

Aigeon Terms of Use

Last Updated: June 18th, 2026

IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE “MANDATORY ARBITRATION AND CLASS ACTION WAIVER” PROVISIONS BELOW IN SECTION 16.

These Terms of Use (the “Terms of Use”) are a legal agreement between you and Aigeon, LLC, a Delaware corporation, its subsidiaries, and affiliated companies (collectively, “Aigeon,” “we,” “us,” and “our”). These Terms apply to your use of the Aigeon services through the Aigeon website, email newsletters, and related products and services owned or operated by Aigeon (the “Services”) unless you have entered into a separate agreement with us. All references to “you” or “your,” as applicable, mean the person who accesses, uses, and/or participates in the Services in any manner, and each of your heirs, assigns, and successors, and “party” or “parties” to these Terms refers to both you and us.

By using Aigeon's services, or by registering an account, you agree to these [Terms of Use](#), our [Privacy Policy](#), the [Data Processing Agreement](#), and our [Acceptable Use Policy](#) (together, the “Terms”). If you do not agree to these Terms, then you have no right to access or use the Services.

For information about how we collect, use, and share the data we collect from and about you when using our site, please see our [Privacy Policy](#).

Additional terms may also apply for promotions, sweepstakes, contests, giveaways, or similar programs. If these Terms are inconsistent with any such policies or additional terms, the terms of the applicable policy or the additional terms shall apply. The dispute resolution provisions in Section 16 below shall apply to any dispute arising under these Terms or any applicable additional terms, even if there is a conflict between these Terms and the applicable additional terms.

We may, from time to time, modify these Terms. Please check this page periodically for updates. Any changes will be posted on the Services. If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Services. The updated Terms will take effect after their posting and will apply on a going-forward basis, unless otherwise provided in a notice to you or

as required by applicable laws, and except as provided in the Mandatory Arbitration and Class Action Waiver section (Section 16) of these Terms, which may only be changed as stated in that section. Your continued use of the Services after any such update constitutes your binding acceptance of such changes.

1. Account

a. Eligibility

To use the Services you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction, or, if you have parental consent, 13 years of age) and competent to agree to these Terms.

If you are in the U.S. and under 13, you may not use our Services under any circumstances or for any reason. Our Services are not targeted at anyone who is under 13 years of age. If you know of anyone under the age of 13 using our Services, you may report their use to compliance@aigeon.ai.

If we have previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services absent our express, written consent.

b. Account Registration and Use

i. **Account Registration and Confidentiality.**

You will be required to create an account to use the Services. During the registration process, you must select a username and password and provide us with additional information, such as your email and physical address. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your username and password. We may assume that any communications we receive under your account have been made by you.

You may choose to access our Services through a third-party, such as Facebook or Google, and if you do this, you give us permission to access and use certain information from that third-party account. By using our

Services, you are permitting us to collect, store, keep, and use any of the information you permitted the third-party to provide to us. You can control the amount of information accessible to us by adjusting your privacy settings within your third-party account. We will use this data in accordance with our Privacy Policy. We have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service.

ii. **Unauthorized Account Use.**

You are responsible for notifying us at compliance@aigeon.ai if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. We will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by us or a third party due to someone else using your account.

2. Subscriptions and Automatic Renewal

If you purchase a subscription to the Services (a "Subscription"), we or its third-party payment processor will automatically charge your payment method each renewal period for the then-current Subscription fee until you cancel or when terminated in accordance with these Terms. **After your initial Subscription period, and again after any subsequent subscription period, your Subscription will automatically commence on the first day following the end of such period and continue for an additional equivalent period, at our then-current price for such subscription.**

We may change the Subscription terms or Subscription fees at any time on a going forward basis at our discretion. If the price increases for the Services you are subscribed to, we will notify you, and provide you an opportunity to change or cancel your Subscription before

charging you in connection with an automatic renewal. We may choose in our sole discretion to add, modify, or remove benefits and features from the Services. Your continued use of the Services after the changes become effective will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may cancel your subscription. If you accept the new subscription, its terms and conditions will apply for that renewal and all renewals going forward.

