

KGO | ウェブサイト利用規約

2026年01月05日発効

Dear Visitors,

Thank you for visiting <https://kgo.cyberailabs.ai/> (the "Website").

By visiting the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and the terms and conditions of our Privacy Policy (collectively, the “Agreement”). If you do not agree to any of the terms, you may not access or use the Website.

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the Website, or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modification on the Website. By continuing to access or use the Website after we have posted a modification on the Website, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Website.

1. USE OF PERSONAL DATA

Your use of the Website may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy, which is hereby incorporated by reference in its entirety.

2. OWNERSHIP AND THIRD PARTY CLAIMS

2.1 The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Website (“Materials”) belong to us and/or our third party licensors, and are protected under intellectual property laws and other relevant laws. Except as expressly authorized by us under the Agreement, you may not make use of, copy, reproduce, distribute, disseminate, sell, publish, circulate, modify or incorporate the Materials in any way, whether in whole or in part. Other product and company names mentioned in the Agreement may also be the trademarks of their respective owners.

2.2 Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Website and Materials solely for your personal, non-commercial use. We will not hesitate to take legal action against any unauthorized use of our trademarks, names or intellectual property to protect and restore our rights. We reserve all rights to the Materials not granted expressly in these Terms of Use.

2.3 In the unlikely event that there is any claim made against you on the ground that the Materials infringe any third party's intellectual property rights, please provide us with all relevant information immediately. Our contact information is at the end of this page.

3. USAGE GUIDELINES

You agree to use the Website for personal and non-commercial use and, above all, fairly and lawfully. By using the Website, you agree not to:

1. use the Website for any unlawful, unauthorised or illegal purpose or in violation of any local, state, national, or international law;
2. use the Website in connection with any direct or indirect commercial purposes, including in connection with any paid workflows or as a value-added component of a commercial product or service;
3. use the Website in connection with any direct or indirect political advertising or purposes;
4. impersonate any other person, user or company;
5. remove, disable, damage, interfere with or circumvent any feature of the Website, including any security or access control mechanism or features that prevent or limit use or copying of any content;
6. use web scraping, web harvesting or web data extraction methods to extract data or Material or personal information or any other information from the Website;
7. provide archived or cached data sets containing our Materials or any other information or data or content to another person or entity;
8. use any Materials or any any of our information or data or content collected from the Website for the development or use of any software program, application, model or website, including, but not limited to, an artificial intelligence system, natural language model, large language model or machine learning;
9. make modifications to, disassemble, decompile or reverse engineer or otherwise attempt to discover the source code of any portion of the Website, except to the extent that such restriction is expressly prohibited by law;

10. interfere with the operation of the Website or any visitor's enjoyment of the Website, including by:
 - a. uploading or otherwise disseminating any virus, adware, spyware, trojan horse, worm, malicious code, links to phishing website or other harmful programmes or technologies or malicious content or code that could impact the operation of the Website or any computer or other device; or
 - b. interfering with or disrupting any network, equipment, or server connected to or used to provide the Website;
 - c. use or take part (directly or indirectly) in the use of cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Website;
 - d. disrupt, interfere with or otherwise adversely affect the normal flow of the Website or otherwise act in a manner that may negatively affect other visitors' experience when using the Website;
11. use the Website for any kind of surveillance or spying;
12. sell or otherwise transfer the access granted under the Agreement or any Materials or any right or ability to view, access, or use any Materials; or
13. harm us or our visitors in any way.

4. DISCLAIMERS

4.1 The Website and its contents are provided on an **"AS-IS"** and **"AS-AVAILABLE"** basis. We make no representations or warranties of any kind express or implied as to the operation and provision of the Website or any part thereof. Under no circumstance do we guarantee that the Website will be uninterrupted, secure, safe, timely or free from errors, delays or disruptions. We also do not make any warranty of our Website with regard to the merchantability, technical compatibility, title, non-infringement, fitness for any particular purpose, security and freedom from computer virus or other harmful code.

4.2 We do not guarantee the accuracy and integrity of any external links that may be accessible by using the Website and/or any external links that have been placed for the convenience of you. We shall not be responsible for the content of any third party linked site or any link contained in a third party linked site, and we shall not be held responsible or liable, directly or indirectly, for any loss or damage in connection with the use of the Website by you. Moreover, we shall not bear any responsibility for the content of any webpage that you may be directed via an external link that is not under our control.

4.3 NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY US OR OUR SUPPLIERS WITH REGARD TO A PRODUCT SOLD BY US TO YOU, OR ANY WARRANTY ON A PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) OUR LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY US OR OUR AFFILIATES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST US OR OUR AFFILIATES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

4.4 Some jurisdictions do not allow for the exclusion of implied warranties, so some of the above exclusions may not apply to you.

5. INDEMNITY AND LIMITATION OF LIABILITIES

5.1 To the extent permissible by law, we shall not be liable in any way for the quality, timeliness, accuracy or completeness of the Website and shall not be responsible for any consequences which may arise from your use of such Website.

5.2 To the extent permitted by applicable laws, you expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or any other intangible losses resulting from: (a) the use or the inability to use the Website; (b) unauthorized access to or alteration of your transmission or data; (c) statements or conduct of any third party, (d) any other matter relating to the Website or this Agreement (whether based on contract, tort or otherwise, and whether or not we have been advised of such damages). We shall also not be liable to you or any third party under any circumstances for damages or costs arising out of or in connection with your unauthorised use of the Website (including your failure to comply with applicable applicable local, state, federal or international laws, especially laws governing recordings of conversations or calls), or any private or governmental legal action related to your use of the Website in any country. Even if we were found liable, WE SHALL NOT BE LIABLE TO YOU FOR MORE THAN ONE HUNDRED DOLLARS (\$100). YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO US DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND OUR EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH US IS TO STOP USING THE WEBSITE.

