

# TERMS OF SERVICE

**Version:** 1.0 **Effective Date:** January 1st, 2026

## PREAMBLE

Welcome to the **Xluty AI Platform** (hereinafter referred to as "the Platform"). This Terms of Service Agreement (the "Agreement") constitutes a legally binding contract between you (the "User" or "You") and the **Xluty Team** ("We," "Us," or "Our") governing your access to and use of our AI-powered application generation, serverless hosting, and distribution services.

**BY ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE USE OF THE SERVICES.**

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## 1. SERVICES AND TECHNICAL SPECIFICATIONS

**1.1 Service Description** The Platform leverages Artificial Intelligence to assist Users in generating Web application code and provides an automated deployment and hosting environment based on Serverless architecture.

**1.2 Serverless Architecture & Cold Starts** You acknowledge and agree that the Platform utilizes a Serverless architecture to optimize cost and resource efficiency. Consequently, application instances may hibernate after periods of inactivity. A brief latency period (a "Cold Start") may occur upon subsequent access. **You agree that this is a normal technical characteristic of the infrastructure and shall not be deemed a service failure.**

**1.3 Experimental Nature of AI** While the Platform aims to lower development barriers, the code generated by AI is experimental in nature. We do not guarantee that AI-generated code will be error-free, secure, or suitable for all production environments. You are responsible for reviewing and testing all code before deployment.

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## 2. ACCOUNTS, SECURITY, AND PRIVACY

**2.1 Account Responsibility** You are responsible for maintaining the confidentiality of your account credentials. Any actions performed via your account (including API calls, resource provisioning, and application publishing) are deemed to be your actions, and you bear full financial and legal responsibility for them.

**2.2 API Key Management** If you choose to configure private AI Model API Keys on the Platform, we will employ industry-standard security measures (e.g., AES encryption) to protect them. We assume no liability for service interruptions or policy changes originating from third-party providers (e.g., OpenAI, Anthropic).

**2.3 No Training on User Data (Privacy Commitment)** We strictly represent and warrant that **we do not use your proprietary data, source code, database content, or API Keys to train or fine-tune our foundational AI models, nor do we sell such data to third-party model providers.** Your data is used solely to provide the Services to you.

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## 3. INTELLECTUAL PROPERTY AND CONTENT

### 3.1 Ownership of Input and Output

- **Input:** You retain all rights, title, and interest in the Prompts and materials you input.
- **Output:** Subject to applicable laws, **you retain full ownership of the application code, images, and text generated via the Platform.** You are free to use these assets for commercial purposes, including selling applications created on the Platform.

**3.2 Platform License** By deploying an application, you grant the Platform a worldwide, non-exclusive, royalty-free license to host, execute, and, if selected by you as "Public," display your application in our App Marketplace.

**3.3 Prohibited Content** You strictly agree not to generate, host, or distribute content that:

- Violates local laws or regulations (e.g., pornography, gambling, violence).
- Infringes upon the Intellectual Property Rights of any third party.
- Contains malicious code, viruses, or tools for cyberattacks.

### 3.4 Copyright & DMCA Policy

**Xluty** respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, we will respond expeditiously to claims of copyright infringement committed using the Xluty Platform.

#### 3.4.1. Reporting Copyright Infringement

If you are a copyright owner (or authorized to act on behalf of one) and believe that your work has been copied in a way that constitutes copyright infringement within an application hosted on Xluty, please submit a notice to our Designated Copyright Agent at:

**Email:** [[legal@support.xluty.com](mailto:legal@support.xluty.com)] **Subject Line:** DMCA Takedown Request

#### 3.4.2. Notice Requirements

To be effective, your notification must include the following information:

1. **Signature:** A physical or electronic signature of the copyright owner or a person authorized to act on their behalf.
2. **Identification of the Work:** A description of the copyrighted work claimed to have been infringed.
3. **Identification of the Material:** A description of the infringing material and the URL (link) or specific location on the Xluty Platform where it is located, sufficient for us to locate it.
4. **Contact Information:** Your address, telephone number, and email address.
5. **Good Faith Statement:** A statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law.
6. **Accuracy Statement:** A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

### 3.4.3. Counter-Notice

If you believe your content was removed by mistake or misidentification, you may submit a Counter-Notice to the email address above. The Counter-Notice must include your contact info, identification of the removed material, and a statement under penalty of perjury that you have a good faith belief the material was removed in error.

