Terms of Service

Thank you for using Subtitle AI! These terms of service ("the Terms") govern your access to and use of the Subtitle AI ("we" or "our") platform ("the Platform") and services ("the Services"), so please carefully read them before using the Services.

By using Subtitle AI Services you agree to be bound by these Terms. If you are using our Services on behalf of an organisation, you are agreeing to these Terms on behalf of that organisation and promising that you have the authority to bind that organisation to these terms. In that case, "you" and "your" will refer to that organisation.

You may use our Services only if you have the authority to form a contract with Subtitle AI and are not barred under any applicable laws from doing so. You may use the Services only in compliance with these Terms.

ARTICLE 1. INTELLECTUAL PROPERTY RIGHTS

1.1. Intellectual property rights on your Content

By using our Services you provide us with concepts, scripts, audiovisual material, and other creative work ("Content") that you submit to Subtitle AI (together, "your Work"). You retain full ownership of your Work. We don't claim any ownership to any of it.
These Terms do not grant us any rights to your Work or intellectual property except for the limited rights that are needed to run the Services, as explained below. Any new Content made by you by using the Services based on original Content remains your exclusive property, provided you own sufficient rights to use the original Content.
We assume having permission to do things with your Work such as, for example, hosting your files, or sharing them at your direction. This includes features visible to you, for example, creating image thumbnails or material proxies. It also includes background operations to technically administer our Services, for example, how we backup data to keep it safe.
You give us the permissions we need to do those things solely to provide the Services.

1.2. Intellectual property rights of Subtitle AI

Some use of our Service may require you to download a client software package ("Software"). Subtitle AI hereby grants you a limited, non-exclusive, non-transferable, revocable license to use the Software, solely to access the Services.
Your license to use the Software is automatically revoked if you violate these Terms. You are prohibited from modifying, decompiling, disassembling, or reverse-engineering the

software. Any attempt to alter the software's source code without expressed written consent from Subtitle AI is a violation of these Terms.
You may not distribute, sublicense, rent, lease, or lend the software to any third party without written permission from Subtitle AI. Redistribution is strictly controlled and must adhere to any conditions set forth in a separate agreement provided by Subtitle AI if applicable.

1.3. Kinds of licenses

If you choose a license designated for personal use, you may use the software solely for personal, non-commercial purposes. If you select a commercial license, you are permitted to use the software for commercial purposes, which include, but are not limited to, business activities, professional work, or generating revenue.

1.4. Limitations

These Terms do not grant you any right, title, or interest in the Services, the content in the Services, or the Software. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments or suggestions you send us or post in our forums without any obligation to you.
The Software and other technology we use to provide the Services are protected by copyright, trademark, and other applicable European laws. These Terms do not grant you any rights to use any Subtitle AI trademarks, logos, domain names, or other brand features. If we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile any of the Services or Software provided by Subtitle AI, nor attempt to do so, nor assist anyone else to do so.

1.5. Copyright infringements

Subtitle AI respects others' intellectual property and asks that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported.
We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent
Quantum Noodle BV
Hallaardreef 5
2580 Beerzel, Belgium
copyright@subtitleai.com

ARTICLE 2. SHARING YOUR WORK

2.1.

The Services provide features that allow you to share your Work with others or to make it public ("Public Content"). There are many things that users may do with your Work (for example, copy it, modify it, re-share it). Please consider carefully what you choose to share or make public. Subtitle AI has no responsibility for that activity.

ARTICLE 3. PERSONAL DATA AND PRIVACY

3.1.

The processing by Subtitle AI of personal data concerning your personnel/staff or embedded in your Content shall take place in accordance with the provisions of our Cookie & Privacy Policy. This Cookie & Privacy Policy includes information about the personal data collected by us, as well as the manner in which we use and process this personal data. By ordering the Services or entering into an agreement with us to use our Services – including registration for the demo – you acknowledge to have read the Cookie & Privacy Policy and accept it.

3.2.

Aside from the rare exceptions we identify in our Cookie & Privacy Policy, e.g. law enforcement, no matter how the Services change, we won't share your Content with others for any purpose unless you direct us to. How we collect and use your information generally is also explained in our Cookie & Privacy Policy.

