

SEMBLY AI TERMS OF SERVICE

Last revised Sep, 2021

These terms and conditions of service ("**Terms of Service**" or "**Agreement**") govern your use of the Sembly AI online software and related services provided by Sembly AI, Inc. ("**Sembly AI**") as a Software-as-a-Service (the "**Service**"). Your compliance with these Terms of Service is a condition to your use of the Service. If you are registering to use the Service on behalf of your employer, company or organization (the "**Organization**"), these Terms of Service will be binding on you and the Organization, and you represent and warrant that you have the authority to enter into these Terms of Service on behalf of the Organization. If you (and your Organization, if applicable) do not agree to be bound by the Terms of Service, promptly exit this Service. The term "**you**", "**your**", etc. refers to both you as an individual user and your Organization, if applicable.

1. Ownership of the Service

The Service and all related software are the exclusive property of Sembly AI, or its licensors or suppliers, as applicable. The Service is protected by United States and international patent, copyright, trademark, trade secrets and other intellectual property laws.

2. Service Access, Security and Restrictions; Passwords

Sembly AI hereby grants you the right and license to use the Service in accordance with these Terms of Service and applicable laws. You are prohibited from violating or attempting to violate the security of the Service, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Service or any portion thereof without authorization, in violation of these Terms of Service or in violation of applicable law.

Violations of system or network security may result in civil or criminal liability. Sembly AI will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Service or any activity being conducted on this Service.

In the event access to the Service or a portion thereof is limited requiring a user ID and password ("**Protected Areas**"), you agree to access Protected Areas using only your user ID and password as provided to you by Sembly AI. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Service may be suspended or revoked by Sembly AI at any time with or without cause.

3. Indemnification

You agree to defend, indemnify and hold Sembly AI harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by Sembly AI arising out of your breach of these Terms of Service or violation of applicable law, your use or access of the Service, or access by anyone accessing the Service using your user ID and password.

4. Registered Users and Compliance with Laws

To use the Service, you must register as a user of the Service ("**Registered User**") through our online registration process. You (and the Organization if you are using the Service and agreeing to these Terms of Service for an Organization) are solely responsible for all other Registered Users using or accessing the Service through your (or the Organization's, as applicable) account. You are responsible for all activity occurring under any of your account(s) and you shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with your use of the Service, including those related to audio and video recording, data privacy, international communications and the transmission of technical or personal data. Without limiting the foregoing, you acknowledge and agree that (a) the Service will record the contents of Online Meetings and other communications, (b) several laws prohibit, limit or regulate the recording of audio and/or video communications without the consent of all participants, and (c) you shall be solely responsible for ensuring that you and all of your Registered Users provide and obtain the consent of all meeting participants. In this regard, Customer shall, and shall train and cause all Registered Users to, announce to all participants in any Online Meeting that such meeting or communication is being recorded by the Service.

5. Online Payments We accept credit and debit cards issued by U.S. banks. If a credit card account is being used for a transaction, Sembly AI may obtain preapproval for an amount up to the amount of the payment. If you enroll to make recurring payments automatically, all charges and fees will be billed to the credit card you designate during the setup process. If you want to designate a different credit card or if there is a change in your credit card, you must change your information online. This may temporarily delay your ability to make online payments and use the Service while we verify your new payment information.

You represent and warrant that if you are making online payments that (i) any credit card, debit card and bank account information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit/debit card company or bank, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

6. Data Ownership and Rights

Your Ownership. The Service is used to record and analyze online meetings, conference calls and conversations (“**Online Meetings**”), and provide recordings (“**Recordings**”) and transcripts (“**Transcripts**”) of Online Meetings, as well as summaries, digests, data analytics and other reports relating to Online Meetings (collectively, “**Reports**”). You (or your Organization, as applicable) own all Recordings, Transcripts and Reports, and all data and intellectual property rights therein.

Confidentiality. Sembly AI shall maintain the confidentiality of and shall not disclose any Recordings, Transcripts or Reports without your written direction to do so or prior written consent. Sembly AI shall have no confidentiality obligations with respect to information (contained in Recordings, Transcripts or Reports or otherwise) to the extent such information: (i) was publicly available at the time of disclosure by you; (ii) became publicly available after disclosure through no fault of Sembly AI; (iii) was known to Sembly AI prior to disclosure by the disclosing Party; or (iv) was rightfully acquired by Sembly AI after disclosure by you from a third-party who was lawfully in possession of the information and was under no legal duty to you to maintain the confidentiality of the information