5.3 NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR

WILLFUL MISCONDUCT OR FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD BY US.

5.4 You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Website, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Website or any content or other material used or displayed through the Website and agree to limit your claims to claims for monetary damages.

5.5 YOU RELEASE US, OUR AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS AND AGENTS FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, DISPUTE, OR DAMAGES (TOGETHER, “CLAIM”), KNOWN AND UNKNOWN, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD-PARTIES. YOUR RIGHTS WITH RESPECT TO US AND OUR AFFILIATES ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF YOUR TERRITORY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR WEBSITE, DO NOT PERMIT IT.

5.6 You agree to indemnify, defend and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim, demand, damages or other losses, including reasonable attorneys’ fees, asserted by any third-party resulting from or arising out of your use of the Website, or any breach by you of this Agreement, however the foregoing does not apply if the infringement of rights is not attributable to your intentional or negligent behavior.

6. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and/or your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

7. DISPUTE RESOLUTION

7.1 These Terms shall be governed by and construed in accordance with the laws of Singapore, without regard to choice of law principles.

7.2 If you are a consumer and subject to the applicable consumer laws of your country of residence, you may resolve your claim in any competent court in that country that has jurisdiction over the claim. In all other cases, you agree that your claim arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, must be resolved exclusively in the competent court with jurisdiction over our registered address, and that you submit to the personal jurisdiction of such courts. Without prejudice to the foregoing, you agree that, in our sole discretion, we may also bring any claim that we have against you arising out of or in connection with the Agreements in the country in which you reside that has jurisdiction over the claim.

7.3 If you ever wish to seek any relief from us, you agree to waive the ability to pursue class action (where applicable).

7.4 TO THE EXTENT PERMITTED BY LAW, ANY CLAIM BY YOU OR US AGAINST THE OTHER MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM ARISES; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU OR WE WILL NO LONGER HAVE THE RIGHT TO ASSERT THAT CLAIM.

8. COOKIES & TRACKING TECHNOLOGIES

We may use cookies, pixels, and similar technologies, including third-party services to understand how the website is used and to improve performance and user experience. These technologies may collect information such as IP address, device identifiers, browser type, usage statistics, and crash reports. Some of this data may be personally referable under applicable laws. We will ask for your prior consent before enabling such tracking technologies, except where they are strictly necessary for the operation or security of the website. You may withdraw your consent at any time by adjusting your browser or device settings.

9. MISCELLANEOUS

9.1 The Agreement forms the entire agreement between you and us regarding your use of the Website.

9.2 You may not assign or transfer your rights or obligations under the Agreement, in whole or in part, by operation of law or otherwise (and you may not delegate your duties under them) without our prior written consent. We may assign our rights or obligations under the Agreement (in whole or in part) at any time without notice or consent.

9.3 The failure to require performance of any of the provisions forming the Agreement by you or us will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of the Agreement, be a waiver of any breach or default or a waiver of the provision itself. No waiver or modification of any term of this Agreement will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

9.4 If any part of these Terms is held to be invalid or unenforceable, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement.

9.5 To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

9.6 Where we have provided you (directly or indirectly) with a translation of English language version of the Agreement (including these Terms and the [Privacy Policy](#)), you agree that the translation is provided for your convenience only and that the English language version of the Agreement will govern your usage of the Website. If there is any contradiction between what the English language version of the Agreement says and what a translation says, then the English language version shall prevail.

9.7 You acknowledge that the rights granted and obligations made under this Agreement are of a unique and irreplaceable nature, the loss of which shall irreparably harm us and which cannot be replaced by monetary damages alone so that we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

9.8 We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, pandemics, nationwide IT networks attacks or failures, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

10. FEEDBACK AND CONTACT

10.1 We are happy to and we may periodically solicit suggestions from our users. You may, at your own will, also provide unsolicited suggestions of any kind (e.g. ideas on product development or features, artwork, musical or audiovisual works, concepts or any other creative materials) in any format or manner (“Unsolicited Content”).

10.2 If you submit Unsolicited Content or send us any other feedback, you agree that any feedback provided will be used by us in an unrestricted manner and treated as non-confidential information. Please do not share anything that contains new or original ideas which you may want to claim any form of proprietary rights in, now or in future. If you insist on sending us new or original ideas or creative materials, then you are deemed to have agreed that: (a) your Unsolicited Content, feedback and their contents will automatically become our intellectual property, without any compensation to you; (b) you will not assert against us any rights or ownership and you will not claim any compensation in respect of any such Unsolicited Content or feedback; (c) we may use or redistribute the Unsolicited Content, feedback and their contents for any purpose and in any way we deemed fit; (d) there is no obligation for us to evaluate any ideas or material that you submit to us; and (e) there is no obligation to keep the Unsolicited Content or any such ideas or material confidential.

10.3 If you need to contact us or seek clarification, you may contact us as follows:

Name: CYBER AI LABS PTE. LTD.

Address: Akasaka 8-11-26 + SHIFT NOGIZAKA 2F, Minato-ku, Tokyo 107-0052

Attn: Customer Service

EMAIL: kgo.support@cyberailabs.ai