

Terms of Service

Last updated: January 24, 2025

General Terms – All Users'

1. Your Relationship With Us

Welcome to AI assistant (the "**Platform**"). AI assistant is a website we may make available from time to time to allow users to generate images from prompts using artificial intelligence. These Terms of Service (these "**Terms**") as may be amended from time to time govern the relationship and serve as an agreement between you and **Right Point(HK) Limited.**, having its registered address at FLAT/RM 517 5/F NEW CITY CENTRE 2 LEI YUE MUN ROAD KWUN TONG KL (the "**Company**", "**we**", or "**us**") and set forth the terms and conditions by which you may access and use the Platform and our related services, applications, websites, products and/or content (collectively, the "**Services**"). Our Services are generally provided for private, non-commercial use. For purposes of these Terms, "**you**" and "**your**" mean you as the user of the Services.

The version of the Platform may differ for factors such as the jurisdiction from which you access the Platform and the device you use. The Services, in full or in part, may not be available in all jurisdictions, for all devices or in all languages.

These Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

2. Accepting these Terms

By accessing or using our Services, you confirm that you can form a binding contract with the Company, that you accept these Terms (including any supplemental terms appended hereto) and that you agree to comply with them. Your access to and use of our Services are subject to these Terms.

Our Privacy Policy provides information about our processing of personal data, and it can be found in Privacy Policy. You may also be subject to additional terms and policies for your access or use of certain features of the Platform, certain Services and/or your access or use of certain content for commercial purposes (if permitted). Such additional terms and policies shall be made available to you as and when relevant and shall form part of these Terms.

The Services are only intended for individuals 13 years old and older. In addition, if you are under 18 years old or the applicable age of majority in the jurisdiction you reside in, you may only access or use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you.

If you are accessing or using the Services on behalf of a business or entity, then (a) "you" and "your" includes you and that business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the business or entity to these Terms, and that you agree to these Terms on behalf of the business or entity, and (c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others, regardless of whether or not they are affiliated with your business or entity, including any employees, agents or contractors.

You can accept these Terms by accessing or using our Services. You understand and agree that we will treat your access or use of the Services as acceptance of these Terms from that point onwards.

You should print off or save a local copy of these Terms for your records.

3. Supplemental Terms

If you access or use the Services from within a jurisdiction for which there are separate supplemental terms, you also hereby agree to the supplemental terms applicable to users in each jurisdiction as outlined in the relevant Supplemental Terms–Jurisdiction Specific section below. In the event of a conflict between the provisions of the Supplemental Terms – Jurisdiction Specific that are relevant to your jurisdiction from which you access or use the Services, and the rest of these Terms, the relevant jurisdiction's Supplemental Terms – Jurisdiction Specific will supersede and control with respect to your use of the Services from that jurisdiction.

4. Changes to these Terms

We may amend or update these Terms from time to time, to reflect changes to applicable laws, regulations, standards, industry codes or other instruments of a similar nature, or to reflect changes, updates or new features of or to the Platform and/or Service. We will use commercially reasonable efforts to notify you of any material changes to these Terms by a notice through the Platform or by other means. You should review these Terms each time you visit the Platform to stay informed of our practices. The "Last Updated" date at the top of these Terms, reflects the effective date of such amended Terms. Your continued access to or use of the Platform and/or Services after the date of an update to the Terms constitutes your acceptance of the new Terms. If you do not agree to the updated Terms, you must stop accessing or using the Platform and the Services.

As used in these Terms, "applicable laws" shall refer to all applicable laws,

regulations, rules, statutes, codes, ordinances, orders, writs, decrees or other requirements enacted by a government or other competent authority, as amended from time to time.

5. Your Account with Us

To access or use some of our Services, you must have a CapCut account. If you are an existing AI assistant user, you can use your existing AI assistant account credentials. If you are not an existing AI assistant user, you must create a new AI assistant account as explained by the Platform when signing-in. While you may use your AI assistant account credentials to access the Platform, it is these Terms which apply to your use of the Platform (rather than the AI assistant terms). When you create this account, you must provide us with true, complete, accurate and up-to-date information. It is important that you maintain and promptly update your account details and any other information you provide to us, to keep such information current, accurate and complete.

Furthermore, you acknowledge and agree that:

(a) you are solely responsible for maintaining the security and confidentiality of your account login details.

(b) you are solely responsible (to us and to others) for all activities on the Platform that occur under or through the use of your account.

