

WEBSITE TERMS OF SERVICE

Last Modified: 10/24/2024

Welcome to AirMemo.com ("Website"). These Terms of Service ("Terms") constitute a binding agreement between you ("User" or "you") and AirMemo Inc. ("Company", "we", "our", or "us"). By accessing or using the Website located at <https://www.AirMemo.com>, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please discontinue your use of the Website.

1. Introduction and Acceptance of Terms

1.1 Introduction

These Terms of Service ("Terms") govern your use of the website located at <https://www.AirMemo.com> (the "Website"), which is operated by AirMemo Inc. ("Company," "we," "our," or "us"). The Terms also apply to any services, content, features, or applications (collectively, the "Services") made available through the Website. These Terms apply to all users, including but not limited to visitors, registered users, and others who access or use the Website ("User" or "you").

By accessing or using the Website, you agree to abide by these Terms, as well as any applicable laws, regulations, and policies referenced herein or otherwise provided on the Website. If you do not agree to all of these Terms, you must discontinue using the Website immediately.

1.2 Acceptance of Terms

By using the Website, you affirm that you have read, understood, and agree to be bound by

these Terms, including any additional terms and conditions and policies referenced in these Terms or available by hyperlink. These Terms apply whether you are accessing the Website as an individual or as a representative of an organization. If you are accessing or using the Website on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms, and in such case, the term “you” shall refer to such entity.

If you do not have such authority or if you do not agree to these Terms, you may not access or use the Website or any Services.

1.3 Modifications to the Terms

AirMemo Inc. reserves the right, at its sole discretion, to amend, modify, update, or replace any portion of these Terms at any time without prior notice. Any changes to these Terms will be effective immediately upon posting the revised version on the Website. The date of the most recent update will be indicated at the top of this page as “Last Modified.”

You are responsible for reviewing these Terms periodically to ensure that you are aware of any changes. Your continued use of the Website after any modifications to the Terms have been posted constitutes your acknowledgment and acceptance of the updated Terms. If you do not agree with any changes to the Terms, you must immediately stop using the Website and its Services.

2. Eligibility and Use of the Website

2.1 Eligibility

The Website and its Services are intended for individuals who are at least 18 years of age, or the legal age of majority in their jurisdiction, whichever is greater. By accessing or using

the Website, you represent and warrant that:

- You are at least 18 years of age or have reached the age of majority in your jurisdiction.
- You have the legal capacity and authority to enter into and comply with these Terms, whether on your own behalf or on behalf of an organization, as applicable.
- Your use of the Website does not violate any applicable law or regulation.

If you do not meet these eligibility requirements, you may not use the Website.

2.2 Compliance with Laws

By accessing or using the Website, you agree to comply with all applicable local, state, national, and international laws, regulations, and rules. This includes, but is not limited to:

- **Intellectual Property Laws:** You agree not to use, share, or distribute content that infringes upon the intellectual property rights of others.
- **Data Protection and Privacy Laws:** You agree to comply with all applicable privacy laws and regulations, including those related to the collection, use, and disclosure of personal data.
- **Export Control Laws:** You agree to comply with any applicable export control laws and not to export or re-export any part of the Website or its Services to countries or individuals prohibited under U.S. or other export laws.

2.3 Prohibited Activities

You agree not to use the Website for any unlawful, harmful, or fraudulent purpose, including but not limited to the following activities:

- **Unlawful or Harmful Use:** You may not use the Website in any manner that:
 - Violates any applicable law, regulation, or court order.

- Involves fraudulent, deceptive, or misleading conduct.
- Harms or exploits minors or individuals in any way, including exposing them to inappropriate content.
- **Malicious Activity:** You may not:
 - Transmit any viruses, malware, worms, trojans, or other harmful or disruptive code through or into the Website.
 - Attempt to disrupt the operation of the Website or any network or server related to the Website, including through hacking, denial-of-service attacks, or any other form of interference.
- **Unauthorized Access and Use:** You may not:
 - Attempt to gain unauthorized access to any portion of the Website, any user accounts, or any systems or networks associated with the Website.
 - Use any automated means (such as bots, spiders, or scrapers) to access or use the Website for any purpose without our express permission.
- **Intellectual Property Violations:** You may not:
 - Reproduce, modify, distribute, display, or reverse-engineer any part of the Website, including its content, design, code, or software, without express written authorization from AirMemo Inc. or the appropriate rights holder.
 - Use any content or material from the Website for commercial purposes without our explicit written consent.
- **Inappropriate or Offensive Conduct:** You may not:
 - Harass, threaten, or abuse other users of the Website or engage in any activity that is defamatory, obscene, or otherwise inappropriate.

