

Summit Software License Agreement

RockPoint Online Traders LLC | Effective October 21, 2026 | +1 (833) 373-0840

These Terms of Service take the form of the Summit Software License Agreement (this “Agreement”). They set out the terms on which you are licensed to access and use Summit, the online video editor at summitcut.com, operated by RockPoint Online Traders LLC. Summit is the product name; RockPoint Online Traders LLC is the company you contract with and pay.

Please read the whole Agreement before using Summit. By accepting it, you agree to all of it, together with the policies it refers to.

Licensors

RockPoint Online Traders LLC

Address

4900 Story Rock St NW, Albuquerque, NM 87120, United States

Contact

support@summitcut.com

Telephone

+1 (833) 373-0840

Product

Summit, online video editor (summitcut.com)

License

Limited, non-exclusive, non-transferable, revocable

Effective date

October 21, 2026

Governing law

State of New Mexico, USA

How you accept. You accept this Agreement by checking the acceptance box at checkout, creating an account, or using Summit. If you do not agree, you must not access or use Summit. Section 27 contains a binding individual-arbitration provision and a class-action waiver that affect how disputes are resolved.

1. Parties and Subject Matter

This Agreement is entered into between RockPoint Online Traders LLC, a limited liability company (the “Company,” “Licensor,” “we,” “us,” or “our”), the operator of the Summit online video editor, and the individual who accepts it (the “Licensee,” “user,” “you,” or “your”). It governs your license to access and use Summit and supersedes any prior understanding on that subject.

2. Acceptance and Electronic Agreement

You enter into this Agreement electronically. Checking the acceptance box, creating an account, or accessing or using Summit each constitutes your acceptance and forms a binding contract. You agree that your electronic acceptance has the same legal effect as a handwritten signature under the federal E-SIGN Act and applicable state law, and you consent to receive notices from the Company electronically.

3. Eligibility

Summit is offered to individual users who are at least 18 years of age and able to enter into a binding contract. It is intended for use within the United States, and paid plans are available only to customers with a billing address in one of the fifty states or the District of Columbia. By using Summit, you represent that you meet these requirements.

Summit is not directed to children under 13, and the Company does not knowingly collect personal information from them. If the Company learns that it has done so, it will delete that information.

4. Definitions

“Summit” and the “Software” mean the Summit online video editor made available through a web browser, including its editing timeline, media import, automatic captioning, effects, rendering, export, and in-browser project saving, the associated website, and any updates.

“Your Content” means the video, audio, images, text, captions, and project files that you import into, create within, or export from the Software.

“Plan” means the 96-Hour Pass or the Monthly Plan described on the pricing page and in the Subscription Terms. “Fees” mean the amounts charged for your Plan, as presented at checkout.

“Policies” means the Privacy Policy, Cookie Policy, Refund Policy, Fulfillment Policy, Subscription Terms, Acceptable Use Policy, DMCA & Copyright policy, and Customer Support Policy published at summitcut.com/legal, each of which is incorporated into this Agreement by reference.

5. License Grant

Subject to your compliance with this Agreement and payment of the applicable Fees, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Software through a supported web browser, solely for your own creation, editing, and export of video.

The Software is licensed, not sold. No title to or ownership of the Software is transferred to you, and the Company reserves all rights not expressly granted in this Agreement.

6. How Summit Works and Permitted Use

The Software runs inside your web browser. Media you import is read and processed on your own device: editing, captioning, rendering, and export take place locally, and Your Content is not uploaded to the Company’s servers. Projects are saved in your browser’s storage on the device you use. Automatic captions are generated on your device; your audio is not sent to the Company.

The license is personal to you as a single individual user and may be used for personal or commercial video projects. Summit does not provide public profiles, collaboration, or sharing of projects between users, and it does not include a stock media library. You are responsible for supplying all footage, audio, images, fonts, and other materials used in your projects.

7. License Restrictions

You will not, and will not permit any third party to: (a) copy, modify, or create derivative works of the Software; (b) reverse-engineer, decompile, or disassemble the Software, or attempt to derive its source code, except where this restriction is prohibited by law; (c) rent, lease, sell, sublicense, distribute, or transfer the Software or your access to it; (d) use the Software to build or assist in building a competing product; (e) defeat or bypass any security, payment, rate, or usage limit; (f) access the Software by any bot, script, scraper, browser automation, or artificial-intelligence agent, except for assistive technologies you use in good faith for accessibility; or (g) remove or alter any proprietary notice. Summit offers no public API, and automated or programmatic access is not permitted.

8. Your Account and Security

You are responsible for your account and for keeping your credentials confidential. You will not share your account, permit others to use it, or create multiple accounts to obtain more than one 96-Hour Pass or otherwise circumvent limits or restrictions. You are responsible for all activity that occurs under your account and will notify the Company promptly of any unauthorized use. The Company will never ask for your password by email.

