

# Cutout Pty Ltd – App Terms & Conditions

**ABN:** 66 689 986 990

**Effective Date:** [14/05/26]

Welcome to Cutout.

These Terms & Conditions (“Terms”) apply to your access to and use of Cutout Pty Ltd’s apps, websites, software, subscriptions, and related services, including **Cutout**, **Cutout Coach**, **Cutout Player**, and any associated web platform or services (together, the “Services”).

The Services are operated by Cutout Pty Ltd (“Cutout”, “we”, “us”, or “our”).

By creating an account, accessing, or using the Services, you agree to these Terms. If you do not agree, you must not use the Services.

These Terms should be read together with our:

- Privacy Policy;
- Refund & Dispute Policy;
- Terms & Conditions of Promotions;
- any applicable subscription, invoice, school, club, gym, team, coach, or organisation agreement.

Nothing in these Terms excludes, restricts, or modifies any rights you may have under the **Australian Consumer Law** or any other applicable consumer protection law. The ACCC explains that Australian consumer guarantees apply when businesses sell products or services, and remedies may be available if those guarantees are not met.

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## 1. About Cutout

Cutout is a performance analytics platform that uses video, computer vision, and biomechanical analysis to provide training insights, movement analysis, and performance feedback.

The Services may allow users, coaches, schools, clubs, gyms, teams, and organisations to:

- create and manage athlete profiles;
- capture or upload workout videos;
- analyse lifting and movement performance;
- generate metrics such as velocity, velocity loss, range of motion, tempo, power output, rep count, and consistency;
- assign, complete, and track training programs;
- manage groups, teams, players, and coaches;
- review long-term progression and performance data.

Cutout provides performance analytics and coach-like training insights using the data available from uploaded or recorded lifts. Feedback generated by the Services is informational, predictive, estimated, and performance-related in nature. Cutout is not a medical, clinical, rehabilitation, physiotherapy, diagnostic, injury assessment, or emergency supervision service.

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## 2. User Types

The Services may be used by different types of users, including:

- **Consumers:** individuals using Cutout for personal training, performance tracking, or fitness analysis;
- **Athletes or Players:** individuals using Cutout through a coach, school, club, gym, team, or organisation;
- **Coaches and Trainers:** individuals managing athletes, clients, teams, or training programs;
- **Schools, Clubs, Gyms, Teams, and Organisations:** entities using Cutout to manage users, performance data, programs, and analytics;
- **Administrators:** individuals authorised to manage accounts, users, billing, permissions, or organisation settings.

Additional written terms may apply to organisations, enterprise customers, schools, clubs, gyms, teams, coaches, or other commercial users.

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## 3. Eligibility

You must be at least **12 years old** to use the Services.

If you are under 18, you must have permission from a parent, guardian, school, club, gym, team, coach, or other responsible organisation to use the Services.

Where the Services are used through a school, club, gym, team, coach, or organisation, that organisation is responsible for ensuring that users have the required permissions and consents.

You must provide accurate, current, and complete information when creating or using an account.

You must not use the Services if you are prohibited from doing so under applicable law.

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## 4. Account Registration and Security

You may need to create an account to use some or all of the Services.

Authentication and identity management are handled through **AWS Cognito**. Cutout does not have access to your plain-text password.

You are responsible for:

- keeping your login details secure;
- ensuring your account information is accurate;
- all activity that occurs under your account;
- notifying us promptly if you suspect unauthorised access or use.

You must not share your account, impersonate another person, create an account using false information, or use another person's account without authorisation.

Cutout may suspend or restrict access where we reasonably suspect unauthorised access, misuse, fraud, security risk, or breach of these Terms.

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## 5. Subscriptions, Payments, and Billing

Access to some Services may require a paid subscription, one-off payment, licence fee, organisation agreement, or other billing arrangement.

Payments may be processed through:

- Apple In-App Purchases;
- RevenueCat;
- Cutout's website payment systems;
- direct invoice, organisation billing, or written agreement.

You agree to pay all applicable fees for the Services you purchase or subscribe to.