2.4 Monitoring and Enforcement

AirMemo Inc. reserves the right, but is not obligated, to:

- Monitor and review user activity on the Website to ensure compliance with these Terms.

- Investigate any suspected violations of these Terms or illegal activities.
- Take any lawful action deemed appropriate in response to violations, including but not limited to:
 - Reporting such violations to law enforcement authorities.
 - Terminating, suspending, or restricting access to the Website for individuals who violate these Terms.
 - Pursuing legal remedies, including seeking damages and injunctive relief.

We also reserve the right to remove any content that, in our sole discretion, violates these Terms or is otherwise objectionable, without prior notice.

3. Data Collection and Privacy

3.1 Personal Data Collection

AirMemo Inc. collects and processes personal information that you voluntarily provide when using the Website, such as your:

- Name, email address, company details, and other contact information when you sign up for newsletters, contact us, or otherwise communicate with us.
- Information you provide through forms or interactive features on the Website, such as surveys, inquiries, or requests for customer support.

In addition, we may automatically collect certain technical and usage data to improve the functionality of the Website, including but not limited to:

- **Technical Information:** Such as IP address, browser type and version, operating system, time zone settings, and device information.
- **Usage Data:** Such as pages you visit, time spent on each page, navigation patterns,

and other interactions with the Website.

We may also collect this data using cookies, web beacons, and other tracking technologies. For more detailed information on how we use cookies, please refer to our Cookie Policy.

3.2 Use of Personal Data

We use the personal data we collect for a variety of business purposes, including but not limited to:

- **Providing Services:** To operate the Website, process your inquiries, and provide services or support.
- **Communication:** To communicate with you, respond to your requests, or send administrative updates, including changes to our Terms, Privacy Policy, or other important notices.
- **Marketing and Promotional Purposes:** To send you newsletters, promotional content, and other marketing communications, provided you have consented to receive such communications. This may include personalized recommendations or information about new products, services, or events.
- **Website Improvements:** To analyze trends, monitor usage, and improve the design, content, and functionality of the Website, including troubleshooting issues or developing new features.
- **Legal and Compliance:** To comply with legal obligations, enforce our Terms, protect our rights, prevent fraud, and address security concerns.

3.3 Lawful Basis for Processing

We process your personal data based on the following lawful bases:

- **Consent:** Where you have provided consent for the processing of your personal data, such as opting into marketing communications.
- **Performance of a Contract:** Where the processing is necessary to provide services

you have requested or to fulfill a contractual obligation.

- **Legal Obligation:** Where we are required to process your data to comply with a legal obligation (e.g., responding to lawful government requests or complying with tax and accounting regulations).
- **Legitimate Interests:** Where the processing is necessary for our legitimate business interests, such as improving our services or preventing fraud, provided that such interests are not overridden by your fundamental rights and freedoms.

3.4 Opt-Out of Communications

If you no longer wish to receive marketing or promotional communications from us, you can opt-out at any time by:

- Clicking the "unsubscribe" link at the bottom of any marketing email you receive from us, or
- Contact us directly at Privacy@AirMemo.com.

Please note that even if you opt-out of marketing communications, we may still send you important transactional or administrative messages related to your use of the Website or services (e.g., account notifications, security alerts, or changes to our Terms or Privacy Policy).

3.5 Data Retention

We will retain your personal data for as long as necessary to fulfill the purposes outlined in these Terms and in our Privacy Policy, or as required by law. The length of time we retain data may depend on the nature of the data, our legal obligations, or the purposes for which the data was collected.

3.6 Data Security

We implement reasonable and appropriate technical, administrative, and physical security measures to protect your personal data from unauthorized access, disclosure, alteration, or

destruction. However, please note that no method of transmission over the internet or electronic storage is entirely secure. While we strive to protect your personal data, we cannot guarantee its absolute security.

3.7 Privacy Policy

The collection, use, and protection of your personal data are governed by our **Privacy Policy**, which can be found at <https://www.AirMemo.com/privacy>. The Privacy Policy provides further details on your rights regarding your personal data, including rights under applicable data protection laws such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Please review the Privacy Policy for more information on how we manage your data.