For Subscription billed directly through us, you may cancel or change your subscription by Logging into your account > Go to ""Pricing" page > Click "Downgrade" on the "Free" plan. If you purchased your subscription through a third-party (such as Google Play or iOS), you will need to contact the third-party directly, or follow instructions provided by the third-party, to cancel or make changes to your subscription. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires.

EXCEPT AS OTHERWISE STATED IN THESE TERMS OR AS REQUIRED BY APPLICABLE LAW, YOUR SUBSCRIPTION FEE IS NONREFUNDABLE. If you cancel your subscription, you are not entitled to receive any refund or credits for the time remaining in your subscription period. Except as otherwise stated in these Terms or as required by applicable law, you will continue to have the same access and benefits of your subscription for the remainder of the current subscription period.

We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.

By subscribing, you authorize us to charge your payment provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if we do not receive payment from your payment provider, (a) you agree to pay all amounts due on your account upon demand and/or (b) you agree that we may either terminate or suspend your subscription and continue to attempt to charge your payment provider until payment is received (upon receipt of payment, your subscription will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received). You authorize us to receive updated information from your payment provider (e.g., new credit card number or updated expiration date). You are responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to your Subscription or the Services, whether domestic or foreign, other than our income tax. Fees and expenses are exclusive of such taxes.

From time to time, we may offer trial, discounted, or other promotional subscription fees. Such trial or promotional memberships are subject to these Terms except as otherwise stated in the promotional offer, including which users are eligible for promotional rates. Only one trial or promotional rate is available per household and may not be combined with any other promotion, except as otherwise stated in the promotional offer. If your subscription is ever cancelled or terminated for any reason, and you purchase an additional subscription, you may not be eligible to take advantage of another promotional rate offer. If your subscription includes a discount or promotional rate, you will be charged the promotional rate for the relevant number of subscription periods, and upon completion of the promotional period, your subscription will continue to automatically renew at the then-current subscription fee. To cancel and avoid being charged the full rate, you must cancel your subscription before the discount or promotional period ends. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

3. License / Our Proprietary Rights

- a. **Aigeon License.** Subject to your compliance with and notwithstanding any divergent provision of the Terms while you have an active Subscription with us, we grant you a revocable, non-exclusive, non-sublicensable and non-transferable license to use the Services and any other technical means embedded in the Service within the scope and for the purposes of the Service offered. This license does not grant you any rights to access, usage or disclosure of the original source code. All rights and license grants to you shall immediately terminate upon any termination or expiration of your Subscription. The Service licensed to you shall be valid and functional for the entire duration of your subscription, subject to the conditions of the Terms including, without limitation, any possible required updates. It is understood that the possible occurrence of errors and occasional technical faults is inherent to the nature of the Services. To the extent required under applicable law or the Terms, we commit to correcting and resolving possible defects or faults impairing the Service's functionality during the validity period, unless these result from any improper or irregular use of the Service, including (without limitation) your failure to implement any required updates.
- b. **Your License.** You agree that by providing your content on the Aigeon newsletter platform ("**Content**") you grant us a non-exclusive, fully paid-up and royalty-free license to process Content solely as contractually required for the Service. To the extent permitted by applicable law, you waive any moral rights in connection with Content you provide to us.
 - i. You are solely liable for any Content you upload, post, share, or provide through the Service. You agree that we do not have any obligation to filter or moderate such content.
 - ii. You agree that we reserve the right to remove, delete, or block Content at our discretion and without prior notice, and to deny any uploading User's access to the Services:

1. Upon becoming aware of any (alleged) violation of any agreement between us, any third-party rights, or applicable law, based on such content;
 2. if a notice of infringement of intellectual property rights is received;
 3. if a notice of violation of a third party's privacy, including their intimate privacy, is received;
 4. upon order of a public authority; or
 5. where you are made aware that the content, while being accessible via the Services, may represent a risk for users, third parties and/or the availability of the Service.
- iii. The removal, deletion or blocking of Content shall not entitle you to any claims for compensation, damages or reimbursement.
 - iv. You agree to hold us harmless from and against any claim asserted and/or damage suffered due to content you provided to or provided through the Services.

c. Reserved Rights. Neither you nor we grant each other any rights or licenses not expressly set out in these Terms. Except for our express rights in these Terms, as between the parties, you retain all intellectual property and other rights in your Data. Except for your express rights in these Terms, as between the parties, we and our licensors retain all intellectual property and other rights in the Service, any professional services deliverables and our related technology.