(c) Company and its affiliates may, but shall have no obligations to, monitor activities on the Platform that occur under or through the use of your account, but shall not be responsible for any losses incurred by you as a result of or arising from any unauthorized access to your account by a third party.

We reserve the right to temporarily or permanently suspend or terminate your account or impose limits on or restrict your access to parts or all of the Services with or without notice at any time for any or no reason including without limitation:

- if we have reasonable grounds to believe you have violated, or suspect that you have violated, these Terms, including any agreements, policies or guidelines incorporated herein by reference, or any applicable laws;
- if activities occur under your account which, in our sole discretion, would or might cause damage to us or other users, impair our ability to provide the Platform or Services, or infringe on or violate any third-party rights (including intellectual property rights);
- in response to requests by law enforcement or other government agencies under valid legal process.

- due to unexpected technical or security issues or problems; or
- if your account remains inactive for a certain period of time.

Subject to any statutory rights you might have under applicable laws, if your account is temporarily or permanently suspended or terminated, access to your account, and any related information or content associated with your account may be suspended or terminated. As we do not guarantee the permanent availability of your content, you should regularly make backups of any content you value.

6. Your Access to and Use of Our Services

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You agree to use the Services only for purposes expressly permitted under these Terms.

You may not:

- access or use the Services if you are not fully able and legally competent to agree to these Terms or if your parent or legal guardian does not consent to your use of the Services, or if you are not authorized to use the Services by the business or entity that you represent;
- take or attempt to take any of the following actions: copy, decipher, modify, adapt, translate, reverse engineer, disassemble, decompile, or create any derivative works based on, the Services, including any files, tables or documentation (or any portion thereof) (except as expressly permitted under these Terms) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;
- modify or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notices or marks displayed on or through the Services;
- distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof or use the Services or any derivative works thereof in a manner which is not authorized by us;
- market, rent or lease the Services for a fee or charge or for free, or use the Services to advertise or perform any commercial solicitation;
- interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or circumvent or bypass any measures we may use to prevent or restrict access to the Services;
- incorporate the Services into any other program or product, or incorporate

any content of the Services into any other program or product except as expressly permitted under these Terms;

- use automated scripts or other technologies to collect information from or otherwise interact with the Services;
- use the Services to upload, transmit, distribute, store or otherwise make available in any way computer code (including malware or software), files or content that contain viruses, Trojans, worms, spyware, adware, key loggers, logic bombs or any other material that is malicious, technologically harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data ("**Harmful Code**");
- use the Services in a manner that violates or infringes on any third party's rights of publicity, privacy, copyright, trademark, or other intellectual property rights or other rights;
- use the Services to troll, bully, harass, intimidate, cause distress to, threaten, hurt, embarrass, upset, defame, provoke or antagonise any other person;
- use the Services or material or content generated by the Services: in any way which violates any national, federal, state, local or international law or regulation; for the purpose of exploiting, harming or attempting to exploit or harm minors in any way; to generate or disseminate verifiably false information and/or content with the purpose of harming others; to generate or disseminate personal identifiable information that can be used to harm an individual; to defame, disparage or otherwise harass others; for fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation; for any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics: to exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm; for any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories; to provide medical advice and medical results interpretation; to generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling,

drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use);

- use the Services to communicate or make available any material or content which (i) is defamatory of any person, obscene, offensive, pornographic, hateful or inflammatory; (ii) would constitute, encourage or provide instructions for a criminal offence, dangerous activities or selfharm; (iii) 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; (iv) contains a threat of any kind, including threats of physical violence; or (v) is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality; or
- engage in any other conduct which restricts or inhibits any person from using or enjoying the Services, or which, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding content which is objectionable in violation of these Terms or is otherwise harmful to the Services or our users. If you violate these Terms or applicable laws, we may suspend or terminate your access to the Services at any time with or without notice. You acknowledge that your violation of these Terms or applicable laws may result in civil, criminal or other liabilities. We reserve the right to report your violation(s) to law enforcement authorities and take other remedies available to us, to the extent permitted by law.

7. Intellectual Property Rights

We respect intellectual property rights and require you to do the same. As a condition of your access to and use of the Services, you agree not to use the Services to infringe on any intellectual property rights, or access or use the Services or any content therein for any commercial or unauthorized purposes. We reserve the right, with or without notice, at any time and in our sole discretion to block access to the Services or suspend or terminate the account of any user who infringes or is alleged to infringe any intellectual property rights or proprietary rights. You may not use any of our (or our affiliates) logos, brand names, or other trademarks, without our prior consent.