Sembly AI’s Data Use Rights. You grant to Sembly AI a royalty-free, irrevocable, transferable right and license to use the Recordings, Transcripts and Reports (a) to provide the Service to you and (b) for its internal business purposes, including without limitation, research, development, product improvement, artificial intelligence (AI) development and training, verification of security and data integrity, identification of industry trends and developments and data analytics. Sembly AI shall have the right to use and disclose aggregated and de-identified data underlying and contained in Recordings, Transcripts and Reports (“**De-Identified Data Analytics**”) for its business purposes, including the development and licensing of data analytics products and reports for its customers generally, provided that such products and reports do not disclose to a third party any personal information, personally identifying information or your confidential information. Sembly AI may copy, modify, adapt, publish, translate, create derivative works from and/or sell and/or distribute De-Identified Data Analytics into any form, medium or technology.

7. Support and Additional Services

Sembly AI shall provide the standard user support services as set posted on the Sembly AI website (www.sembly.ai) at the time such support services are provided. You and Sembly AI may agree for Sembly AI to provide additional services to you (or your Organization, as applicable), such as additional support services, or consulting, training or other professional services (“**Additional Services**”). Unless agreed otherwise by the parties, Additional Services shall be governed by these Terms of Service. You and Sembly AI will agree in advance to the scope of such Additional Services, applicable rates or fees, and any other terms and conditions relating to the Additional Services.

8. Term and Termination

You will have the right to use the Service for the applicable term that you selected during the online registration process (the “**Term**”). Sembly AI may terminate your right to use the Service if you materially breach this Agreement, and the breach: (a) is incapable of being cured; or (b) being capable of cure, remains uncured for a period of 30 days. Upon expiration of the Term or termination or of your rights as set forth above, you shall immediately cease accessing and using the Service and you shall have no further right or license to use the Service.

9. Fees & Cancellation of Service

9.1 Fees - The fees for the Service are set forth on our website. You shall pay the fees according to the level of Service you signed up for during the registration process. Failure to timely pay all amounts owed may result in a suspension of or disruption to the Service and your access to the Service. Sembly AI shall be entitled to charge interest on overdue unpaid fees at the rate of the lesser of (a) 12% per annum or (b) the highest amount permitted by applicable law.

9.2 Cancellation of Service - Sembly AI cancels service once a request for cancellation is received. The cancellation goes into effect starting the next billing cycle. The current billing cycle is not refundable.

10. Disclaimer of Warranties

SEMBLY AI DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. THIS SERVICE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR PROVIDED THROUGH THE SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. SEMBLY AI DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SERVICE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SERVICE, RECORDINGS, TRANSCRIPTS AND REPORTS. SEMBLY AI DOES NOT WARRANT THAT THE SERVICE WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

11. Limitation of Liability

SEMBLY AI AND ANY THIRD PARTIES MENTIONED ON THIS SERVICE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF SEMBLY AI TO YOU WITH RESPECT TO THESE TERMS OF SERVICE AND YOUR USE OF THIS SERVICE IS THE AMOUNT OF FEES PAID FOR THE SERVICE DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.

12. Governing Law.

In the event of any dispute or claim relating to the Service or these Terms of Service, you agree to resolution of such dispute in the state or federal courts located in and for New York, New York, in accordance with New York law. Any dispute under or relating in any way to this Agreement or the Service shall be brought and maintained in a court of competent jurisdiction located in New York, New York.

13. Miscellaneous

Privacy. Your use of the Service (including all participants of a meeting) is subject to the terms of our [Privacy Policy](#). Please consult our [Privacy Policy](#) for a description of our data privacy practices and policies.

Order Forms and Other Terms. You and Sembly AI may agree to other or additional terms, including amendments to these Terms of Service, by a separate order form, amendment or other document mutually agreed to and signed by the parties.

Entire Agreement; Amendments and Modifications to Terms of Service. Subject to Order Forms and Other Terms, these Terms of Service constitute the entire agreement between Sembly AI and you pertaining to the subject matter hereof. These Terms of Service may be amended through mutual agreement of the parties. Additionally, Sembly AI may amend or modify these Terms of Service in the future, and your continued use of the Service and online or other acceptance of the Terms of Service shall constitute your agreement to the amended or modified Terms of Service.

Assignment. You may not assign these Terms of Service or any rights or obligations hereunder, without the express written consent of Sembly AI. Any assignment or transfer in violation of the foregoing will be null and void. Sembly AI reserves the right to assign these Terms of Service to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Sembly AI. Subject to all of the terms and conditions hereof, these Terms of Services inure to the benefit of and are binding upon the parties hereto and their successors and assigns.

Contact Information

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