4. Intellectual Property Rights

4.1 Ownership

All content on the Website, including but not limited to text, graphics, logos, images, software, audio, video, data compilations, code, design elements, and all other materials (“Content”), is owned by AirMemo Inc. or its licensors and is protected by applicable intellectual property laws, including but not limited to copyright, trademark, and patent laws, as well as international treaties. The structure, arrangement, compilation, and presentation of all content on the Website are the exclusive property of AirMemo Inc. All rights, title, and interest in and to the Website and its Content, including any updates, modifications, enhancements, or derivative works, are reserved by AirMemo Inc.

Nothing in these Terms shall be construed as transferring or assigning any rights, title, or interest in the Website or its Content to you or any third party, except for the limited license granted below.

4.2 License to Use

Subject to your compliance with these Terms, AirMemo Inc. grants you a limited, revocable,

non-exclusive, non-transferable, and non-sublicensable license to access and use the Website and its Content solely for your personal, non-commercial use. This license is granted solely for the purpose of enabling you to access and interact with the Website in a manner consistent with these Terms and all applicable laws.

This license does not grant you any rights to:

- Modify, copy, reproduce, distribute, publicly display, or perform the Website or its Content;
- Sell, rent, lease, or commercially exploit any part of the Website or Content;
- Create derivative works from or incorporate any part of the Website or Content into any other work, product, or service, without the express written consent of AirMemo Inc. or the appropriate rights holder;
- Use any data mining, robots, or similar data gathering or extraction methods to access the Website.

AirMemo Inc. reserves the right to revoke this license at any time, for any reason, including but not limited to your violation of these Terms.

4.3 Restrictions on Use

You agree not to:

- **Alteration of Content:** Modify, translate, adapt, or otherwise alter the Website or its Content for any purpose.
- **Unauthorized Reproduction:** Copy, reproduce, distribute, transmit, publicly display, publicly perform, or create derivative works based on the Website or its Content without express written permission from AirMemo Inc.
- **Commercial Use:** Use the Website or its Content for any commercial purposes, including selling, licensing, or marketing any of the Content or services derived from the Website.

- **Misuse of Trademarks:** Use any of AirMemo Inc.'s trademarks, service marks, logos, domain names, or other distinctive brand features without prior written consent. This includes using such marks in meta tags, keywords, or other "hidden text" techniques.
- **Circumvention of Security:** Bypass or circumvent any security features, access restrictions, or measures implemented to protect the Website and its Content, or attempt to probe, scan, or test the vulnerability of the Website.

Any unauthorized use of the Website or its Content may result in termination of the limited license granted hereunder and could result in civil or criminal penalties under applicable laws.

4.4 User-Generated Content

The Website does not currently allow for the creation, submission, or sharing of user-generated content ("UGC"). Any content generated or submitted within the AirMemo application (accessible by authorized corporate users only) is governed by a separate User Agreement or Service Agreement applicable to the use of the application within a corporate environment. AirMemo Inc. claims no ownership over UGC that may be created within the application unless otherwise provided by such agreements.

- **Rights Over UGC:** Any intellectual property rights relating to UGC submitted or created within the AirMemo application remain with the creator, subject to the terms of the corporate agreement governing the use of the application.
- **License to AirMemo Inc.:** By creating UGC within the AirMemo application, the user may grant AirMemo Inc. a license to use, display, modify, or distribute such content within the private corporate environment, in accordance with the User Agreement.

5. Disclaimers and Warranties

5.1 Disclaimer of Warranties

The Website and all content, services, products, and materials available through the Website are provided on an "as-is" and "as-available" basis. To the fullest extent permitted by applicable law, AirMemo Inc., its affiliates, and licensors expressly disclaim any and all warranties, whether express or implied, including but not limited to:

- **Implied Warranties of Merchantability, Fitness for a Particular Purpose, and Non-Infringement:** We do not guarantee that the Website or its content will meet your specific requirements or expectations, or that any information provided through the Website is accurate, complete, or reliable.
- **Availability and Performance:** We make no warranty that access to the Website will be uninterrupted, timely, secure, error-free, or free of viruses, malware, or other harmful components. AirMemo Inc. assumes no responsibility for any damage to your devices, data, or systems that may result from your use of the Website or the downloading of content from the Website.
- **Content Accuracy:** While we endeavor to provide accurate and up-to-date information on the Website, we make no representations or warranties regarding the accuracy, reliability, or completeness of any content or services provided. All information available on the Website is subject to change without notice.