8. Content

The Platform and Services may allow users to submit prompts (Input) and receive an image (Output) in response.

Outputs generated using the Platform or Services rely on computational models which may exhibit unpredictable behavior. Similar Outputs may (particularly if Inputs are similar, but not always) be provided to different users. As such, we do not promise that Outputs will be what you expect, or unique, nor that they will be faithful to your Inputs or accurately depict what you are looking for.

As between you and us (to the extent we may otherwise own rights in Inputs or Outputs) if you comply with these Terms, you own the Inputs you upload, and the Outputs generated in response (together “**Assets**”).

You grant us (and our affiliates, successors, and assigns) and other users of the Platform a perpetual, irrevocable, worldwide, non-exclusive, transferrable, no-charge, royalty-free, and sublicensable, right and licence to use your Assets for any purpose. This licence survives termination or expiry of our agreement with you for any reason.

In this clause to “use” means: to reproduce, modify, adapt, prepare derivative works of, communicate to the public, to publicly perform or display, distribute, and otherwise use or exploit.

To the extent permitted by law, you hereby waive any moral rights (including to be identified as author or to object to derogatory treatment of work) or other similar or equivalent rights, in respect to your Assets. To the extent such waiver is not effective you agree (and, to the extent permitted by law) you agree not to enforce any such rights against us (and our affiliates, successors, or assigns).

Complaints.

You acknowledge and agree that in certain circumstances, we have the right to disclose your identity to any third party who is claiming that any Asset posted, uploaded, generated, shared or otherwise supplied by you to or through our Services constitutes a violation of their intellectual property rights, or of their right to privacy. Any use or disclosure of your personal data will be in accordance with our Privacy Policy.

If you have concerns or complaints regarding any information or materials available through the Platform or Services, please let us know by writing to aiassistant@acadsoc.com

Feedback.

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending us or our employees or personnel any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings, promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that the status of such Feedback is clearly understood by you and us. Accordingly, by sending Feedback to us, you agree that:

- we have no obligation to review, consider, comment on, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- you irrevocably grant to us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable (including sub-licensable), perpetual, worldwide and unlimited license to adapt, reproduce, distribute, create derivative works of, modify, publicly perform (including on a through to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

9. INDEMNITY

YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBLICENSEES, AGENTS AND ADVISORS AND THEIR ASSIGNS AND SUCCESSORS (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL DIRECT AND INDIRECT LOSSES, CLAIMS, LIABILITIES, DAMAGES, COSTS,

AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, WHICH MAY BE SUFFERED OR INCURRED BY AN INDEMNIFIED PARTY OR ASSERTED AGAINST AN INDEMNIFIED PARTY ARISING OUT OF A REACH BY YOU OR ANY USER OF YOUR ACCOUNT OF THESE TERMS OR APPLICABLE LAWS OR ARISING OUT OF A BREACH OF YOUR OBLIGATIONS, REPRESENTATION OR WARRANTIES UNDER THESE TERMS.

THIS MEANS THAT, IF YOU DO NOT COMPLY WITH THE LAW OR THE REQUIREMENTS SET OUT IN THIS CONTRACT, YOU MUST COMPENSATE US (PAY US) TO COVER THE FINANCIAL AND OTHER COSTS, EXPENSES AND LOSSES WE SUFFER DUE TO YOUR ACTIONS.

10. EXCLUSION OF WARRANTIES

NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

THE SERVICES (INCLUDING COMPANY'S CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WE MAKE OR OFFER NO CONDITION, WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, TO YOU WITH RESPECT TO THEM. IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS **OR ACHIEVE ANY INTENDED RESULTS;**
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR **OR WILL NOT CONTAIN HARMFUL CODE;**
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE **COMPLETE, ACCURATE, UP TO DATE,** OR RELIABLE; OR
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

NO CONDITIONS, REPRESENTATIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED CONDITIONS, REPRESENTATIONS, TERMS OR WARRANTIES AND TERMS AS TO SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMANCE WITH DESCRIPTION, NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS) APPLY TO THE SERVICES (INCLUDING COMPANY'S CONTENT) EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THESE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF THE PLATFORM AND/OR SERVICES FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE. WE ARE NOT OBLIGATED TO PROVIDE

ANY TRANSITION SERVICES OR TECHNICAL OR OTHER SUPPORT TO YOU AFTER SUSPENSION OR TERMINATION OF ANY SERVICES, NOR ARE WE SUBJECT TO ANY DISASTER RECOVERY OBLIGATION OR COMMITMENT.