### 3.4.4. Repeat Infringer Policy

It is Xluty' s policy to disable and/or terminate the accounts of users who are found to be repeat infringers. We reserve the right to terminate access to our Platform for any user who violates third-party copyright rights, whether or not there is any repeat infringement.

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## 4. HOSTING USAGE AND DATA BACKUP

**4.1 Acceptable Use Policy** You agree not to misuse the Platform' s hosting resources for:

- Cryptocurrency mining.
- Launching DDoS attacks or network scanning.
- Distributing malware or phishing sites.
- Excessive resource consumption (e.g., massive web scraping) that degrades Platform performance.

**4.2 Circuit Breaker Mechanism** To protect the integrity of the Platform, we reserve the right to automatically suspend or throttle any application that exhibits abnormal resource consumption (e.g., sudden spikes in CPU or bandwidth usage) without prior notice.

**4.3 Data Backup Obligation (Crucial)** While we employ technical measures (such as off-site disaster recovery backups) to protect data, **you acknowledge that you are solely responsible for backing up your critical business data.** The Platform shall not be liable for any data loss

resulting from underlying cloud provider failures, ransomware attacks, user error, or Force Majeure events. Our liability for data loss is strictly limited to assisting in the recovery of the most recent available Platform backup.

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## 5. FEES AND PAYMENTS

**5.1 Billing** Services are offered under subscription plans or Pay-As-You-Go models. Specific limits (e.g., deployment caps, bandwidth quotas) are detailed on the Pricing Page.

**5.2 Price Adjustments** We reserve the right to adjust pricing based on operational costs (e.g., price fluctuations from upstream cloud providers). We will provide at least seven (7) days' notice via email or website announcement before any price change takes effect. Continued use of the Service constitutes acceptance of the new pricing.

**5.3 Refund Policy** Except as required by law, **fees paid for consumed computing resources (including but not limited to API Tokens, Server Runtime, and Data Transfer) are non-refundable.**

### 5.3.1. Subscription Cancellation

You may cancel your subscription at any time through your account dashboard.

- **Effect of Cancellation:** Upon cancellation, your service will remain active until the end of the current billing cycle. You will not be charged for the subsequent cycle.
- **No Partial Refunds:** We do not provide refunds or credits for partial months or unused time remaining in your subscription period, except as provided in Section 4 below.

### 5.3.2. Non-Refundable Items (Compute Resources)

Due to the irreversible nature of AI computation, the following are **strictly non-refundable** once consumed:

- **AI Generation Tokens:** Any costs associated with code, image, or text generation.
- **Server Runtime:** Costs incurred for hosting and running your applications.
- **Add-on Credits:** Pay-as-you-go credits purchased for extra usage.

### 5.3.3. 7-Day Money-Back Guarantee (Conditional)

We offer a 7-day money-back guarantee for **first-time subscribers only**, subject to the following strict condition:

- **You must NOT have used any AI generation features** (i.e., you have not consumed any GPU compute resources or Tokens).
- If you have generated code, deployed an app, or utilized the AI models within the 7-day period, **you waive your right to this refund**, as costs have already been incurred by the Platform.

#### 5.3.4. Refunds for Technical Failures

If you are unable to use the Service due to a **major technical failure** caused by Xluty (e.g., continuous service outage exceeding 24 hours), you may request a refund.

- We will evaluate such requests on a case-by-case basis.
  - Compensation may be issued as a pro-rated refund for the downtime or as **Service Credits** for future use.
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## 6. DISCLAIMERS AND LIMITATION OF LIABILITY

**6.1 "AS IS" Disclaimer** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**6.2 Limitation of Liability (Cap)** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUMULATIVE LIABILITY OF THE XLUTY TEAM FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, **SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO THE PLATFORM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT.** FOR FREE TIER USERS, LIABILITY SHALL NOT EXCEED USD \$20.00.

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## 7. TERMINATION

We reserve the right to immediately suspend or terminate your access to the Services, without refund, if you violate any provision of this Agreement, particularly Section 3.3 (Prohibited Content) or Section 4.1 (Acceptable Use).

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## 8. GOVERNING LAW AND DISPUTE RESOLUTION

**8.1 Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the **Hong Kong Special Administrative Region**, without regard to its conflict of law principles.

