

## Motion AI Terms of Use

Last Updated: April 19<sup>th</sup>, 2016

Welcome to Motion AI, the easiest way to build and deploy chatbots. Motion AI is operated by Motion AI, Inc. ("Motion AI", "we" or "us").

In order to create chatbots with our application (the "Application") and make use of the services offered by us (collectively with the Application, the "Services"), you must agree to be bound by these Terms of Use (the "Terms") and by our Privacy Policy. **If you object to anything in these Terms or the Privacy Policy, you are prohibited from using the Services.**

These Terms and Privacy Policy are subject to change by us at any time, effective upon posting through the Services; by accessing the Services after any such change, you accept the Terms as modified.

### 1. Eligibility.

- a. **Must be Over 13 Years of Age.** The Services are not intended for individuals under 13 years of age. **If you are under 13, you are strictly prohibited from using the Services**, and you may not access any features that allow you to provide information to us or communicate and share information with other users of the Application ("Users"). Accordingly, you represent and warrant that you are 13 years of age or older and that you have the right, authority and capacity to enter agree to and abide by these Terms.
- b. **Void Where Prohibited.** You are responsible for ensuring that your use of the Services complies with all laws, rules and regulations applicable to you. These Terms are void and use of the Services is not permitted where such use is prohibited.

### 2. Use of the Services.

- a. **Resale and Commercial Use.** You are fully permitted to use our Application and Services (as well as our API) in commerce as a means to resell or build goods and services which you use or offer commercially, with the exception of cases in which your product is materially similar or designed to compete directly with the Services offered by Motion AI.
- b. **Personal Safety.** Your security and safety are paramount to us. The Services naturally promote sharing of personal information among Users. We do not and cannot assure that it is safe for you to have direct contact with any other individual that you come into contact with through the Services. If you believe that any individual is harassing you or is otherwise using personal information about you for unlawful purposes, we encourage you to first inform local law enforcement authorities and then to contact us at hello@motion.ai, so that we may take appropriate action to block further use of the Services by any individuals who may have accessed them for improper purposes.
- c. **Use of Information Provided by Other Users.** You agree to use any information (personal or otherwise) provided to you by Users, or otherwise through the Services, in a lawful and responsible manner. You agree that you will not use information about Users for any reason without the express prior consent of that User.
- d. **Code of Conduct.** By accessing the Services, you agree to the following code of conduct:
  - i. You will not publish, display or use (hereinafter "post") any defamatory, abusive, obscene, profane, threatening, harassing, racially offensive, discriminatory or otherwise offensive or illegal material.
  - ii. You will treat all fellow Users with dignity and respect.
  - iii. You will notify us promptly of any User's violation of these Terms.
  - iv. Any information contained in your Facebook profile and made accessible to other Users—including any telephone numbers, street addresses, last names, URLs, email addresses or other contact information—is posted at your own risk and we assume no responsibility for use of such information.
  - v. You will not impersonate any person or entity.
  - vi. You will not "stalk" or otherwise harass any User or other individual accessing the Services.
  - vii. You will not express or imply that any statements you make are endorsed by us without specific prior written consent.
  - viii. You will not use manual or automatic processes to retrieve, index, datamine, or in any way reproduce or circumvent the navigational structure or presentation of the Services or their contents. This prohibition does not include standard indexing by Internet search engines, which hereby is explicitly permitted.
  - ix. You will not remove any copyright, trademark or other proprietary rights notices displayed through the Services.
  - x. You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
  - xi. You will not interfere with or disrupt the Services or the servers or networks connected to the Services.
  - xii. You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
  - xiii. You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Services.

- xiv. You will not “frame” or “mirror” any part of the Services without our prior written authorization. You also shall not use metatags or code or other devices containing any reference to the Services in order to direct any person to any other website for any purpose.
- xv. You will not directly modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Services or any software used on or for the Services, or cause or assist others to do so.
- e. **Location-Based Services.** We may offer features that are based on the location of Users and which may report on those Users’ current locations (the “Location-Based Services”). Use of Location-Based Services is solely at your discretion. Should you use Location-Based Services, you consent to collection and dissemination of your location information through the Services. Under no circumstances shall we be liable for claims or for any damages therefrom, arising out of your informed decision to disseminate your location information together with your profile information through the Services.
- f. **Compliance with Applicable Laws.** Your use of the Services, including but not limited to any content you post, must be and shall be in accordance with any and all laws and regulations that apply to you and your use of the Services.
- g. **Disclaimers of Responsibility for User Actions.**
  - i. **No Reliance on Content.** Opinions, votes, advice, statements, offers, or other information or content made available through the Services are those of their respective authors and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Services or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Services. Under no circumstances will we or our affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted through the Services or transmitted to or by any Users.