Subscription fees, billing cycles, renewal terms, inclusions, and cancellation processes will be shown at or before purchase, or set out in a written agreement.

Subscriptions may renew automatically unless cancelled before the renewal date.

Deleting an app does not automatically cancel a subscription. You are responsible for cancelling your subscription through the platform where you purchased it, such as your Apple account, Cutout account, website account, or relevant billing arrangement.

Refunds, cancellations, billing disputes, and chargebacks are handled in accordance with our **Refund & Dispute Policy** and any applicable third-party platform rules.

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## 6. Apple App Store Terms

If you download or use any Cutout app through the Apple App Store, you acknowledge that:

- the app is licensed, not sold, to you;
- Apple is not responsible for operating, maintaining, or supporting the app;
- Apple is not responsible for any claims relating to the app, except as required by applicable law;
- Apple and its subsidiaries are third-party beneficiaries of these Terms to the extent required by Apple's policies;
- your use of the app may also be subject to Apple's applicable terms, including Apple's Standard Licensed Application End User License Agreement.

Where these Terms conflict with Apple's mandatory terms, Apple's mandatory terms will apply to the extent required.

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## 7. Organisation, School, Club, Gym, Team, and Coach Use

Where the Services are provided through a school, club, gym, team, coach, or other organisation, that organisation may act as the administrator of the relevant accounts and data.

Organisation administrators may be able to:

- create and manage athlete accounts;
- invite users to the Services;
- assign training programs;
- view performance data;
- view video analysis outputs;
- create and manage groups or teams;
- add coach notes or player notes;
- export athlete or team data;
- retain or delete organisation-managed data;
- manage coach, athlete, and administrator access.

If you use the Services through an organisation, your access may be subject to that organisation's policies, consents, agreements, and internal rules.

If you leave a school, club, gym, team, coach, or organisation, that organisation may retain certain data in accordance with its own legal obligations, internal policies, agreements, and legitimate operational requirements.

Both users and organisations may request deletion of data. However, organisation-administered records may be retained where required by the organisation's agreement, legal obligations, or legitimate operational requirements.

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## 8. Coach, Trainer, and Professional Responsibilities

Coaches, trainers, teachers, administrators, and professionals using the Services are responsible for:

- obtaining all necessary user, parent, guardian, school, club, organisation, or client consents;
- ensuring users are physically capable of participating in relevant training activities;
- supervising users where appropriate;
- using the Services safely and responsibly;
- complying with applicable laws, child safety requirements, sporting policies, school policies, workplace policies, and professional obligations;
- ensuring that training programs, instructions, notes, and advice are appropriate for the relevant users;
- not entering unnecessary sensitive information into the Services.

Cutout provides analytics and software tools. It does not replace professional judgement, coaching responsibility, medical advice, physiotherapy advice, or duty of care obligations.

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## 9. Health, Fitness, and Performance Disclaimer

Cutout is designed to provide performance analytics and coach-like training feedback using the data available from your uploaded or recorded lift.

The Services may assist with training decisions by providing feedback on areas such as weight selection, effort, rep targets, range of motion, velocity, consistency, and other performance metrics. However, this feedback is generated from video analysis, movement data, user-entered information, and algorithmic interpretation. It is predictive, estimated, and dependent on the quality and accuracy of the data provided.

The Services involve physical training, movement, exercise, resistance training, and performance analysis. Physical activity carries inherent risk, including the risk of injury.

You acknowledge and agree that:

- you participate in training voluntarily and at your own risk;
- Cutout's feedback is informational and performance-related only;
- Cutout's feedback should not be treated as a guarantee of correct technique, safe loading, injury prevention, training suitability, or performance improvement;
- Cutout does not physically supervise your training environment, assess your medical history, observe pain or discomfort in real time, or verify that a movement is safe for your individual circumstances;
- Cutout does not provide medical advice, diagnosis, treatment, rehabilitation services, physiotherapy advice, clinical health services, injury assessment, or emergency supervision;
- you remain responsible for your own training decisions, exercise selection, load selection, technique, effort level, and whether it is safe for you to perform a movement;
- coaches, trainers, schools, clubs, gyms, teams, and organisations remain responsible for their own coaching decisions, supervision, duty of care, and use of professional judgement;
- analytics may not be complete, accurate, or appropriate for every user, body type, camera angle, exercise, injury, training goal, or training context;
- you should stop exercising and seek appropriate professional advice if you experience pain, discomfort, dizziness, injury symptoms, or any other health concern;
- you should consult a qualified medical, physiotherapy, coaching, or health professional before beginning or changing a training program, especially if you have pain, injury, illness, disability, or health concerns.