d. Feedback. To the extent you submit any comments, suggestions, ideas, proposals, plans or feedback related to the Services or our business ("Feedback"), you acknowledge and agree that you are submitting that Feedback at your own risk and that we have no obligation (including of confidentiality or privacy) with respect to your Feedback. Any Feedback will be considered non-confidential and non-proprietary to you. By submitting the Feedback, you grant to us a non-exclusive, royalty-free, fully paid, unlimited, worldwide, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license, in any and all manner and media, whether now known or hereinafter invented or devised, to reproduce, license, distribute, modify, adapt, publicly perform, publicly display, create derivative works of (for example, translations, adaptations, or other changes), and otherwise use and exploit in any manner (including commercially), any and all Feedback, without compensation to you.

4. Users.

You may permit users to use the Service on your behalf (in addition to you, the "Users"). You are responsible for provisioning and managing your User accounts, for your Users' actions through the Service and for their compliance with these Terms. You will ensure that Users keep their login credentials confidential and will promptly notify us upon learning of any compromise of User accounts or credentials. At our sole discretion, we may terminate any or all of your User accounts if such any account fails to meet the Minimum Content Standards (as defined below).

5. Support. We will provide the support for the Service as described in the Support Policy (“Support”).

6. Data.

- a. **Use of Your Data.** Subject to these Terms, we will access and use your Data solely to provide and maintain the Service under these Terms (“Use of Your Data”). Use of your Data includes sharing Data at your direction through the Service and to advertisers for targeted advertising, but we will not otherwise disclose your Data to third parties except as permitted in these Terms. Your “Data” means any data, content or materials that you and your Users submit to your Service accounts, including from Third-Party Platforms. “Third-Party Platforms” means any product, add-on or platform not provided by us that you use with our Service.
- b. **Security.** We will use appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of your Data.
- c. **DPA.** The parties will adhere to the Data Processing Addendum. Where we are an independent controller of your Data relating to an identified or identifiable natural person (“Personal Data”) received from you, the provisions set forth in Appendix 2 of the Data Processing Addendum shall apply.
- d. **Usage Data.** We may collect Usage Data and use it to operate, improve and support the Service and for other lawful business purposes, including benchmarking and reports. However, we will not disclose Usage Data externally unless it is (a) de-identified so that it does not identify you, your Users or any other person and (b) aggregated with data across other publishers. “Usage Data” means your technical logs, data and learnings about your use of the Service, but excluding your Data.

7. Warranties and Disclaimers

- a. **Mutual Warranties.** Each party represents and warrants that:
 - i. it has the legal power and authority to enter into this agreement, and
 - ii. it will use industry-standard measures to avoid introducing viruses, malicious code or similar harmful materials into the Service.
- b. **Additional Warranties.** We warrant that the Service will perform materially as described in the standard usage documentation for the Service and we will not materially decrease the overall functionality of the Service during your Subscription (the “Performance Warranty”), and
- c. **Warranty Remedy.** We will use reasonable efforts to correct a verified breach of the Performance Warranty reported by you. If we fail to do so within 30 days after your warranty report (“Fix Period”),

then either party may terminate your Subscription as relates to the non-conforming Service, in which case we will refund to you any pre-paid, unused fees for the terminated portion of the Subscription. To receive these remedies, you must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Service ("Claim Period"). These procedures are your exclusive remedies and our sole liability for breach of the Performance Warranty.

- d. **Disclaimers.** Except as expressly set out in these Terms, each party disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title and noninfringement. Our warranties in this Section 7 do not apply to issues arising from Third Party Platforms or misuse or unauthorized modifications of the Service. These disclaimers apply to the full extent permitted by any laws, regulations, rules, court orders or other binding requirements of a government authority that apply to you or us ("Laws").
- e. **As Is.** EXCEPT AS SET FORTH HEREIN, YOUR ACCESS TO AND USE OF THE SERVICES AND THE SOFTWARE ARE AT YOUR OWN SOLE RISK. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES AND THE SOFTWARE, INCLUDING WITH RESPECT TO AMOUNT OF REVENUE THAT MAY BE EARNED BY THE SERVICES OR THAT THE SERVICES WILL BE ERROR FREE AND UNINTERRUPTED. WE ARE NOT OBLIGATED TO SEND ANY NEWSLETTER AND SHALL NOT BE LIABLE FOR FAILURE TO SEND ANY NEWSLETTERS. IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR ANY BUGS, VIRUSES, TROJAN HORSES, OR SIMILAR ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICES, OR ANY LINK PROVIDED ON THE SERVICES, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