### 3. **Reservation of Rights.**

- a. **Right to Terminate or Deny Service.** You understand that we, at our sole discretion, at any time, for any reason or no reason whatsoever, can deny or block any user from the Services and terminate any user’s account if he/she is a User.
- b. **Rights to Disclose.** You acknowledge and agree that we have the right to disclose information you provide if required to do so by law at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, request or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend our, or a third party’s, rights or property; or (3) protect someone’s health or safety, such as when harm or violence against any person (including a user or User) is threatened.
- c. **Right to Review Content; No Duty to Monitor.** You acknowledge and agree that we have no duty whatsoever to prescreen, control, monitor or edit the content posted by Users and we are not liable for content that is provided by others. However, you understand and agree that we may, but are not required to, review, edit and delete any content, email, messages, photos, music, or other content that, in our sole judgment and discretion: (i) violate these Terms; (ii) may be offensive, disturbing, unsafe, or illegal; or (iii) may violate any rights of other Users or third parties.
- d. **Right to Change Services.** You acknowledge and agree that we may from time to time modify, change, suspend or discontinue, temporarily or permanently, in whole or in part, any aspect or feature of the Services without notice to you, including changes to usage and to access procedures. You acknowledge and agree that we shall not be liable to you or any third party for any such modification, change, suspension or discontinuance.
- e. **Right to Conduct Research; Informed Consent.** By accessing the Services, you agree to allow us to anonymously collect and use information from you and your experience with the Services to conduct research about the Services and to improve the products and user experience therein. All such information collection and use will be in accordance with our Privacy Policy.

### 4. **Proprietary Rights; Use License.**

- a. **Ownership.** We and our licensors own and retain all proprietary rights in the Services. The Services may contain the copyrighted material, trademarks, and other proprietary information of us and our licensors (the “Application Content”). Except for Application Content that is in the public domain or for which permission has been provided, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any Application Content.
- b. **Use License.** Subject to these Terms, we grant to you a limited, revocable, non-exclusive, fully paid license to access the Application Content, for the sole and limited purpose of facilitating your use of the Services.
- c. **User Content.** Throughout the Service, and in particular within the “Bot Store”, it is possible to encounter content supplied by other users of the Service. We will not use, or distribute, any content created by you without your express permission. If you choose to submit content to the Bot Store, you are giving us permission to distribute and duplicate the contents contained within the structure of your bot.

You represent, warrant and agree that you will not contribute any User Content that:

- infringes, violates or otherwise interferes with any copyright or trademark of another party;
- reveals any trade secret, unless you own the trade secret or have the owner’s permission to disclose it;
- infringes any intellectual property right of another or the privacy or publicity rights of another;
- is libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party;

- may contain a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; or
- violates any Facebook content guidelines.

## 5. Termination.

- By User.** You may terminate your access to the Services at any time, for any reason, by ceasing use of the Application or through the features of Facebook.
- By Us.** We, at our sole discretion, may terminate your access to the Services for any reason or no reason. We are not required to provide you notice prior to terminating your access to the Services. We are not required, and may be prohibited, from disclosing a reason for the termination of your account.

## 6. Disclaimers/Limitations.

- We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding:
    - which users gain access to the Services;
    - what Application Content you access via the Services;
    - what effects the Application Content may have on you or your friends;
    - how you or others may interpret or use the Application Content; or
    - what actions you or others may take as a result of having been exposed to the Application Content.
  - We are not responsible for any incorrect or inaccurate content posted through the Services, whether caused by Users or by any of the equipment or programming associated with or utilized in the Services.
  - Under no circumstances will we or any of our affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from use of the Services, any content posted on the Services or transmitted to Users, or any interactions between users, whether online or offline.
  - WE PROVIDE THE APPLICATION AND SERVICES "AS IS, AS AVAILABLE," WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) AND YOUR ACCESS OF THE APPLICATION AND SERVICES IS AT YOUR OWN RISK. WE DO NOT WARRANT THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS OR RESULT IN ANY PARTICULAR OUTCOME, OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT ALLOWED BY LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.
  - IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF ONE HUNDRED U.S. DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.
7. **Third Party Links.** You may be provided links to other websites or resources through the Services. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such site or resource.
8. **Jurisdiction and Choice of Law.** If there is any dispute arising out of the Services, by using the Services you expressly agree that any such dispute shall be governed by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, in New York County, for the resolution of any such dispute.
9. **Indemnity by You.** You agree to indemnify and hold us, our subsidiaries, affiliates, officers, agents, and other partners (including Facebook) and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Services in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set forth above.
- ## 10. Miscellaneous.
- Entire Agreement.** These Terms contain the entire agreement between you and us regarding the use of the Services.
  - Severability.** If any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

- c. **Survival.** Even after your access to the Services is terminated, or your use of the Services discontinues, these Terms will remain in effect. All terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.
- d. **Waiver.** Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will do so in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver, provided by one of our authorized representatives.
- e. **Headings.** The section and paragraph headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.
- f. **No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in these Terms there shall be no third party beneficiaries.
- g. **Relationship of the Parties.** You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms.

Please contact us at [hello@motion.ai](mailto:hello@motion.ai) with any questions regarding these Terms.