducements not contained in these Terms and Conditions shall have any force or effect.

Any headings or titles used in these Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions herein.

These Terms and Conditions may not be assigned or transferred by you without the prior written consent of Yubetsu. Yubetsu may freely assign or transfer these Terms and Conditions without restriction.

Contact Information

If you have any questions, concerns, or feedback regarding these Terms and Conditions or the Yubetsu platform, please contact us at the following email address: legal@yubetsu.com

You may also reach us by mail at the following address:

Yubetsu s.r.o.
Revoluční 1082/8
Praha 1 - Nové Město, 110 00
Česká republika

We endeavor to respond to all inquiries promptly and efficiently, and we appreciate your feedback as we strive to improve our services.