Cutout may be used as a training support tool and may provide coach-like feedback when users are training without in-person supervision. However, it does not replace medical advice, injury assessment, emergency supervision, or the responsibility of users and coaches to make safe training decisions.

To the extent permitted by law, Cutout is not responsible for injuries, losses, or damage arising from:

- your participation in physical training or exercise;
- your reliance on feedback, metrics, insights, recommendations, or performance analysis provided by the Services;
- inaccurate, incomplete, estimated, predictive, or failed analysis;
- poor video quality, incorrect camera setup, incorrect user inputs, or incomplete movement data;
- coaching decisions, training decisions, or exercise decisions made by you, your coach, trainer, school, club, gym, team, or organisation;
- misuse of the Services or failure to seek appropriate professional advice.

Nothing in these Terms excludes, restricts, or modifies any rights or remedies that cannot lawfully be excluded under Australian Consumer Law or other applicable consumer protection laws.

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## 10. Video Capture and Analysis Requirements

To generate accurate performance analytics, users may need to capture videos in accordance with Cutout's instructions.

This may include requirements relating to:

- keeping the full body in frame;
- camera angle;
- lighting;
- distance from the user;
- exercise selection;
- load or weight input;
- video length;
- visibility of relevant body segments and equipment;
- avoiding obstruction by other people or objects.

Videos may include the user's face, body, clothing, surroundings, and other visual information.

Cutout does not use facial recognition, facial identification, or face-matching technology.

Cutout does not guarantee that every video will be successfully analysed. Analysis may fail or be less accurate if a video does not meet technical, visibility, lighting, framing, or movement requirements.

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## 11. Data, Privacy, and Biometric Information

Cutout collects and processes information as described in our Privacy Policy.

This may include:

- account and profile information;
- team, school, club, gym, or organisation affiliation;
- workout videos;
- performance metrics;
- skeletal tracking outputs;
- joint-position estimates;
- movement patterns;
- biomechanical data;
- biometric information;
- coach notes;
- player notes;
- training history;
- subscription and billing status.

Because Cutout analyses how a person moves, some information may be considered biometric, biomechanical, fitness, health-related, or sensitive information under applicable laws.

By using the Services, you agree that Cutout may collect, process, store, and use this information in accordance with our Privacy Policy.

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## 12. Machine Learning, Algorithm Improvement, and De-identified Data

Cutout may use de-identified or pseudonymised performance data, biomechanical outputs, skeletal tracking data, movement analytics, and performance metrics to:

- improve the Services;
- develop and validate algorithms;
- train and improve machine learning models;
- improve computer vision accuracy;
- conduct internal analytics and research;
- benchmark model performance;
- improve the reliability and accuracy of movement tracking.

Some internal datasets may be linked to a randomly generated user identifier, such as a UUID. This identifier does not directly identify a user, but may allow Cutout to associate data with an account where necessary for service functionality, security, or performance tracking.

Raw videos are usually deleted shortly after processing and, in any event, no later than 2 hours after processing.

Raw videos are not sold, licensed, or shared as datasets.

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## 13. User Content and Licence

You retain ownership of content that you upload, record, submit, or create through the Services, including videos, notes, profile information, and training-related information, subject to any rights held by your school, club, gym, team, coach, organisation, or other third party.