9. Ownership of Your Content

You retain full ownership of Your Content, including one hundred percent (100%) of the rights to the videos you create using the Software. The Company claims no ownership of Your Content and no share of any revenue you earn from it. You are free to export, use, distribute, and commercialize the videos you create, provided you hold the rights to the materials they contain.

Your ownership of, and right to use, distribute, and commercialize the videos you have exported does not end when your Plan or this Agreement ends.

10. Content Sent to the Company, and AI Commitment

Because Your Content is processed on your device, the Company does not receive, host, or store it in the ordinary course of providing the Software. If you choose to send any of Your Content to the Company, for example as an attachment to a support request, you grant the Company a limited, non-exclusive license to use it solely to respond to that request, and the Company will delete it when the request is closed, unless the law requires otherwise.

The Company does not use Your Content to train artificial-intelligence or machine-learning models. The Company may use de-identified, aggregated information about use of the Software, such as error reports, to operate, secure, and improve it.

11. Your Responsibility for Content and Rights

You are solely responsible for Your Content and represent that you hold all rights necessary to import and use it and that it does not infringe the rights of any third party. You are responsible for obtaining the consent of any identifiable person who appears in Your Content, for clearing all third-party footage, music, images, fonts, and other materials you include, and for checking the accuracy of automatically generated captions before you publish them.

12. Acceptable Use and Prohibited Content

You will use Summit only for lawful purposes. You will not use Summit to create, import, process, or export content that: (a) is unlawful, infringing, defamatory, or harassing, or that violates any third party's intellectual-property, privacy, or publicity rights; (b) is child sexual abuse material or sexually exploits a minor; (c) is pornographic, sexually explicit, or other adult

("NSFW") material; (d) is non-consensual intimate imagery; (e) is a deepfake or other manipulated media created to deceive, defraud, harm, or deceptively impersonate a real person, including a public figure, or to manipulate an election or mislead the public on political matters; (f) depicts an identifiable real person without that person's consent; (g) promotes or facilitates violence, terrorism, self-harm, hatred, or discrimination; (h) contains malware or is used for spam, phishing, or fraud; or (i) was captured, ripped, or downloaded from a third-party service without the right to do so.

The Acceptable Use Policy sets out these rules in more detail and forms part of this Agreement. The Company may suspend or terminate accounts that breach this Section, with or without notice.

13. Copyright and DMCA Policy

The Company respects intellectual-property rights and complies with the Digital Millennium Copyright Act (DMCA). If you believe that material made available by the Company on summitcut.com infringes your copyright, you may send a notice to the Company's designated agent as described in the DMCA & Copyright policy, at support@summitcut.com. The Company may remove or disable allegedly infringing material and will terminate, in appropriate circumstances, the accounts of repeat infringers.

14. Plans, Fees, and Billing

Access requires a valid Plan. The 96-Hour Pass costs \$10.00 once for 96 consecutive hours and ends automatically without renewal or conversion. The Monthly Plan costs \$34.22 at enrollment and every 30 days thereafter until cancelled or until a total of 12 successful charges has been made. Each successful monthly charge grants 30 days of access; after the twelfth paid period, access ends automatically. The Plans are separate purchases. See the Subscription Terms for details.

Any applicable sales tax is displayed before payment authorization. Payments will be handled by a third-party processor when checkout is connected; the Company will not store full card details. Material price changes require advance notice, and applicable consent requirements will be honored.

15. Automatic Renewal and One-Click Cancellation

No recurring billing applies to the 96-Hour Pass. The Monthly Plan renews every 30 days for no more than 12 successful charges, unless you cancel sooner. By separately purchasing the Monthly Plan and accepting its recurring-billing disclosure, you authorize those charges. We send electronic notice 5 to 7 days before each scheduled recurring transaction and a receipt after each successful charge.

You may cancel the Monthly Plan at any time through an operational account cancellation control or by contacting support@summitcut.com or +1 (833) 373-0840. Cancellation stops future charges; already-paid access continues through its 30-day period. No cancellation fee applies. The Pass needs no cancellation.

16. Refunds

The Refund Policy governs refunds. It includes a full refund of an entirely unused 96-Hour Pass requested within 14 days, refunds for charges made after effective cancellation, qualifying unused renewal periods, and remedies for a service failure. Nothing limits mandatory rights under applicable law.

17. Service Availability and Maintenance

The Company does not guarantee that the Software will be available at all times or without interruption. Access may be affected by maintenance, updates, errors, or downtime, including downtime of third-party services the Software

relies on, and the Company may limit or suspend access for maintenance or operational reasons, with notice where reasonably practicable. This Agreement includes no committed level of availability.

18. Changes to the Software

The Company may add, modify, or discontinue features of the Software from time to time. The Company will not materially reduce the core functionality of a Plan for which you are paying during a paid period without providing a reasonable alternative, prior notice, or a pro-rata refund.

