

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Terms of Use

Effective date: September 10, 2021

Welcome to simianbot. simianbot is an online platform that allows developers, individuals, companies, and agencies to easily build, host, and manage chatbots. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at legal@simianbot.com, 651 N Broad St, Suite 206, Middletown, DE, USA

You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the simianbot.com website, by sending you an email, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

simianbot takes the privacy of its users very seriously.

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 18. We do not knowingly collect or solicit personally identifiable information from children under 18; if you are a child under 18, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 18, we will delete that information as quickly as possible. If you believe that a child under 18 may have provided us personal information, please contact us at legal@simianbot.com.

What are the basics of using simianbot?

You may be required to sign up for an account and log-in to simianbot through your Facebook Messenger or other third party account, and select a password and username (“simianbot

User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own internal, non-commercial use, and only in a manner that complies with all laws that apply to you, except that you may build chatbots using the Services and sell and/or otherwise exploit and commercialize the chatbots you have built using the Services (your "Services Chatbots"). If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise create any Service Chatbots or use the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including simianbot);
- (b) Violates any law or regulation, including any applicable export control laws; (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your simianbot account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) Copies or stores any significant portion of the Content;
- (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the

Services. **What are my rights in simianbot?**

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including simianbot’s) rights.

You understand that simianbot owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn’t mean that all the restrictions above don’t apply – they do!

Do I have to grant any licenses to simianbot or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services, including any Services Chatbots you create and/or communicate with through the Services, is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant simianbot a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal simianbot account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant simianbot the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to a chatbot) (a “Limited Audience User Submission”), then you grant simianbot the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or

otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant simianbot the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all simianbot users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide.

If you are using the free version of the Services, all your Services Chatbots created through the Services will automatically include an attribution to simianbot. You agree not to remove, modify, or obscure the simianbot attribution. For clarity, the Services Chatbots are themselves deemed Public User Submissions and whether you are using the free or paid version of the Services in creating Services Chatbots, you hereby grant simianbot a nonexclusive, royalty-free, irrevocable, worldwide license to (a) use any Services Chatbots you create in simianbot’s marketing materials (such as on simianbot.com) and (b) provide any templates for the creation of such Services Chatbots to any other users of the Services, as part of the Services offerings.

In addition to the above, we may track and collect data regarding your usage of the Service (“User Data”). In addition to the licenses granted above, you grant simianbot a royalty-free, perpetual, sublicensable, irrevocable, and worldwide right and license to use, store, copy, creative derivatives, and archive User Data and the Content that you generate or upload (i) to create anonymized compilations and analyses of User Data that is combined with data from numerous other users (“Aggregate Data”), and (ii) to create, develop, and enhance tools and functionalities in connection with the Services. simianbot shall have exclusive ownership rights to, and the exclusive right to use and distribute, such Aggregate Data for any purpose. simianbot shall not, however, distribute Aggregate Data in a manner that is identifiable as User Data.

Finally, you understand and agree that simianbot, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

Will simianbot ever change the Services?

We’re always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We’ll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn’t always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Do the Services Cost Anything?

Simianbot currently offers both a free version of the Services and paid versions of the Services, the BASIC Subscription Plan, the Premium Subscription Plan and the ENTERPRISE Subscription Plan (“Paid Services”). If you are using a free version of the Services, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. simianbot reserves the right to charge for certain or all services in the future.

- a. Paid Services. If you are using our Paid Services, you will be subject to payments. Please see our Pricing Terms page <<https://simianbot.com>> for a description of the current Paid Services. Payments for Paid Services may vary monthly as set forth in the Pricing Terms. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.
- b. Billing. We may bill you directly through an invoice or use a third-party payment processor (the “Payment Processor”) to bill you through a payment account linked to your account on the Services (your “Billing Account”) for use of the Paid Services. If you are billed through a Payment Processor, the processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. Currently, we use Stripe, Inc. as our Payment Processor. You can access Stripe’s Terms of Service at <https://stripe.com/us/checkout/legal> and their Privacy Policy at <https://stripe.com/us/privacy>. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to use Paid Services, you agree to pay us, either directly or through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and you authorize us, either directly or through the Payment Processor, to charge your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.
- c. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. Any agreement you have with your payment provider will govern your use of your Payment Method. If we, either directly or through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.
- d. Recurring Billing. Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO YOUR ACCOUNT SETTINGS.

- e. **Current Information Required.** YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT YOUR ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.
- f. **Auto-Renewal for Paid Services.** Unless you opt out of auto-renewal, which can be done through your account settings, any Paid Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Paid Services at any time, go to your account settings. If you terminate a Paid Service, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SERVICE THROUGH YOUR ACCOUNT SETTINGS OR TERMINATE YOUR simianbot ACCOUNT BEFORE THE END OF THE RECURRING TERM. PAID SERVICES CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, simianbot WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.
- g. **Reaffirmation of Authorization.** Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

What if I want to stop using simianbot?

You're free to stop using the Services at any time; please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Simianbot is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. simianbot has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Services Chatbots and Content associated with your account, so keep that in mind before you decide to terminate your

account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of simianbot.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

What else do I need to know?

Warranty Disclaimer. Neither simianbot nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. THE SERVICES AND CONTENT ARE PROVIDED BY simianbot (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL simianbot (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO simianbot IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold simianbot, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without simianbot's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the simianbot may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and simianbot agree that these Terms are the complete and exclusive statement of the mutual understanding between you and simianbot, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of simianbot, and you do not have any authority of any kind to bind simianbot in any respect whatsoever. You and simianbot agree there are no third party beneficiaries intended under these Terms.