You grant Cutout a worldwide, non-exclusive, royalty-free licence to host, store, process, reproduce, display, analyse, transmit, and use your content only for the purposes of:

- operating the Services;
- providing performance analysis;
- generating training insights;
- supporting coaching, team, and organisation features;
- maintaining security;
- troubleshooting;
- improving the Services;
- complying with legal obligations;
- using de-identified or pseudonymised data as described in these Terms and the Privacy Policy.

This licence ends when the relevant content is deleted from Cutout's systems, except to the extent that data has already been de-identified, aggregated, or retained as required by law, organisation agreement, backup process, or legitimate operational need.

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## 14. Marketing and Promotional Use

Cutout will not use your personal information, raw videos, identifiable workout footage, name, face, or identifiable performance data for advertising, marketing, or promotional purposes without separate express consent.

Cutout may use aggregated or non-identifiable statistics for business, marketing, research, or promotional purposes, provided the information does not reasonably identify any individual user.

For example, Cutout may refer to aggregate platform-level insights such as total reps analysed, average velocity trends, or general performance benchmarks, where those insights are not linked to an identifiable person.

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## 15. Intellectual Property

Cutout owns or licenses all rights, title, and interest in the Services, including:

- software;
- source code;
- object code;
- designs;
- interfaces;
- graphics;
- branding;
- trade marks;
- logos;
- workflows;
- algorithms;
- models;
- analytics systems;
- reports;
- documentation;
- platform content;
- know-how.

Except as expressly permitted by these Terms, you must not:

- copy, reproduce, modify, adapt, translate, distribute, sell, lease, license, or exploit the Services;
- reverse engineer, decompile, disassemble, or attempt to derive source code;
- scrape, harvest, or extract data from the Services;
- remove proprietary notices;
- use Cutout branding without written permission;
- build a competing product using the Services, outputs, or platform design.

Nothing in these Terms transfers ownership of Cutout's intellectual property to you.

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## 16. User Conduct

You agree not to:

- use the Services for unlawful, harmful, misleading, abusive, or fraudulent purposes;

- upload content that is unlawful, offensive, defamatory, harassing, obscene, abusive, or discriminatory;
  - impersonate another person or organisation;
  - access another user's account without authorisation;
  - upload videos of another person without appropriate consent;
  - enter unnecessary sensitive information into notes or user records;
  - misuse athlete, school, club, gym, team, coach, or organisation data;
  - use the Services to provide unauthorised medical, clinical, physiotherapy, rehabilitation, or professional health advice;
  - interfere with, disrupt, overload, or damage the Services;
  - attempt to hack, bypass, reverse engineer, or compromise the Services;
  - use bots, scripts, automated tools, or scraping methods without permission;
  - resell, sublicense, or commercially exploit the Services without written authorisation;
  - use the Services in a way that harms Cutout's reputation, security, users, partners, or operations.
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## 17. Creator, Program, and Training Content

Where the Services allow users, coaches, trainers, creators, or organisations to create, upload, assign, sell, or distribute training programs or content, the person or entity providing that content is responsible for ensuring that it is accurate, safe, lawful, and appropriate.

Cutout may review, remove, restrict, or refuse content that we reasonably believe breaches these Terms, creates risk, infringes rights, or is unsuitable for the Services.

Unless a separate written agreement states otherwise, creators and organisations are responsible for:

- obtaining required permissions;
- ensuring they have rights to upload and distribute content;
- ensuring content does not infringe third-party rights;
- complying with applicable laws, platform rules, and professional obligations;
- managing any claims relating to their content.

Any revenue share, distribution, subscription, or commercial arrangement for creator content must be agreed separately in writing or through the applicable platform terms.

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## 18. Promotions, Trials, and Offers

Promotions, discounts, referral offers, free trials, credits, and special pricing are subject to our **Terms & Conditions of Promotions** and any specific terms stated in the relevant offer.

Cutout may modify, suspend, or cancel promotions where permitted by law.

Promotions cannot be exchanged for cash, transferred, resold, or combined with other offers unless expressly stated.

