

# Cybernetic Automation - Terms & Conditions

Last Updated: March 2025

## 1. Introduction

These terms establish the rights and responsibilities of both users and Cybernet Automation Pty Ltd. Cybernetic Automation is provided as a subscription-based software that automates user tasks in Scio/Mandelay Software.

### No Affiliation Disclaimer

Cybernetic Automation is an independent software tool not developed, endorsed, or supported by Mandelay Kft. or any affiliated entities. It does not modify, alter, or guarantee the performance of Scio/Mandelay software. Users must comply with all manufacturer-provided instructions, warnings, and safety guidelines when using Scio/Mandelay software.

## 2. License & Usage Restrictions

Cybernetic Automation is licensed for a single user only and cannot be shared, resold, or modified. Users may not:

- Reverse-engineer, decompile, bypass security, or distribute the software without permission.
- Use the software to automate access beyond its intended functionality.
- Modify or attempt to override Scio/Mandelay software.
- Cybernetic Automation is not designed to bypass any security, authentication, or access restrictions in Scio/Mandelay software. Users must ensure compliance with all applicable laws, including but not limited to anti-circumvention regulations (such as the DMCA or similar laws in other jurisdictions). Cybernet Automation Pty Ltd disclaims any liability for violations of such laws resulting from user misuse.
- Cybernetic Automation operates separately and does not integrate into, modify, or override any Scio/Mandelay software components. It functions purely by simulating keystrokes at the user level, just as a human operator would.
- Users may not claim, imply, or misrepresent Cybernetic Automation as a modification or enhancement to Mandelay/Scio software. The Software is strictly a third-party automation tool that assists in user workflows.

### Restrictions on Use with Scio/Mandelay Software

- Cybernetic Automation does not diagnose, treat, or provide medical analysis.

- It must not be used as a substitute for medical devices, healthcare consultations, or professional medical opinions.
- Users must follow all official manufacturer instructions, warnings, and safety guidelines for Scio/Mandelay software.
- Cybernetic Automation does not alter the intended function of Scio/Mandelay software; it only automates user interactions.
- Users assume full responsibility for any actions performed using Cybernetic Automation in combination with Scio/Mandelay software.
- Cybernetic Automation does not alter, bypass, or override any security, compliance, or licensing mechanisms of Scio/Mandelay software. Users are responsible for ensuring that their use of Cybernetic Automation complies with all applicable third-party agreements, including the SCIO software's EULA and usage terms.
- Users are solely responsible for ensuring that the use of Cybernetic Automation complies with Mandelay/Scio software's EULA, licensing terms, and any other agreements set by Mandelay Kft. Cybernetic Automation does not override or modify these agreements in any way.
- If a user experiences any issues, unexpected behavior, or concerns while using Cybernetic Automation, they can immediately stop the software or turn off the SCIO device to prevent further automation. Users should always ensure they are in control of the system and can discontinue automation at any time.

### **3. Subscription, Activation & Expiry**

Cybernetic Automation requires an active monthly subscription via Paddle (Merchant of Record).

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

Cybernetic Automation requires an active subscription to function. If offline, users may launch the software up to 20 times before access is restricted.

Cybernetic Automation Pty Ltd reserves the right to enforce expiration mechanisms to ensure compliance with the latest software versions. Users acknowledge that continued access to the software is dependent on maintaining an active subscription.

The software includes a built-in expiry date, requiring users to update to the latest version.

### **4. Payments, Refunds & Cancellations**

- All payments are processed through Paddle.
- Auto-renewal: Subscriptions automatically renew unless canceled before the billing cycle ends.

- Cancellation: Users can cancel anytime, but access remains active until the end of the billing period.
- Refunds: Refunds are only granted as legally required (e.g., a 7-day refund if applicable by law). No refunds for failure to cancel before renewal.

## 5. Software Updates & Expiry

- Regular updates are required to maintain access.
- If the software is not updated, it may stop functioning due to its built-in expiry date.
- We are not responsible for any issues arising from failure to update the software.

## 6. 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.

## 7. Limitation of Liability & No Warranties

### No 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, system failures, software conflicts, or compatibility issues.
- No liability for third-party services, including Paddle, Scio/Mandelay Software, or Tesseract OCR.
- Users assume all risks associated with using Cybernetic Automation.
- Cybernetic Automation attempts to detect alarms in the Scio/Mandelay software, but there is no guarantee that all alarms will be detected in real-time or at all. Users remain responsible for monitoring their own sessions and ensuring proper supervision when using the software. If an alarm is not detected, users must manually stop the software or turn off the SCIO device to prevent unintended actions. **If any concerns arise, the user may**

**immediately turn off their Scio device or manually stop the Cybernetic Automation software, which will prevent further actions.**

 **Scio/Mandelay Software Disclaimer**

- Users acknowledge that Cybernet Automation Pty Ltd is not responsible for any violation of SCIO software policies that results from the use of Cybernetic Automation. If Mandelay Kft. or any regulatory authority takes action against a user, Cybernet Automation Pty Ltd assumes no liability for penalties, access restrictions, or legal consequences incurred by the user."
- Cybernetic Automation does not modify, enhance, or control the functionality of 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.).

## **8. Privacy & Data Collection**

- The software only collects your email address for activation.
- All payment data is processed exclusively 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 or store medical or biofeedback data from Scio/Mandelay software.

## **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. Contact Information

For support, inquiries, or legal matters, contact:

 Support Email: Support@CyberneticAutomation.Online

 Website: CyberneticAutomation.Online

For billing or payment issues, contact Paddle (Merchant of Record).

## Final Notes & Compliance

-  No affiliation with Mandelay Kft. (Scio/Mandelay Software).
-  No modifications to Scio/Mandelay software functionality.
-  Subscription-based licensing with a built-in expiry mechanism.
-  Third-party dependencies (PySide6, Tesseract OCR, PyAutoGUI) must be installed separately.
-  Dispute resolution through mediation & arbitration.

 By using Cybernetic Automation, you agree to these Terms & Conditions. If you do not agree, do not install or use the software.