**8.2 Arbitration** Any dispute, controversy, difference, or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach, or termination thereof, shall be referred to and finally resolved by arbitration administered by the **Hong Kong International Arbitration Centre (HKIAC)** under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong.

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## 9. CONTACT INFORMATION

If you have any questions regarding this Agreement, please contact us at:

- Email:** [contact@support.xluty.com](mailto:contact@support.xluty.com)
- Website:** <https://www.xluty.com>

## Xluty 平台用户服务协议 (Terms of Service)

版本号: 1.0 生效日期: 2026年 1月 1日

### 前言

欢迎使用 Xluty AI Platform（以下简称“本平台”）。本协议是您（以下简称“用户”或“您”）与 **Xluty 团队**（以下简称“我们”或“平台方”）之间关于使用本平台提供的 AI 应用构建、云端托管及分发服务所订立的法律契约。

请在注册或使用本服务前仔细阅读本协议。一旦您使用本平台，即视为您已阅读、理解并同意受本协议条款的约束。

### 第一条：服务内容与技术说明

**1.1 服务定义** 本平台利用人工智能技术协助用户生成 Web 应用程序代码，并提供基于 Serverless（无服务器）架构的自动化部署及托管环境。

**1.2 技术特性与冷启动** 用户理解并同意，本平台采用 Serverless 架构以优化成本和资源效率。因此，您的应用实例可能会在长时间无访问后自动休眠，再次访问时可能存在短时间的启动延迟（即“冷启动”）。这属于正常技术现象，不视为服务故障。

**1.3 AI 实验性声明** 本平台旨在降低开发门槛，但 AI 生成的代码具有实验性。我们不保证 AI 生成的代码在所有场景下的绝对准确性、安全性或无 bug。用户在使用生成代码投入生产环境前，应进行必要的人工审查和测试。

### 第二条：账户安全与数据隐私

**2.1 账户责任** 您有责任妥善保管您的账户凭证。任何通过您的账户发出的指令（包括 API 调用、资源购买、应用发布）均视为您本人的行为，由此产生的费用 and 法律责任由您承担。

**2.2 API Key 托管** 若您选择在平台配置您的私有 AI 模型 API Key，我们将采取行业标准（如 AES 加密）措施进行存储和保护。我们承诺绝不主动泄露您的 Key，但不对第三方供应商（如 OpenAI, Anthropic）的服务中断负责。

**2.3 模型训练承诺（重要）** 我们郑重承诺：我们不会使用您的私有数据、上传的代码、数据库内容或 API Key 来训练、微调我们的通用基础 AI 模型，也不会将其出售给第三方模型供应商。您的数据仅用

于为您提供服务及改善您的特定使用体验。

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## 第三条：知识产权与内容规范

### 3.1 输入与输出权属

- **输入：** 您输入的提示词（Prompts）和素材归您所有。
- **输出：** 在法律允许的范围内，您利用本平台生成的应用代码、图像及文本，**其知识产权归您所有。** 您可以将其用于商业用途（包括出售您制作的 App）。

**3.2 平台授权** 为提供托管和分发服务，您授予本平台在全球范围内、非独占、免版税的许可，允许本平台存储、运行并在“应用市场”中展示您设置为“公开”的应用。

**3.3 禁止内容（红线）** 严禁利用本平台生成、托管或传播以下内容：

- 违反当地法律法规的内容（如色情、赌博、暴力、恐怖主义）。
- 侵犯第三方知识产权的内容。
- 恶意代码、病毒、网络攻击工具。

### 3.4 版权侵权通知

Xluty 尊重他人的知识产权。如果您认为本平台上托管的任何用户生成应用（App）或内容侵犯了您的版权，请按照以下指引通知我们。我们将根据《数字千年版权法案 (DMCA)》及相关法律迅速处理。

**3.4.1. 通知的提交** 请将版权投诉发送至：[legal@support.xluty.com](mailto:legal@support.xluty.com) 邮件标题请注明：**【侵权投诉】**

#### 3.4.2. 通知必须包含的信息

- 您的电子签名或实体签名。
- 您声称被侵权的原始作品的描述。
- 侵权内容在 Xluty 平台上的具体位置（URL）。
- 您的联系方式（地址、电话、邮箱）。
- 一份声明，表明您确信该使用行为未获得版权拥有者的授权。