3.3.

We may choose to review Public Content for compliance with our community guidelines, but you acknowledge that Subtitle AI has no obligation to monitor any information on the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of any Content or other information you may be able to access using the Services.

ARTICLE 4. SCRIBEWAVE ACCEPTABLE USE POLICY

4.1.

Subtitle AI Services are used by many users that care about their intellectual property, and we are proud of the trust placed in us. In exchange, we trust you to use our services responsibly.

4.2.

You agree not to misuse the Subtitle AI services. For example, you must not, and must not attempt to, use the services to do the following things:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- interfere with or disrupt any user, host, or network, for example by sending a virus or by overloading the Services;
- plant malware or otherwise use the Services to distribute malware;
- access any Content by any means other than our publicly supported interfaces;
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- publish anything that is fraudulent, misleading, or infringes another's rights;
- promote or advertise products or services other than your own without appropriate authorization;
- impersonate or misrepresent your affiliation with any person or entity;
- abuse Subtitle AI referrals to get more credit for referrals than deserved;
- publish or share Content that is clearly indecent, or that advocates bigotry, religious, racial or ethnic hatred;
- violate the law in any way, or to violate the privacy of others, or to defame others.

ARTICLE 5. YOUR RESPONSIBILITIES

5.1.

You are solely responsible for your conduct, your content and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

5.2.

Content submitted to Subtitle AI may be protected by intellectual property rights of others. Please do not copy, upload, download, or share content unless you have the right to do so. You are fully responsible and liable for what you copy, upload to us and share with others while using the Services. You are responsible for maintaining and protecting all of your Work.

5.3.

Artificial Intelligence (AI) Services may be prone to errors. For example, if you are using Automatic Speech Recognition (ASR) to transcribe audio, it is important to use media assets where the quality of the audio as well as of the language is good enough. You are responsible to assess the quality of the media prior to running automated Services.

5.4.

You will not and will not attempt to, misuse our Services. You will use the Services only in a manner consistent with the Subtitle AI Acceptable Use Policy as explained above.

ARTICLE 6. ACCOUNT MANAGEMENT

6.1.

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You will immediately notify Subtitle AI of any unauthorised use of your account.
You acknowledge that if you wish to protect your transmission of data or files to Subtitle AI, it is your responsibility to use a secure encrypted connection to communicate with the Services.

6.2.

If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current.

ARTICLE 7. PAID ACCOUNTS

7.1. Trial Accounts

Depending on your requirements, you can sign up for an unpaid trial account, or a paid account. A trial account is limited in time and in volume, and the use of certain features may be restricted to paid accounts.

7.2. Billing

If you sign up for a paid account or you turn your trial account into a paid account by increasing your storage space or by adding paid features, we'll automatically bill you from the date you convert to a paid account and on each periodic renewal until cancellation. You bear the cost of all applicable taxes, and we'll charge tax when required to do so.

7.3. No Refunds

We don't provide refunds on any fees or charges related to your paid account, including partially used periods. As you are responsible for assessing your media to ensure the accuracy of the results produced by our Services if sufficient, we don't refund the use of our services in case the quality of the Service is not what you expected.

7.4. Downgrades

You can cancel your paid account under these Terms at any time. Features specific to your Paid Account expire as soon as your cancellation takes effect at the end of your current billing cycle.

7.5. Upgrades

If you upgrade your paid account to another paid account with more storage or additional features, we'll automatically bill you from the date you upgrade and on each periodic renewal from thereon. The first time we bill you for an upgraded account, we reduce the applicable amount pro rata the period you will not use the former paid account.

7.6. Payment cancelation

If you don't pay for your paid account on time, we reserve the right to downgrade your account to a trial account.

7.7. Changes

We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

ARTICLE 8. DISCLAIMER

8.1.

Though we strive to provide a great service, there are certain things about our services we can't promise. For example, the Services and Software are provided "AS IS", at your own risk, without express or implied warranty or condition of any kind. Subtitle AI will have no responsibility for any harm to your computer system or other harm that results from your access to or use of the Services or Software.