No advice or information, whether oral or written, obtained by you from AirMemo Inc. or through the Website shall create any warranty not expressly stated in these Terms. Your use of the Website and reliance on any information, content, or services provided on the Website is solely at your own risk.

5.2 Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall AirMemo Inc., its affiliates, directors, officers, employees, agents, or licensors be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to:

- Loss of profits, revenue, data, goodwill, or business opportunities;
- Business interruption or loss of business information;
- Costs of procurement of substitute goods or services;
- Personal injury or property damage related to the use or inability to use the Website;
- Unauthorized access to, use of, or alteration of your data or transmissions;
- Any other intangible losses arising out of or in connection with:
 - Your access to or use of, or inability to access or use, the Website or any services or content provided therein;
 - Any unauthorized access to, use of, or alteration of your transmissions or data;
 - Any conduct or content of any third party on the Website, including any defamatory, offensive, or illegal behavior by other users;
 - Any errors, inaccuracies, omissions, or defects in any content or information available through the Website.

This limitation of liability applies whether the claim is based on warranty, contract, tort (including negligence), strict liability, or any other legal theory, even if AirMemo Inc. has been advised of the possibility of such damages, and even if any limited remedy set forth herein is found to have failed of its essential purpose.

5.3 Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In such jurisdictions, AirMemo Inc.'s liability will be limited to the greatest extent permitted by law.

5.4 Maximum Liability

To the extent permitted by law, the total cumulative liability of AirMemo Inc., whether in

contract, warranty, tort (including negligence), or otherwise, arising out of or in connection with the use or inability to use the Website or these Terms shall not exceed the amount paid by you, if any, for accessing the Website during the six (6) months preceding the date of your claim, or one hundred U.S. dollars (\$100 USD), whichever is greater. This limitation is cumulative and will not be increased by the existence of more than one claim.

5.5 Release

To the fullest extent permitted by applicable law, you release AirMemo Inc., its affiliates, and their respective officers, directors, employees, agents, licensors, and suppliers from any and all claims, demands, damages, liabilities, and causes of action arising out of or in connection with your use of the Website or the services provided herein.

6. Governing Law and Dispute Resolution

6.1 Governing Law

These Terms, and any dispute, controversy, proceedings, or claim of whatever nature arising out of or in connection with these Terms or the use of the Website, shall be governed by and construed in accordance with the laws of the State of Missouri, United States, without regard to any conflicts of law principles that would result in the application of the laws of another jurisdiction.

You expressly agree that the courts and laws of Missouri shall have exclusive jurisdiction over any legal matters arising from these Terms or your use of the Website, except as otherwise required by applicable law.

6.2 Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms, the Website, or your use of the Website, including but not limited to claims related to data privacy, intellectual property rights, or consumer protection (collectively, "Disputes"), shall be resolved exclusively through binding arbitration. Arbitration shall be conducted in

accordance with the rules of the American Arbitration Association ("AAA") and shall take place in Missouri, United States, unless both parties mutually agree on an alternative venue. Arbitration proceedings shall be conducted in English.

The arbitration shall be conducted before a single arbitrator who is knowledgeable in the subject matter at issue. The arbitrator's decision and award shall be final and binding, and may be entered in any court of competent jurisdiction.

- **Costs and Fees:** Each party shall bear its own costs and fees in connection with the arbitration unless the arbitrator determines that the costs should be otherwise allocated based on the merits of the case or applicable law.
- **Limitations on Discovery:** Discovery shall be limited to the exchange of relevant documents and depositions of witnesses, unless otherwise agreed to by both parties or ordered by the arbitrator.

6.3 Waiver of Class Actions and Jury Trial

To the fullest extent permitted by law, you agree that any Disputes shall be resolved on an individual basis, and you hereby waive any right to bring or participate in any class, collective, consolidated, or representative action or arbitration. This means that:

- No claim may be brought as a class action or other representative proceeding, whether within or outside of arbitration, or on behalf of any other individuals.
- The arbitrator may not consolidate more than one party's claims or preside over any form of a representative or class proceeding.

