

App terms & conditions

Cutout Pty Ltd – App terms & conditions

ABN: 66 689 986 990

Effective date: 12 February 2026

1. Introduction

These Terms & Conditions (“Terms”) govern use of the Cutout mobile application, web dashboard, and related services (together, the “services”), operated by Cutout Pty Ltd (“Cutout”, “we”, “us”, or “our”).

By accessing or using the services, you agree to these Terms. If you do not agree, you must not use the services.

Cutout provides tools that allow users to:

- Record and analyse training performance
- Capture and review workout data
- Participate in structured programs
- Manage teams, classes, or training groups

The services may be used by:

- Individual consumers
- Coaches and professionals
- Schools, universities, and institutions
- Sporting organisations and clubs

2. Institutional use

Where the services are provided by a school, university, sporting organisation, or other institution (“institution”):

- The institution may create and manage accounts
- The institution may control access to sessions and data
- The institution is responsible for obtaining required permissions or consents

Users accessing Cutout through an institution agree that:

- Their account may be managed by that institution
- Coaches or authorised staff may access session data
- The institution’s policies may also apply

3. Eligibility

- Minimum age to use the services: 9 years
- Users under 18 must have parental/guardian or institutional permission
- Users must provide accurate information during registration

Cutout may suspend accounts where information is false or misleading.

4. Account registration

To use core features, users must create an account or be added to an institutional account.

Authentication is managed through secure infrastructure (including AWS Cognito).

Users are responsible for:

- Maintaining password confidentiality

- Preventing unauthorised access
- Not sharing login credentials

Users must notify Cutout of suspected unauthorised use.

5. Subscriptions & payments

Paid features may be offered via subscription.

Individual users

Consumers may subscribe to access training tools and analytics.

Coaches and professionals

Professional plans may be required to manage teams or clients.

Institutional customers

Institutions may purchase licences or subscriptions for staff and students.

Payments

Payments may be processed via:

- Apple App Store
- Google Play
- RevenueCat
- Direct institutional invoicing (where applicable)

Fees are non-refundable except where required by law.

Users are responsible for any applicable taxes.

6. Intellectual property

Users retain ownership of content they upload, including workout videos.

By uploading content, users grant Cutout a worldwide, royalty-free licence to:

- Store
- Process
- Display
- Analyse

This licence is limited to operating and improving the services.

Content will not be used for external marketing without consent.

Users must not:

- Copy platform content
- Resell platform features
- Distribute content outside authorised use

without written permission.

7. Acceptable use

Users must not:

- Upload unlawful or inappropriate content
- Harass or impersonate others
- Attempt to hack or disrupt the platform
- Access data without authorisation
- Use the platform for unauthorised medical advice

Institutions are responsible for ensuring appropriate use by their staff and students.

Cutout may suspend accounts for misuse.

8. Health & fitness disclaimer

The services provide performance tracking and training insights only.

Cutout:

- Is not a medical service
- Does not provide medical advice
- Does not replace professional healthcare

Participation in physical activity carries risk.

Users participate voluntarily and at their own risk.

To the extent permitted by law, Cutout is not responsible for injuries arising from training or use of the services.

Users should consult a qualified professional before beginning training programs.

9. Data, privacy & AI use

Cutout collects and processes data necessary to operate the platform, including:

- Account details
- Performance metrics
- Workout videos
- Session participation

Data is stored securely using encrypted infrastructure.

We do not sell personal data.

We do not use data for advertising.

AI improvement

With appropriate consent, anonymised or controlled data may be used to improve analysis accuracy.

Institutions may request restrictions on such use.

All processing complies with:

- Our privacy policy
- Applicable privacy laws
- Institutional agreements

10. Coaches, trainers & institutional users

Professional responsibility

Coaches and institutions are responsible for:

- Athlete/student safety
- Obtaining consent for filming
- Ensuring appropriate supervision
- Using data responsibly

Client/student consent

Where users upload videos of others, they must ensure appropriate consent has been obtained.

Commercial use

Platform content may not be resold or redistributed outside Cutout without permission.

11. Termination

Cutout may suspend or terminate accounts where:

- These Terms are breached
- Illegal activity occurs
- Platform integrity is at risk

Users may cancel subscriptions at any time via their app store or platform.

Upon termination:

- Access may be removed
- Data may be deleted
- Some data may be retained where required by law

12. Liability

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

- Indirect losses
- Consequential damages
- Training injuries
- Third-party misuse

Users agree to indemnify Cutout for claims arising from misuse of the services.

Nothing in these Terms excludes rights under Australian Consumer Law.

13. Dispute resolution

Parties agree to attempt good-faith resolution first.

If unresolved, disputes may proceed to mediation or arbitration in New South Wales, Australia.

14. Governing law

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

15. Changes to terms

We may update these Terms periodically.

Continued use of the services after updates constitutes acceptance of the revised Terms.

16. Contact

Cutout Pty Ltd
info@cutout.fit
173 Hastings Parade
North Bondi NSW 2026