11. LIMITATION OF LIABILITY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED DIRECTLY BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES OR AGENTS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION. SUBJECT TO THE PARAGRAPH ABOVE, WE SHALL NOT BE LIABLE TO YOU FOR:

- (I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY); (II) ANY LOSS OF GOODWILL; (III) ANY LOSS OF OPPORTUNITY; (IV) ANY LOSS, **CORRUPTION, DISCLOSURE, ACCESS, ALTERATION**, MISUSE, MANIPULATION OR OTHER UTILIZATION OF DATA SUFFERED BY YOU; (V) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER WHICH MAY BE INCURRED BY YOU; AND/OR
- (ii) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:
- ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
- THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES.

THESE LIMITATIONS ON OUR LIABILITY TO YOU SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOU ARE RESPONSIBLE FOR ANY MOBILE CHARGES THAT MAY APPLY TO YOUR USE OF OUR SERVICE, INCLUDING TEXT-MESSAGING AND DATA CHARGES. IF YOU ARE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT MADE AVAILABLE ON OR THROUGH THE PLATFORM OR SERVICES BY ANY USERS OR THIRD PARTIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING, BY WAY OF

EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER, THIRD PARTY WEBSITE OR RESOURCE PROVIDER, OR OTHER USER OF THE PLATFORM IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR DISPUTES WITH SUCH THIRD PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE PLATFORM OR SERVICES SHALL BE LIMITED TO THE HIGHER OF (A) THE AMOUNT YOU HAVE PAID TO US WITHIN TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING SUCH CLAIM OR (B) FIFTY US DOLLARS (USD \$50) OR THE EQUIVALENT AMOUNT IN YOUR LOCAL CURRENCY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE EXCLUSION OF WARRANTIES IN SECTION 10 AND LIMITATION OF LIABILITY IN THIS SECTION 11 AND IN THE OTHER PROVISIONS OF THESE TERMS AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH THE COMPANY WOULD NOT HAVE PROVIDED ACCESS TO THE PLATFORM AND/OR THE SERVICES TO THE USER.

12. Interruption and Termination of Services

We will use commercially reasonable efforts to keep the Services operational. However, we do not guarantee the availability of any Services, unless otherwise mandated under applicable laws. You acknowledge that the Services may be interrupted from time to time for various reasons (e.g., scheduled or emergency downtime or failure of network or telecommunication service providers).

We may also end the Services and your access or use of the Services permanently.

You agree that we will not assume any obligations or liabilities to you with respect to the Services for interruption, modification or termination of the Services or any part hereof, to the maximum extent permitted by applicable law.

13. Other Terms

a. Applicable Law and Jurisdiction. Except as may be set forth in any Supplemental Terms-Jurisdiction Specific section below, these Terms, their subject matter and their formation, are governed by the laws of HongKong.

b. Survival. This Section 13.b, the rights granted to us in Section 8 (Content), and Sections 7 (Intellectual Property Rights), 9(Indemnity), 10(Exclusion of Warranties),

11 (Limitation of Liability) and remaining terms of Section 13 shall survive the termination of these Terms.

c. Open Source. The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms.

d. Entire Agreement. These Terms constitute the whole legal agreement between you and the Company and govern your use of the Services, superseding any prior communications and proposals (whether oral, written or electronic) between you and us.

e. No Waiver. Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce any terms or conditions of these Terms or respond to any violations.

Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.

f. Security. We do not guarantee that our Services will be secure or free from bugs or viruses or Harmful Code. You are responsible for configuring your information technology, computer programs and platform to access our Services. You should use your own virus protection software.

g. Severability. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms, and the remaining provisions of these Terms will continue to be valid and enforceable.

i. Rights of third parties. Unless specifically provided for under any Supplemental Terms -Jurisdiction Specific, any person who is not a party to these Terms shall have no right whatsoever under the Contracts (Rights of Third Parties) Act 2001 to enforce these Terms or any of its terms.

j. Prevailing language. These Terms may be provided in language versions other than English language version. Unless otherwise explicitly stated under these Terms, if there is any inconsistency among different language versions, the English version shall prevail.

k. Any Questions? Get in touch at aiassistant@acadsoc.com.