You acknowledge and agree that you are waiving your right to a jury trial for any and all disputes covered under these Terms.

6.4 Exceptions to Arbitration

Notwithstanding the above, either party may:

- **Seek Injunctive or Equitable Relief:** AirMemo Inc. reserves the right to seek injunctive relief or other equitable remedies in any court of competent jurisdiction to prevent any unauthorized use of its intellectual property or to enforce compliance with these Terms.
- **Small Claims:** Either party may bring a claim in small claims court if the claim qualifies for such adjudication.

6.5 Time Limits for Claims

Any claim or cause of action arising out of or related to these Terms or your use of the Website must be filed within one (1) year after the claim or cause of action arose; otherwise, such claim or cause of action is permanently barred.

7. Indemnification

7.1 Indemnity

You agree to defend, indemnify, and hold harmless AirMemo Inc., its officers, directors, employees, agents, licensors, affiliates, and service providers (collectively, the “Indemnified Parties”) from and against any and all claims, demands, causes of action, damages, obligations, losses, liabilities, fines, penalties, judgments, costs, or expenses (including but not limited to attorney’s fees and legal costs) arising out of or related to:

- **Your Use of the Website:** Any claims or damages arising from or related to your access to, use of, or activities in connection with the Website, including any data, content, or services accessed through the Website.
- **Your Violation of These Terms:** Any breach or violation of these Terms, any applicable law, regulation, or legal obligation by you, including any third-party rights affected by your conduct on the Website.

- **Your Violation of Third-Party Rights:** Any claim that your use of the Website has infringed upon or violated the intellectual property, privacy, publicity, or other rights of any third party.
- **User Content or Communications:** Any claims arising from content or information you post, upload, or transmit through the Website, including but not limited to claims related to defamation, invasion of privacy, intellectual property infringement, or misrepresentation.

7.2 Indemnification Process

If any claim or action is brought against any of the Indemnified Parties in connection with your use of the Website, AirMemo Inc. reserves the right, at its sole discretion, to:

- **Assume the Exclusive Defense and Control:** AirMemo Inc. reserves the right to assume exclusive control of the defense of any such claim, at your expense. In such cases, you agree to cooperate fully with AirMemo Inc. in the defense of any such claim, including providing any necessary information or documentation required for the defense.
- **Settlement of Claims:** You may not settle any claim or enter into any agreement that affects the rights or interests of the Indemnified Parties without the prior written consent of AirMemo Inc.

7.3 Scope of Indemnification

The indemnification obligations under this section will continue to apply even after you have stopped using the Website or terminated your account, if applicable. These obligations are not limited to any particular time period and will survive indefinitely, unless otherwise prohibited by law.

7.4 No Indemnity for Company's Own Conduct

The Indemnified Parties will not be entitled to indemnification for claims or damages arising solely from their own gross negligence, intentional misconduct, or fraud. However, the indemnity obligations will still apply in the event that you contributed to or exacerbated

any claim through your use of the Website.

8. Limitation of Liability

8.1 Limitation of Liability

To the fullest extent permitted by applicable law, AirMemo Inc., its affiliates, subsidiaries, officers, directors, employees, agents, licensors, service providers, and any other party involved in creating, producing, or delivering the Website (collectively, the “Released Parties”) shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- **Loss of Profits:** Any loss of income, revenue, profits, anticipated savings, or business opportunities, whether incurred directly or indirectly.
- **Loss of Data:** Any loss, corruption, or unauthorized access to your data, transmissions, or content.
- **Loss of Goodwill:** Any damage to your reputation or goodwill, including any loss of relationships with third parties or customers.
- **Service Disruptions:** Any interruptions or downtime of the Website, delays in operation or transmission, or any failure of the Website to perform as expected.
- **Other Intangible Losses:** Any other non-material losses, such as emotional distress or inconvenience.

This limitation of liability applies regardless of whether the alleged liability is based on contract, tort (including negligence), strict liability, warranty, or any other legal theory, and even if AirMemo Inc. has been advised of the possibility of such damages.

8.2 Specific Instances of Limitation

Without limiting the generality of the foregoing, AirMemo Inc. specifically disclaims any liability arising out of or relating to:

- **Your Use or Inability to Use the Website:** Any damages resulting from your access to, use of, or inability to access or use the Website or any part thereof.
- **Unauthorized Access or Alteration:** Any damages resulting from unauthorized access to, or unauthorized use, alteration, or deletion of, your transmissions, data, or content.
- **Third-Party Content:** Any damages arising from third-party content, materials, or services accessed via links or references on the Website.
- **User Conduct:** Any liability related to the conduct, actions, or omissions of other users, including any defamatory, offensive, or unlawful conduct of third parties or other users.