8.2.

Equally, while we strive for the best possible uptimes, unless otherwise agreed, Subtitle AI cannot be held liable for unavailability of the Services or for any loss or corruption of your work and you are responsible to back up and to restore your work.

8.3.

Similarly, when using our Services, while we pride ourselves on delivering the most accurate AI Services available on the market, those Services are by nature prone to errors and Subtitle AI is not liable for the accuracy of the result. You are responsible for assessing the quality of the media, so as to ensure the best possible results when using our Services.

ARTICLE 9. TERMINATION

9.1.

Though we'd much rather you stay, you can stop using our Services any time.

9.2.

We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services.
If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately.

9.3.

Upon suspension of the Services, by you or by us, any available content submitted or created by you by using our Services remains your exclusive property and Subtitle AI will undertake reasonable efforts to make it available to you.

ARTICLE 10. LIMITATION OF LIABILITY

10.1.

Subtitle AI strives to provide accurate and reliable transcription services. However, Subtitle AI does not guarantee error-free results.

10.2.

To the extent permitted under the applicable law, Subtitle AI shall not be liable for any loss, damage or fines imposed by regulatory bodies as a result of or relating to the Services and/or Software, including but not limited to loss of data, income, profit, or other economic advantages. Moreover, under no circumstances shall Subtitle AI be liable for indirect,

incidental or consequential damage arising as a result of the use of the Services and/or Software, including but not limited to the unavailability of the Services and/or Software.

10.3.

In any event, the maximum liability of Subtitle AI towards you on whatever account shall be limited to the amount paid by you for the Services in the preceding three (3) months.

10.4.

No liability shall exist for damages or fines that have not been reported to Subtitle AI by a written notification within thirty (30) days of their occurrence, or for damages where you failed to take appropriate measures to limit such damages.

ARTICLE 11. INDEMNIFICATION

11.1.

You agree to indemnify, defend, and hold harmless Subtitle AI, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- your use or misuse of the services;
- your violation of these Terms of Service;
- your violation of any rights of another person or entity; or
- any claim that your content caused damage to a third party, including without limitation claims that your content infringes the rights of third parties.

ARTICLE 12. FORCE MAJEURE

12.1.

Subtitle AI shall not be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay is caused by an occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under this Agreement, including but not limited to natural disasters, war, civil unrest, strikes or labor disputes, governmental actions, internet or telecommunications failures, electrical outages, epidemics, and pandemics ("Force Majeure").

12.2.

In the event of a Force Majeure occurrence, Subtitle AI shall use all reasonable efforts to mitigate the effects of the Force Majeure and resume performance of its obligations as soon as reasonably possible.

12.3.

In case of Force Majeure, Subtitle AI shall not be liable for damages or breach of contract. If the duration of the event substantially deprives you of what you were reasonably entitled to expect under these Terms, you may terminate the Agreement with reasonable notice to the Subtitle AI.

ARTICLE 13. MISCELLANEOUS

13.1.

This Agreement shall be governed by and construed in accordance with the laws of Belgium, excluding its provisions on private international law. Any disputes in connection with these Terms of use shall be exclusively decided by the competent court having jurisdiction for the legal district of Subtitle AI's registered office (Province of Antwerp, Belgium).

13.2.

These Terms constitute the entire and exclusive agreement between you and Subtitle AI with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. Subtitle AI's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Subtitle AI may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

13.3.

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect. Moreover, if the Parties decide to amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, they should take care that the new or amended provision embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

13.4.

Subtitle AI and you are not legal partners or agents; instead, our relationship is that of independent contractors.

ARTICLE 14. MODIFICATIONS

14.1.

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material, we will notify you at least thirty (30) days prior to the changes taking effect. Notification will be made via email to the email address associated with your account. Other changes may be posted to our blog or terms page, so please check those pages regularly.

14.2.

The revised terms will become effective 30 days after they are posted, or as otherwise indicated in the notice. By continuing to access or use the Services after the revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, you must stop using the Services before the effective date of the revised terms.