Terms of Use

*Effective date: 18 September 2025*

These Terms of Use (the “Terms”) govern your access to and use of the website(s), product demo(s), and AI‑powered workspace and related services (collectively, the “Services”) offered by Masteryoda Solutions Pvt. Ltd. (doing business as “CUNE”) (“CUNE,” “we,” “us,” or “our”).

By accessing or using the Services, you agree to be bound by these Terms. If you are using the Services on behalf of an organization, you agree to these Terms for that organization and represent that you have authority to bind that organization to these Terms. If you do not agree, do not use the Services.

# 1. Changes to the Terms

We may update these Terms from time to time. The updated Terms are effective when posted. Your continued use of the Services after the updated Terms are posted constitutes your acceptance of the changes.

# 2. Eligibility and Accounts

2.1. You must be at least 13 years old to use the Services. If you are under 18, you may use the Services only with the involvement of a parent or guardian.

2.2. To access certain features, you may need to create an account and provide accurate, current, and complete information. You are responsible for all activities under your account and for keeping your credentials confidential. Promptly notify us of any unauthorized use.

# 3. Customer Agreements and Conflicts

If you or your organization have executed a separate agreement with us (e.g., Master Services Agreement, Order Form, or Data Processing Addendum), that agreement governs to the extent of any conflict with these Terms for the Services covered by that agreement.

# 4. Acceptable Use

You shall not, and shall not permit anyone else to:

• copy, modify, host, sublicense, or resell the Services except as expressly permitted;

• access the Services to build a competing product or service, or for benchmarking without our prior written consent;

• reverse engineer, decompile, decrypt, disassemble, or otherwise attempt to derive source code (except to the extent such restriction is prohibited by applicable law);

• interfere with or disrupt the integrity or performance of the Services;

• upload or transmit malware or any code of a destructive nature;

• use the Services to violate law, third‑party rights (including privacy and IP rights), or to transmit illegal, harmful, or infringing content;

• bypass or circumvent any security or rate‑limiting features;

• misrepresent your identity or affiliation;

• engage in high‑risk use without appropriate human oversight (for example, where errors could lead to death or personal injury).

# 5. Your Content and Customer Content

5.1. “Customer Content” means information submitted to the Services by or for a business customer (including files, data, messages, prompts, and outputs) under a paid or trial account. As between you and CUNE, the customer owns Customer Content. We process Customer Content only as a processor/service provider pursuant to the customer’s instructions and our agreement/DPA.

5.2. “User Content” means content you provide outside of Customer Content (e.g., website forms, feedback). You grant CUNE a worldwide, non‑exclusive, royalty‑free license to use User Content to operate, maintain, and improve the Services. Do not submit confidential information in public areas of our website.

5.3. You are responsible for your Content and for ensuring you have all necessary rights to submit it and for its compliance with these Terms and applicable law.

# 6. AI Features and Outputs

6.1. The Services may include AI features that generate or summarize content. Outputs may be probabilistic and can contain errors. You are responsible for evaluating accuracy, completeness, and appropriateness for your use case, and for implementing human oversight where required.

6.2. Unless expressly stated in a separate agreement, Customer Content is not used to train publicly available foundation models. We may use aggregated and/or de‑identified data to improve safety, performance, and reliability.

6.3. You shall not rely on the Services for professional advice (legal, medical, financial, etc.). Outputs are provided for informational purposes only.

# 7. Third‑Party Services and Integrations

The Services may interoperate with third‑party products and services (for example, cloud storage, messaging, AMS/PAS/CRM systems). Your use of third‑party services is governed by their terms and privacy policies; we are not responsible for those services.

# 8. Intellectual Property

The Services, documentation, and all related IP are owned by CUNE and its licensors. Except for rights expressly granted in these Terms or a separate agreement, no rights are granted. Feedback you provide may be used by us without restriction and without obligation to you.

Trademarks, logos, and service marks used on the Services are the property of their respective owners. No right or license is granted to use any mark absent our prior written consent.

# 9. Confidentiality

If you receive non‑public information from us that is marked or reasonably understood to be confidential, you must use it only to access the Services and protect it with reasonable care. This Section does not limit confidentiality obligations in any NDA or other agreement between you (or your organization) and us.

# 10. Privacy

Our Privacy Policy describes how we collect and use personal information. By using the Services, you acknowledge that processing. For Customer Content, we act as a processor/service provider pursuant to our DPA with the customer.

# 11. Fees, Trials, and Taxes (if applicable)

If you purchase paid Services, you agree to pay all fees specified in an order. Fees are non‑refundable unless required by law or expressly stated otherwise. You are responsible for applicable taxes, excluding taxes based on our net income. We may suspend or terminate access for non‑payment.

# 12. Service Changes; Beta Features

We may modify or discontinue the Services or any feature at any time. Features labeled as beta/preview are provided “AS IS,” may be unstable, and may be subject to additional terms.

# 13. Disclaimers

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUNE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON‑INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR‑FREE, UNINTERRUPTED, SECURE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT CONTENT WILL BE ACCURATE OR RELIABLE.

# 14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER CUNE NOR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU TO CUNE FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) USD $1,000. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

# 15. Indemnification

You will defend, indemnify, and hold harmless CUNE and its affiliates, officers, employees, and agents from and against any claims, losses, and expenses (including reasonable attorneys’ fees) arising from or relating to your Content, your use of the Services, or your violation of these Terms or applicable law. We may assume control of the defense of any matter subject to indemnification, in which case you will cooperate with us.

# 16. Export, Sanctions, and Anti‑Corruption

You must comply with all applicable export control, sanctions, and anti‑corruption laws. You represent that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted party list.

# 17. Suspension and Termination

We may suspend or terminate your access to the Services at any time if we believe you have violated these Terms, pose a security or legal risk, or for non‑payment (if applicable). Upon termination, your right to use the Services ceases immediately. Sections intended to survive will survive (including Sections 4–6, 8–16, 18–21).

# 18. Governing Law and Dispute Resolution

These Terms are governed by the laws of India, without regard to conflict‑of‑laws rules. Courts located in Bengaluru, Karnataka, India shall have exclusive jurisdiction. Before filing suit, the parties will attempt in good faith to resolve disputes through discussions between authorized representatives for 30 days.

# 19. Notices

Legal notices to CUNE must be sent to hello@getcune.com with a copy to Masteryoda Solutions Pvt. Ltd., Mantri Commercio Tower-A, Marathahalli - Sarjapur Outer Ring Rd, Kariyammana Agrahara, Bellandur, Bengaluru, Karnataka 560103. We may provide notices to you via the Services, email, or your account contact information.

# 20. Miscellaneous

These Terms constitute the entire agreement between you and CUNE regarding the Services (subject to any applicable Customer Agreement). If any provision is held invalid, the remainder will continue in effect. No waiver is effective unless in writing. You may not assign these Terms without our prior written consent; we may assign to an affiliate or in connection with a merger, acquisition, or sale of assets. No agency, partnership, or joint venture is created by these Terms.

For clarity, certain structural concepts in these Terms reflect common SaaS terms of use patterns used across the industry, including public examples from other providers.

# 21. Contact

Masteryoda Solutions Pvt. Ltd. (d/b/a CUNE)

Support: hello@getcune.com

Privacy: hello@getcune.com | India Grievance: hello@getcune.com

Legal: hello@getcune.com

Address: Mantri Commercio Tower-A, Marathahalli - Sarjapur Outer Ring Rd, Kariyammana Agrahara, Bellandur, Bengaluru, Karnataka 560103

Website: <https://getcune.com>

*— End of Terms of Use —*