8.3 Aggregate Liability

To the fullest extent permitted by law, in no event shall the total cumulative liability of AirMemo Inc., its affiliates, officers, employees, agents, licensors, or service providers, for all claims arising out of or relating to these Terms or your use of the Website, exceed the greater of:

- The total amount paid by you, if any, for accessing or using the Website during the six (6) months immediately preceding the claim; or
- One hundred U.S. dollars (\$100 USD).

This limitation applies to all claims, regardless of whether they arise from contract, warranty, tort (including negligence), strict liability, or any other legal theory.

8.4 Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth in this section may not apply to you. In such jurisdictions, AirMemo Inc.'s liability will be limited to the maximum extent permitted by applicable law.

8.5 Limitation on Legal Actions

Any claim or cause of action arising out of or related to your use of the Website or these Terms must be brought within one (1) year after the claim or cause of action accrues; otherwise, such claim or cause of action is permanently barred.

9. Termination of Access

9.1 Termination or Suspension of Access

AirMemo Inc. reserves the right, in its sole discretion, to terminate, suspend, or restrict your access to all or any part of the Website, its content, or any related services at any time, without prior notice or liability, for any reason, including but not limited to:

- **Violation of These Terms:** Your breach of any of the provisions of these Terms, or any applicable laws or regulations.
- **Misuse of the Website:** Engaging in unauthorized or prohibited activities, such as attempting to gain unauthorized access, tampering with the Website's operations, or submitting false or misleading information.
- **Legal or Regulatory Compliance:** Termination or suspension required by any law, regulation, or court order, or to comply with requests from law enforcement or government authorities.
- **Technical or Security Issues:** Suspension or termination in response to technical issues, security concerns, or to protect the integrity of the Website or its users.

In the event of termination, your right to use the Website will immediately cease, and you agree to discontinue any and all use of the Website and any content obtained from the Website.

9.2 Legal Rights and Remedies Unaffected

Termination or suspension of your access to the Website does not limit AirMemo Inc.'s

right to pursue any and all legal remedies available under these Terms or applicable law. This includes the right to seek injunctive relief, damages, or other remedies for any breach of these Terms.

9.3 Survival of Provisions

Upon termination of your access to the Website, all provisions of these Terms that by their nature should survive termination shall remain in full force and effect, including but not limited to:

- **Intellectual Property Rights:** Provisions related to the ownership and protection of AirMemo Inc.'s intellectual property.
- **Disclaimers and Warranties:** All disclaimers of warranties and limitations of liability.
- **Indemnification:** Your obligations to indemnify AirMemo Inc. and its affiliates as outlined in these Terms.
- **Governing Law and Dispute Resolution:** All provisions relating to the resolution of disputes and the applicable law governing these Terms.
- **Limitation of Liability:** Provisions limiting the liability of AirMemo Inc. and its affiliates.

9.4 User Data Upon Termination

Upon termination, AirMemo Inc. may, at its discretion, delete or deactivate any account you may have established on the Website, along with any data, content, or information associated with that account. AirMemo Inc. shall not be liable to you or any third party for any termination of your access to the Website or deletion of your data, except as required by law or the Privacy Policy.

If you believe your access to the Website was terminated or suspended in error, you may contact us at Contact@AirMemo.com to request a review of the action.

10. Force Majeure

10.1 Force Majeure

AirMemo Inc. shall not be held responsible or liable for any failure or delay in the performance of its obligations under these Terms, nor for any loss or damage that you may suffer, due to events beyond our reasonable control (each a “Force Majeure Event”). Force Majeure Events include but are not limited to:

- **Acts of God:** Natural disasters such as floods, hurricanes, earthquakes, tornadoes, lightning, wildfires, or other extreme weather conditions.
- **Government Actions:** Any actions, orders, regulations, or restrictions imposed by governmental authorities, including but not limited to laws, decrees, lockdowns, or emergency regulations.
- **War and Civil Unrest:** Acts of war, military actions, civil disturbances, riots, terrorism, insurrection, rebellion, or any other form of violent or armed conflict.
- **Industrial Disruptions:** Strikes, labor disputes, lockouts, or other industrial or labor-related disputes.
- **Supply Chain and Transportation Issues:** Delays or shortages in the supply of goods, materials, or services, interruptions in shipping or transportation networks.
- **Telecommunication Failures:** Outages, interruptions, or failures in telecommunications networks, the internet, or any other utilities or services, including power outages or failures in data storage and cloud services.
- **Epidemics and Pandemics:** Widespread health crises, including pandemics, epidemics, quarantines, or government-imposed public health orders.