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## 19. Suspension and Termination

Cutout may suspend, restrict, or terminate your access to the Services if we reasonably believe that:

- you have breached these Terms;
- you have breached another Cutout policy;
- you have misused the Services;
- you have failed to pay applicable fees;
- your use creates legal, security, operational, reputational, or safety risk;
- your account has been accessed without authorisation;
- your conduct may harm Cutout, users, athletes, coaches, schools, clubs, gyms, teams, organisations, or third parties;
- we are required to do so by law, platform rule, or payment provider.

You may stop using the Services at any time. You may cancel subscriptions through the relevant purchase platform or billing process.

Termination does not automatically entitle you to a refund. Refunds are handled in accordance with our Refund & Dispute Policy and applicable law.

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## 20. Service Availability and Changes

Cutout aims to provide reliable Services, but we do not guarantee that the Services will always be available, uninterrupted, secure, error-free, or compatible with every device, camera, operating system, exercise, environment, or use case.

We may update, modify, suspend, discontinue, or replace parts of the Services from time to time, including features, analytics, metrics, pricing, subscription plans, integrations, and availability.

Where required by law or where reasonably practical, we will provide notice of material changes.

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## 21. Third-Party Services

The Services may rely on or integrate with third-party services, including payment providers, cloud infrastructure, app stores, authentication providers, analytics infrastructure, or other technology providers.

Your use of third-party services may be subject to separate terms, policies, fees, and rules.

Cutout is not responsible for third-party platforms, outages, payment decisions, refund processing, app store rules, or third-party service errors, except to the extent required by law.

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## 22. Limitation of Liability

To the maximum extent permitted by law, Cutout is not liable for:

- indirect, incidental, special, exemplary, punitive, or consequential loss;
- loss of profits, revenue, opportunity, goodwill, data, or business;

- injuries or losses arising from physical training, coaching decisions, or exercise activities;
- reliance on performance analytics without appropriate professional judgement;
- inaccurate inputs, poor video quality, incorrect setup, or misuse of the Services;
- unauthorised access caused by your failure to secure your account;
- third-party services, app stores, payment providers, or external platforms;
- loss or damage not reasonably foreseeable.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, liability, or remedy that cannot lawfully be excluded.

Where Cutout's liability cannot be excluded but can be limited, our liability is limited to the resupply of the Services or the cost of resupplying the Services, to the extent permitted by law.

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## 23. Indemnity

You agree to indemnify Cutout, its directors, employees, contractors, agents, and related entities against claims, losses, damages, liabilities, costs, and expenses arising from:

- your breach of these Terms;
- your misuse of the Services;
- your unlawful conduct;
- content you upload or submit;
- your failure to obtain required consents;
- your coaching, training, health, or professional advice;
- your infringement of third-party rights;
- your breach of applicable laws, policies, or organisation rules.

This indemnity does not apply to the extent the claim is caused by Cutout's unlawful conduct, negligence, or breach of non-excludable legal obligations.

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## 24. Dispute Resolution

If a dispute arises, you agree to contact us first at [info@cutout.fit](mailto:info@cutout.fit) so we can try to resolve the issue directly.

If the dispute cannot be resolved informally, the parties agree to attempt mediation in New South Wales, Australia, unless the matter is urgent, involves injunctive relief, relates to unpaid fees, or another process is required by law.

Nothing in this clause prevents either party from seeking urgent legal relief or exercising rights under applicable consumer protection laws.

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## 25. Governing Law

These Terms are governed by the laws of New South Wales, Australia.

The parties submit to the courts of New South Wales, Australia, subject to any rights you may have under applicable consumer protection laws in your country or region.

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## 26. Changes to These Terms

Cutout may update these Terms from time to time.

If we make material changes, we may notify users by email, in-app notice, website notice, or another appropriate method.

Continued use of the Services after the updated Terms become effective means you accept the revised Terms.

If you do not agree to the updated Terms, you must stop using the Services and cancel any applicable subscription.

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## 27. Contact

For questions about these Terms, contact:

**Cutout Pty Ltd**

**ABN:** 66 689 986 990

**Email:** [info@cutout.fit](mailto:info@cutout.fit)

**Location:** Bondi Beach, NSW, Australia