- f. **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 such as above in Section 7.d. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state or jurisdiction that permits the exclusion of these warranties and liabilities, then the limitations in Section 7.d above specifically do apply to you.
- g. **Trials and Betas.** We may offer optional Trials and Betas. Use of Trials and Betas is permitted only for your internal evaluation during the period designated by us when making the Trials and Betas available (or if not designated, 30 days). Either you or we may terminate your use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features never released. Notwithstanding anything else in these Terms, we offer no warranty, indemnity, Service Level Agreement, or Support for Trials and Betas and its liability for Trials and Betas will not exceed US\$100.

8. Indemnity

- a. **Indemnification by Aigeon.** We, at our own cost, will defend you from and against any third-party claim that the Service, when you use it as authorized in the Terms, infringes or misappropriates a third party's intellectual property rights ("Provider-Covered Claims") and will indemnify and hold you harmless from and against any damages or costs awarded against you (including reasonable attorneys' fees) or agreed in settlement by us resulting from the Provider-Covered Claims.
- b. **Indemnification by You.** You, at your own cost, will defend us from and against any third-party claim arising from your breach or alleged breach of Section 10 (Usage Rules) or relating to your Content ("Publisher-Covered Claims") and will indemnify and hold harmless us from and against any damages or costs awarded against us (including reasonable attorneys' fees) or agreed in settlement by you resulting from the Publisher-Covered Claims.
- c. **Procedures.** The indemnifying party's obligations in this Section 8 are subject to receiving from the indemnified party: (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay), (b) the exclusive right to control the claim's investigation, defense and settlement and (c) reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Service when we are the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

- d. **Mitigation.** In response to an infringement or misappropriation claim, if required by settlement or injunction or as we determine necessary to avoid material liability, we may: (a) procure rights for your continued use of the Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement, without reducing the Service's overall functionality or (c) terminate the affected Subscription and refund to you any pre-paid, unused fees for the terminated portion of the Subscription.
- e. **Exceptions.** Our obligations in this Section 8 do not apply to claims resulting from (a) modification or unauthorized use of the Service, (b) use of the Service in combination with items not provided by us, including Third-Party Platforms or (c) our software other than the most recent release, if we made available (at no additional charge) a newer release that would avoid infringement.
- f. **Exclusive Remedy.** This Section 8 sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section 8.

9. Limitations on Liability

- a. **General Cap.** Neither your nor our entire liability arising out of or related to these Terms, the Subscription, and the Service will exceed the amounts paid or payable by you to us pursuant to your Subscription in the 3 months immediately preceding the first incident giving rise to liability ("General Cap").
- b. **Consequential Damages Waiver.** Neither you nor we will have any liability arising out of or related to these Terms, the Subscription, and the Service for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed of their possibility in advance.
- c. **Exceptions and Enhanced Cap.** Sections 9.a (General Cap) and 9.b (Consequential Damages Waiver) will not apply to (a) your or our breach of Section 6.c (DPA), (b) the indemnifying party's obligations under Section 8 (Indemnification), (c) either party's infringement or misappropriation of the other party's intellectual property rights, and (d) any breach of Section 12 (Confidentiality), excluding breaches related to your Data ("**Enhanced Claims**"). For all Enhanced Claims, our entire liability will not exceed the lesser of three times (3x) the General Cap and \$100,000.
- d. **Nature of Claims.** The waivers and limitations in this Section 9 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in these Terms fails of its essential purpose.