10.2 Consequences of a Force Majeure Event

In the event of a Force Majeure Event, AirMemo Inc.’s obligations under these Terms will be suspended for the duration of the event. During this period:

- We will make reasonable efforts to minimize the impact of the Force Majeure Event on the performance of the Website and related services, but we cannot guarantee that the Website will remain operational or that all services will be uninterrupted.
- We will not be liable for any delay, interruption, or failure to perform any part of these Terms due to the Force Majeure Event.

10.3 Notice of Force Majeure

In the event of a Force Majeure Event, AirMemo Inc. will make reasonable efforts to notify you as soon as practicable through the Website or other appropriate communication channels regarding the nature and expected duration of the event.

10.4 Termination Due to Extended Force Majeure

If a Force Majeure Event continues for a period of more than thirty (30) consecutive days and materially affects the operation of the Website or AirMemo Inc.'s ability to fulfill its obligations under these Terms, either party may terminate these Terms by providing written notice to the other party, without liability for such termination.

11. Miscellaneous

11.1 Severability

If any provision, clause, or part of these Terms is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such invalidity, unlawfulness, or unenforceability shall not affect the validity or enforceability of any other provisions of these Terms, which shall remain in full force and effect. In such cases, the parties shall endeavor to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the same objectives and intent as the original provision.

11.2 Waiver

No failure or delay by AirMemo Inc. in exercising any right, remedy, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege preclude any further exercise thereof or the exercise of any other right, remedy, or privilege. Any waiver by AirMemo Inc. of any provision of these Terms shall be effective only if in writing and signed by an authorized representative of AirMemo Inc.

11.3 Entire Agreement

These Terms, together with any other legal notices, policies, or agreements referenced herein (including but not limited to the Privacy Policy and Cookie Policy), constitute the entire agreement between you and AirMemo Inc. concerning your access to and use of the Website. These Terms supersede and replace any prior or contemporaneous understandings, agreements, representations, or discussions between you and AirMemo Inc., whether written or oral, regarding the subject matter herein.

11.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of AirMemo Inc. Any attempted assignment or transfer in violation of this provision shall be null and void. AirMemo Inc. may assign or transfer its rights and obligations under these Terms without restriction or your consent, including in connection with a merger, acquisition, sale of assets, or by operation of law.

11.5 Relationship of the Parties

Nothing in these Terms shall be construed as creating any agency, partnership, joint venture, or employment relationship between you and AirMemo Inc., and neither party has any authority to bind the other in any respect. You agree that your use of the Website does not make you an employee, agent, partner, or legal representative of AirMemo Inc.

11.6 Notices

AirMemo Inc. may provide notices to you by email, postal mail, or by posting notices on the Website. Notices sent via email or postal mail will be deemed to have been received by you

24 hours after the email was sent or three (3) business days after the postal mail was sent, unless AirMemo Inc. is notified that the email address or postal address is invalid. Notices posted on the Website will be deemed received upon posting.

11.7 Headings

The section headings in these Terms are for convenience only and have no legal or contractual effect. They do not affect the meaning or interpretation of the provisions of these Terms.

11.8 Governing Language

These Terms have been written in the English language, and the parties expressly agree that the English version of these Terms shall govern any disputes or interpretations thereof. If these Terms are translated into any other language, the English version shall prevail in the event of any conflict between the English and translated versions.

12. Third-Party Links and Services

12.1 Third-Party Links

The Website may contain links to third-party websites, services, or resources that are not owned or controlled by AirMemo Inc. These links are provided solely for your convenience and do not constitute an endorsement, approval, or recommendation by AirMemo Inc. of any third-party website, product, service, or information. AirMemo Inc. is not responsible for the availability, accuracy, or content of such third-party websites or services, nor does AirMemo Inc. assume any responsibility for the privacy practices or other actions of third parties.

