

Terms of Use

Last updated: 1/13/25 by Binat, Inc.

Thank you for using binat.us!

These Terms of Use apply to your use of binat.us's video processing services, including any associated software applications and websites (collectively, "Services"). By using our Services, you agree to these Terms. If you do not agree to these terms, please do not use our Services. These Terms constitute a legal agreement between you and Binat, Inc.

1. Acceptance of the Terms

By accessing or using the Services provided by Binat, Inc., you agree to be bound by these Terms of Use. Binat, Inc. reserves the right to update and change these terms at any time without prior notice. Your continued use of the Services after such changes constitutes your consent to the updated terms.

2. Service Description

Binat.us offers a **free video processing service for demonstration purposes**, as well as a **standalone application**, which is free to use but includes paid online features. Online features consume tokens purchased by users. Details on token-based pricing and packages are available at <https://account.binat.us/auth/pricing>.

Our Services include video annotation, online searches, dialogue analysis, and related features. Users are allowed to upload videos within certain quotas. While we aim to deliver accurate results, we make no guarantees regarding the completeness or accuracy of our processing.

3. User Obligations

- **Accuracy of Information:** Users are responsible for ensuring that all information they submit is accurate, complete, and up-to-date.
- **Legal Ownership and Permissions:** By uploading videos or other content, you affirm that you either own the content or have the necessary rights, consents, and permissions to allow Binat, Inc. to process this content.
- **Content Responsibility:** Users agree to indemnify and hold Binat, Inc. harmless from any claims related to the content they submit, including copyright infringement or violations of third-party rights.
- **Prohibited Content:** Users agree not to upload content that is unlawful, fraudulent, abusive, or otherwise objectionable. Binat, Inc. reserves the right to refuse service or remove content at its discretion.

4. Content and Conduct

- **Content Ownership:** Users retain all ownership rights to their content. By submitting content, you grant Binat, Inc. a worldwide, non-exclusive, royalty-free license to process and display the content as part of our Services.
- **Prohibited Use:** Users agree not to post or transmit content that violates any applicable laws or regulations.
- **Third-Party Integrations:** Binat, Inc. uses third-party tools to process user content and does not guarantee confidentiality when such tools are involved.

5. Video Storage and Retention

Uploaded videos are stored on Binat.us servers for up to **30 days**, after which they are automatically deleted. This retention period is not guaranteed, and videos may be deleted sooner without notice. Users are responsible for maintaining their own backups.

6. Refund Policy

Binat, Inc. provides refunds under the following terms:

1. Eligibility for Refunds

Refunds are available only for **unused tokens** purchased as part of a token package. Tokens that have been partially used or fully consumed are not eligible for refunds.

2. Refund Request Timeline

Refund requests must be submitted within **14 days** of the purchase date. Requests received after this period will not be eligible for consideration.

3. Refund Process

- To request a refund, users must contact Binat, Inc. at services@binat.us with the following information:
 - Proof of purchase (e.g., receipt or transaction ID).
 - The number of unused tokens remaining in the package.
- Refunds will be processed to the original payment method within **7 business days** of approval.

4. Non-Refundable Cases

- Refunds are not available for:
 - Tokens that have been partially used.
 - Subscription fees or one-time payments unrelated to token purchases.
 - Free tokens granted as part of promotional offers or bonuses.

5. Compliance with Paddle Terms

This Refund Policy is aligned with Paddle's Buyer Terms (<https://www.paddle.com/legal/checkout-buyer-terms>). By purchasing tokens, you agree to these terms.

7. Disclaimer of Warranties

The Services are provided “as is” and “as available.” Binat, Inc. disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Use of the Services is at your own risk.

7. Limitation of Liability

Binat, Inc. shall not be liable for indirect, incidental, or consequential damages arising from your use of the Services, including loss of profits, data, or goodwill.

8. General Conditions

- **Jurisdiction:** These Terms are governed by the laws of the State of Florida, USA. Any disputes shall be resolved in the courts of Florida.
- **Severability:** If any provision is deemed unenforceable, the remaining provisions remain valid.
- **No Waiver:** Failure to enforce a provision does not constitute a waiver.

9. Termination

Binat, Inc. may terminate your access to the Services for any reason, including violations of these Terms. Upon termination, your right to use the Services ceases immediately.

10. Data Privacy and Security

- **Third-Party Services:** We use third-party tools to process data and cannot guarantee confidentiality for data handled by those tools.
- **Exposure to Third Parties:** Users acknowledge that uploading videos may expose data to third-party systems.
- **Personal Data:** Users are responsible for ensuring that their uploaded videos comply with privacy regulations. Binat, Inc. is not liable for breaches or unauthorized access.

11. Contact Information

Questions about these Terms of Use or refund requests can be directed to us at:

Email: services@binat.us