**3.4.3. 我们的处理措施** 一经核实，我们将立即**下架或断开**涉嫌侵权内容的链接，并通知上传该内容的用户。对于屡次侵权的用户，我们将永久封禁其账户。

#### 3.4.4. 针对屡次侵权用户的政策 (Repeat Infringer Policy)

Xluty 的政策是：对于被认定为屡次侵权的用户，我们将禁用或终止其账户。此外，我们保留针对任何侵犯第三方版权的用户终止其平台访问权限的权利，无论该用户是否涉及屡次侵权行为。

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## 第四条：托管规范与数据备份

**4.1 禁止滥用资源** 严禁利用本平台的托管资源进行以下活动：

- 加密货币挖矿。
- 发起 DDoS 攻击或网络扫描。
- 大规模爬虫或异常消耗服务器带宽的行为。

**4.2 熔断机制** 对于资源消耗异常（如 CPU 或流量短时间内激增）且未及时付费的应用，平台保留在不预先通知的情况下自动暂停或限制该应用的权利，以保护平台整体稳定性。

**4.3 数据备份义务（重要）** 尽管本平台会采取定期备份等技术手段保障数据安全（如异地容灾），但**用户仍有义务自行备份其关键业务数据**。对于因底层存储故障（如云服务商极小概率的硬件故障）、勒索软件攻击、用户误操作或不可抗力导致的数据丢失，本平台承担的责任仅限于协助恢复最近一次的平台备份（如有），而不对数据的商业价值承担赔偿责任。

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## 第五条：费用与退款

**5.1 计费模式** 平台提供多种订阅及按量付费套餐。具体功能限制（如部署上限、流量限额）以定价页面公示为准。

**5.2 价格调整** 平台保留根据运营成本（如上游云厂商价格波动）调整服务价格的权利。价格调整将至少提前 7 天通知用户。用户在价格调整生效后继续使用服务，即视为同意新价格。

**5.3 退款政策** 除法律规定或平台重大过失外，**对于已消耗的计算资源（包括但不限于 API Token、服务器运行时长、流量费），平台不予退款**。订阅制服务取消后，将在当前计费周期结束后停止扣费。

**5.3.1. 订阅取消** 您可以随时在后台取消订阅。取消后，您的服务将持续有效直至当前计费周期结束。在周期结束后，我们不再进行扣费。

**5.3.2. “算力消耗” 概不退款原则** 由于 AI 计算资源的特殊性（一经消耗无法回收），**对于所有已消耗的 Token、API 调用次数或服务器运行时长，我们不提供退款**。

**5.3.3. 7天无理由退款的例外情况** 仅针对**首次订阅且未使用任何 AI 生成功能**的新用户，我们在订单完成后 7 天内接受全额退款申请。一旦您使用了生成功能（即消耗了算力），即视为放弃该退款权利。

**5.3.4. 技术故障退款** 若因 Xluty 平台自身重大技术故障（如服务连续中断超过 24 小时）导致您完全无法使用服务，我们将根据中断时长按比例退还当月订阅费或补偿等额的 Credits。

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## 第六条：免责声明与责任限制

**6.1 “按原样” 提供** 本服务按“现状”和“可获得”的状态提供。我们不保证服务不会中断，也不保证服务的及时性、安全性或无错误。

**6.2 赔偿上限（Cap）** 在法律允许的最大范围内，Xluty 团队对用户承担的全部赔偿责任（无论是基于合同、侵权或其他原因），**上限为该用户在引起索赔事件发生前 12 个月内向本平台实际支付的服务费用总额**。若用户仅使用免费服务，则最高赔偿额不超过人民币 100 元。

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## 第七条：协议终止

若您违反本协议（特别是第 3.3 条禁止内容或 4.1 条资源滥用），我们有权立即终止您的服务，封禁账号，且不退还剩余余额。

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## 第八条：法律管辖

**8.1 管辖法律** 本协议受 **中国香港特别行政区** 法律管辖，并排除冲突法的适用。

**8.2 争议解决** 若发生争议，双方应友好协商；协商不成，任何一方均可将争议提交至 **香港国际仲裁中心 (HKIAC)**，按照其届时有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

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## 第九条：联系方式

如您对本协议有任何疑问，请通过以下方式联系我们：

- **电子邮件：** [[contact@support.xluty.com](mailto:contact@support.xluty.com) 或 你的邮箱]
- **官方网站：** <https://www.xluty.com>