12.2 Disclaimer of Liability for Third-Party Websites and Services

By accessing third-party websites or services through links on the Website, you

acknowledge and agree that:

- AirMemo Inc. makes no representations or warranties regarding the content, accuracy, legality, or functionality of third-party websites or services.
- Any interactions, transactions, or communications you engage in with third-party websites or services are strictly between you and the third party, and AirMemo Inc. shall not be liable for any damages or losses resulting from such interactions.
- You access third-party websites and services at your own risk, and AirMemo Inc. is not responsible for any harm or losses that arise from your use of these third-party websites or services, including any software, content, or materials downloaded or viewed on such websites.

12.3 Third-Party Advertisements

The Website may also display advertisements, promotions, or sponsorships from third-party entities. Your interactions with any third-party advertisers are solely between you and the advertiser. AirMemo Inc. is not responsible for any losses or damages that may result from your participation in any promotions or interactions with third-party advertisers or sponsors.

13. User Feedback and Submissions

13.1 Feedback and Submissions

AirMemo Inc. welcomes feedback, suggestions, ideas, and other submissions from users regarding the Website, services, or products ("Feedback"). By submitting Feedback, you agree that:

- Such Feedback is provided voluntarily and with no expectation of compensation or confidentiality.
- AirMemo Inc. is free to use, disclose, reproduce, distribute, and otherwise exploit

the Feedback for any purpose, without any obligation to you or any third party.

- You grant AirMemo Inc. a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, modify, reproduce, display, distribute, or otherwise exploit the Feedback in any form or media, without further consent, compensation, or notice to you.

13.2 Ownership of Feedback

You acknowledge and agree that by submitting Feedback, you are not entitled to any intellectual property rights, proprietary claims, or compensation with respect to the Feedback, and that AirMemo Inc. shall be entitled to use such Feedback for any purpose whatsoever, commercial or otherwise.

13.3 No Obligation to Use Feedback

AirMemo Inc. is under no obligation to use or act upon any Feedback provided by users and reserves the right to use similar ideas or suggestions received from other sources, or internally developed ideas, without compensating you.

14. International Use

14.1 Compliance with Local Laws

Although the Website may be accessible globally, AirMemo Inc. makes no representation that the content, features, or services provided on the Website are appropriate or available for use in locations outside the United States. If you choose to access the Website from locations outside the United States, you do so at your own initiative and are solely responsible for:

- Complying with all local laws, rules, and regulations applicable in the jurisdiction from which you access the Website, including but not limited to those related to data privacy, intellectual property, internet usage, and export and import regulations.

- Ensuring that any content or materials you access or download from the Website comply with applicable local laws and regulations.

14.2 Export and Import Controls

You agree not to access, use, export, or re-export any content, services, or information from the Website in violation of any applicable export laws or regulations, including U.S. export control laws. You further agree that you will not use the Website to export or re-export any software, technical data, or other materials to any country, individual, or entity to which the U.S. has restricted exports.

14.3 AirMemo Inc.'s Rights

AirMemo Inc. reserves the right to restrict access to the Website or its services in any jurisdiction or region at its discretion, without notice or liability, and may limit the availability of the Website to any person, geographic area, or jurisdiction it so chooses.

15. Children's Privacy

15.1 No Use by Children Under 13

The Website and its services are not intended for use by children under the age of 13. AirMemo Inc. does not knowingly collect, solicit, or store any personal information from children under 13 without verifiable parental consent. If we become aware that personal information from a child under 13 has been collected without such consent, we will take immediate steps to delete such information.

15.2 Responsibility of Parents and Guardians

If you are a parent or guardian and believe that your child under the age of 13 has provided personal information without your consent, please contact us immediately at Privacy@AirMemo.com so we can take appropriate steps to delete such information.

15.3 Compliance with COPPA

AirMemo Inc. complies with the Children's Online Privacy Protection Act (COPPA) and other applicable laws regarding children's privacy. By using the Website, you represent and warrant that you are not under the age of 13. If you are under 18 but at least 13 years of age, you may only use the Website under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

16. Contact Information

If you have any questions, concerns, or comments regarding these Terms, or if you need to contact AirMemo Inc. for any reason, please reach out to us via email at Contact@AirMemo.com.

We welcome your feedback and will do our best to respond to your inquiries in a timely manner.