Cybernetic Automation - End-User License Agreement (EULA)

Last Updated: March 2025

This End-User License Agreement (EULA) is a legal agreement between you (the user) and Cybernet Automation Pty Ltd regarding the use of Cybernetic Automation.

🚨 Important Notices:

- Cybernetic Automation is an independent software tool not affiliated, endorsed, or authorized by Mandelay Kft. or any related entities.

- The software does not modify, override, or enhance Scio/Mandelay software in any way.

- Your use of Cybernetic Automation is at your own risk.

By installing, accessing, or using Cybernetic Automation, you agree to be bound by this agreement. If you do not agree, do not install or use the software.

1. License Grant & Restrictions

Cybernetic Automation is licensed, not sold. Upon purchase, you are granted a non-exclusive, non-transferable, revocable license to use the software under the following conditions:

✅ Permitted Use:

- The license is for a single user only.

- The software may be used only for its intended purpose of automating user interactions with Scio/Mandelay software.

🚫 Prohibited Activities:

- Reselling, sublicensing, or sharing the software with others.

- Reverse-engineering, decompiling, modifying, or bypassing security mechanisms.

- Automating access beyond its intended use (e.g., using the software as part of a commercial SaaS service).

- Users are responsible for ensuring that Cybernetic Automation is compatible with their existing setup and does not conflict with any manufacturer-imposed restrictions in Scio/Mandelay software.

🚨 Restrictions on Use with Scio/Mandelay Software

- Cybernetic Automation does not function as a medical tool and cannot be used for medical diagnosis or treatment.

- Users must follow all manufacturer guidelines, warnings, and safety instructions for Scio/Mandelay software.

- Cybernetic Automation does not override or interfere with Scio/Mandelay's internal security, compliance, or operational functions.

- Users assume full responsibility for any consequences of using Cybernetic Automation in combination with Scio/Mandelay software.

- Users are solely responsible for ensuring that their use of Cybernetic Automation complies with the End-User License Agreement (EULA) and terms of service of Mandelay/Scio software. Cybernetic Automation does not override or modify any agreements imposed by Mandelay Kft.

- Cybernetic Automation **operates solely as an automation tool for simulating keystrokes** and does not interpret, collect, or alter any data processed by Scio/Mandelay software. It does not interface with biofeedback technology or provide any medical or analytical benefits.

- Cybernetic Automation does **not run independently** and requires an active SCIO software session. Users retain full control over the software and can **stop automation at any time** through the software or by closing Cybernetic Automation or powering off the SCIO device.

2. Subscription, Activation & Expiry

- The software requires an active monthly subscription via Paddle (Merchant of Record).

- If the subscription is inactive, the software will stop working.

- If offline, users may open the software up to 20 times before it requires reactivation.

- The software includes a built-in expiry date to enforce version updates.

- Users must install updates to maintain software functionality.

3. Payments, Cancellations & Refunds

- Payments are processed by Paddle.

- Auto-renewal: The subscription renews automatically unless canceled before the billing cycle ends.

- Cancellation: Users can cancel anytime, but the software remains active until the end of the billing period.

- Refunds: Refunds are only granted where required by law (e.g., a 7-day refund if applicable). No refunds for failure to cancel before renewal.

4. Software Updates & Expiry

- Users must update the software regularly.

- Older versions may stop functioning due to the built-in expiry date.

- We are not responsible for any issues caused by failure to update the software.

5. Third-Party Software Compliance

Cybernetic Automation requires the following third-party components:

- PySide6 (LGPL License)

- Tesseract OCR (must be installed separately)

- PyAutoGUI and other automation-related libraries

These components are not maintained by Cybernet Automation Pty Ltd, and their continued compatibility with the Software is not guaranteed. Any malfunctions, errors, or inaccuracies resulting from these third-party components are not the responsibility of Cybernet Automation Pty Ltd.

Users must comply with the terms of these third-party licenses.

6. Limitation of Liability & No Warranties

🚨 No Warranties or Guarantees Regarding Third-Party Software

- Cybernetic Automation is provided 'as is', without any warranties, express or implied. The company is not responsible for data loss, software conflicts, hardware damage, or system failures. No liability for third-party services, including Paddle, Scio/Mandelay Software, or Tesseract OCR. The software relies on third-party detection methods such as Tesseract-OCR and is not infallible.

- Users acknowledge that alarms may not always be detected, and Cybernet Automation Pty Ltd shall not be held liable for any consequences arising from an undetected alarm. If the software fails to stop when an alarm is detected, users are responsible for manually stopping the software or turning off their Scio device to prevent further actions.

🚨 Scio/Mandelay Software Disclaimer

- Cybernetic Automation does not modify, control, or enhance Scio/Mandelay software.

- The software only facilitates user interactions (simulated key presses) and does not override security, compliance, or medical restrictions.

- Any issues, failures, or risks associated with Scio/Mandelay software remain the responsibility of the manufacturer (Mandelay Kft.).

- Users assume full responsibility for their use of both Cybernetic Automation and Scio/Mandelay software.

- Cybernetic Automation does not claim any affiliation with Mandelay Kft. or its products. If Mandelay Kft. expresses concerns or objections regarding the use of this software, Cybernet Automation Pty Ltd will review such concerns in good faith but retains the right to distribute and market its software independently.

7. Privacy & Data Collection

- Cybernetic Automation only collects your email address for activation.

- All payment data is processed by Paddle—Cybernet Automation Pty Ltd does not store payment details.

- Users can request data deletion by contacting: Support@CyberneticAutomation.Online

🚨 No Data Sharing with Scio/Mandelay

- Cybernetic Automation does not collect, process, or share any data with Scio/Mandelay or affiliated entities.

- The software operates independently and does not access, modify, or store medical or biofeedback data from Scio/Mandelay software.

8. Termination of License

The license is subject to termination if the user:

🚫 Violates any terms of this agreement.

🚫 Attempts to hack, bypass security, or reverse-engineer the software.

🚫 Engages in fraudulent activities, including false refund claims.

🚫 Cybernet Automation Pty Ltd is not liable for any legal claims, cease-and-desist requests, or service restrictions imposed by Mandelay Kft. or any third party regarding the use of Cybernetic Automation. Users are solely responsible for ensuring compliance with all applicable software agreements and licensing conditions.

If terminated, the software will automatically disable itself.

9. Governing Law & Dispute Resolution

- This agreement is governed by South African law.

Dispute Resolution Process:

1. Mediation – Disputes must first go through mediation.

2. Binding Arbitration – If unresolved, disputes proceed to arbitration, where decisions are final.

3. Legal Action (last resort) – If necessary, legal action may be pursued, but each party must bear its own legal costs.

10. Legal Disclaimer

Cybernetic Automation is not affiliated with, endorsed by, or officially supported by Mandelay Kft or Scio software. Any issues or disputes arising from the use of Cybernetic Automation with Mandelay/Scio software are the sole responsibility of the user. Cybernet Automation Pty Ltd shall not be held responsible for any decisions made by Mandelay Kft regarding compatibility or usage restrictions.

11. Contact Information

✉ Support Email: Support@CyberneticAutomation.Online

🌐 Website: CyberneticAutomation.Online