19. Suspension of Access

The Company may suspend your access to the Software, in whole or in part, immediately and without prior notice where necessary to protect the security or integrity of the Software or other users, to prevent misuse, for non-payment, or for a breach of this Agreement. Where appropriate, the Company will restore access once the underlying issue is resolved.

20. Personal Data and Privacy

To provide the Software, the Company collects and processes limited personal information, including your name, email address, billing details (handled by its payment processor), account and support records, and technical logs. The Company does not use third-party advertising or analytics tools and does not sell or share personal information. This information is handled in accordance with the Privacy Policy, which is incorporated into this Agreement by reference.

21. Your Projects, Data Retention, and Inactive Accounts

Projects you save are stored in your web browser on your own device, not by the Company. Clearing your browser data, using another browser or device, or uninstalling your browser may remove them, and the Company cannot access or recover them. You are responsible for exporting your videos and keeping copies of anything you want to keep.

Account and billing records are retained as described in the Privacy Policy. If no Plan has been active on your account for twelve (12) consecutive months, the Company may close the account after giving notice to the email address associated with it.

22. Term and Termination

This Agreement takes effect when you first accept it and continues for as long as you are licensed to access the Software. Your license ends automatically when your Plan expires or is cancelled and the paid period ends, or upon your breach of this Agreement; the Company may also terminate it for cause, with notice where reasonably practicable. If the Company terminates your access without cause, it will refund the unused portion of any prepaid period.

Upon termination, you must stop using the Software. Provisions that by their nature should survive termination will survive, including those concerning content ownership, restrictions, warranties, limitation of liability, indemnification, and dispute resolution.

23. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT AUTOMATICALLY GENERATED CAPTIONS WILL BE ACCURATE.

24. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE.

THE COMPANY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES YOU PAID FOR ACCESS TO THE SOFTWARE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow certain exclusions or limitations of liability; to the extent any such exclusion or limitation is prohibited by applicable law, it will not apply to you, and the Company’s liability will be limited to the greatest extent permitted by law.

25. Indemnification

You will indemnify, defend, and hold harmless the Company and its officers, members, and employees from and against any third-party claim, damage, liability, or reasonable expense (including attorneys’ fees) arising out of or relating to Your Content, your use of the Software, or your breach of this Agreement.

26. Export Controls and Sanctions

You represent and warrant that you are not located in, and will not access or use the Software from, any country or region subject to U.S. embargo or comprehensive sanctions (currently including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions), and that you are not identified on any U.S. government list of restricted or sanctioned parties, including those maintained by the Office of Foreign Assets Control (OFAC). You will not use, export, or re-export the Software in violation of U.S. export-control or economic-sanctions laws.

27. Dispute Resolution; Binding Arbitration; Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. Before starting any formal proceeding, you agree to contact the Company at support@summitcut.com and to allow thirty (30) days to resolve the matter informally.

Except as set out below, any dispute arising out of or relating to this Agreement or the Software that is not resolved informally will be resolved by final and binding individual arbitration, seated in the State of New Mexico, administered by a recognized arbitration provider under its applicable consumer rules, rather than in court.

CLASS-ACTION WAIVER. You and the Company agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

Either party may bring an individual claim in small-claims court, and either party may seek injunctive relief in court to protect its intellectual property.

28. Governing Law and Venue

This Agreement is governed by the laws of the State of New Mexico, without regard to its conflict-of-laws principles. Subject to Section 27, the parties submit to the exclusive jurisdiction of the state and federal courts located in Bernalillo County, New Mexico.

29. Changes to this Agreement

The Company may update this Agreement from time to time. If a change materially reduces your rights or increases your obligations, the Company will give notice by email or by a prominent notice on summitcut.com before it takes effect. Your continued use of the Software after the effective date of a change constitutes acceptance of the updated Agreement; if you do not agree, you must stop using the Software and cancel your Plan, and you may contact the Company for a pro-rata refund of any unused prepaid period.

30. General Provisions

Assignment. You may not assign this Agreement without the Company's prior written consent; the Company may assign it in connection with a merger, acquisition, or sale of assets, on notice to you.

Force Majeure. Neither party is liable for any delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, war, terrorism, civil unrest, government action, labor disputes, epidemics, cyberattacks, and failures or outages of the internet, hosting, power, telecommunications, or other third-party providers.

Notices. Notices to you may be sent to the email associated with your account; notices to the Company must be sent to support@summitcut.com or to RockPoint Online Traders LLC, 4900 Story Rock St NW, Albuquerque, NM 87120, United States.

Entire Agreement; Severability; Waiver. This Agreement, together with the Policies, is the entire agreement between the parties regarding its subject matter and supersedes all prior agreements on that subject. If any provision is held unenforceable, the remainder remains in full force, and no failure to enforce a provision is a waiver of it.

This Agreement is accepted electronically; no handwritten signature is required. Your acceptance is recorded when you check the acceptance box at checkout or create your account on the Summit website.

Contact: support@summitcut.com | +1 (833) 373-0840