10. Usage Rules

- a. **Compliance.** You agree to comply with our Acceptable Use Policy (“AUP”). Further, you represent and warrant that you have all rights necessary to use your Data with the Service and grant us the rights to your Data specified in these Terms, without violating third-party intellectual property, privacy or other rights. Between you and us, you are responsible for the content and accuracy of your Data. If you fail to comply with the AUP, we may, at our sole discretion depending on the severity of the violation, do any of the following:
- i. immediately terminate your use of the Services;
 - ii. refuse to circulate newsletters that violate the AUP;
 - iii. limit the number of newsletters that you can circulate within any timeframe; and
 - iv. all other reasonable steps to prevent a violation of the AUP.
- b. **High Risk Activities & Sensitive Data.** You agree that you:
- i. will not use the Service for High Risk Activities,
 - ii. will not submit Sensitive Data to the Service, and
 - iii. acknowledges that the Service is not designed for (and we have no liability for) use prohibited in this Section 10.b.

“**High Risk Activities**” means activities where use or failure of the Service could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

“**Sensitive Data**” means (a) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”), (b) credit, debit, bank account or other financial account numbers, (c) social security numbers, driver’s license numbers or other government ID numbers and (d) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation.

- c. **Restrictions.** You agree that you will not and will not permit anyone else to: (a) sell, sublicense, distribute or rent the Service (in whole or part), grant non-Users access to the Service or use the Service to provide a hosted or managed service to others, (b) reverse engineer, decompile or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to us, (c) copy, modify, create derivative works of or remove proprietary notices from the Service, (d) conduct security or vulnerability tests of the Service, interfere with its operation or circumvent its access restrictions or (e) use the Service to develop a product that competes with the Service. In addition to the foregoing, you agree not to use the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited.

- d. **Eligibility for Monetization Revenue Share.** To remain eligible for our email monetization revenue share Service, your newsletters must maintain an aggregate minimum content score ("Minimum Content Score"). We will provide you notice if your monetized newsletters fall below the Minimum Content Score. In addition to our rights set forth in Section 10.a. (Compliance) above, for as long as your monetized newsletters continue to fall below the Minimum Content Score, or if your monetized newsletters continue to fail to meet the Minimum Content Score, we may, at our discretion, (1) cease sending monetized newsletters that fail to meet the Minimum Content Score, or (2) terminate the relevant Subscription. In addition, we may terminate individual Users who are failing to meet the Minimum Content Score, and you agree not to attempt to circumvent such termination by creating a new User account for such User. Minimum Content Score is a dynamic score determined by us at our sole discretion, but some causes for failing to meet Minimum Content Score include a high proportion of emails that are spam, include phishing, malicious content, unsolicited commercial content, deceptive subject lines, and/or no working unsubscribe option, and are otherwise low quality emails.

11. Third-Party Platforms.

You may choose to enable integrations or exchange your Data with Third-Party Platforms. Your use of a Third-Party Platform is governed by your agreement with the relevant provider, not these Terms, and we are not responsible for Third-Party Platforms or how their providers use your Data.

12. Confidentiality.

- a. **Use and Protection.** As the recipient, both parties to these Terms will (a) use Confidential Information only to fulfill its obligations and exercise its rights under these Terms, (b) not disclose Confidential Information to third parties without the discloser's prior approval, except as permitted in these Terms and (c) protect Confidential Information using at least the same precautions the recipient uses for its own similar information and no less than a reasonable standard of care.
- b. **Permitted Disclosures.** The recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for us, any of our subcontractors), provided we remain responsible for their compliance with this Section 12 and they are bound to confidentiality obligations no less protective than this Section 12.

- c. **Exclusions.** These confidentiality obligations do not apply to information that the recipient can document (a) is or becomes public knowledge through no fault of the recipient, (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser, (c) it rightfully received from a third party without confidentiality restrictions or (d) it independently developed without using or referencing Confidential Information.
- d. **Remedies.** Breach of this Section 12 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 12, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.
- e. **Required Disclosures.** The recipient may disclose Confidential Information (including your Data) to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

13. Modification and Termination

- a. **Modification of Services.** We reserve the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services.
- b. **Termination.** These Terms are effective unless and until terminated by you or us in writing. If we terminate your Subscription, these Terms will terminate and all rights you have to access the Services will immediately terminate; however, certain provisions of these Terms will still apply post termination, including without limitation, the following 2 (Subscriptions and Automatic Renewals) (for amounts then due and taxes), 3.c (Reserved Rights), Sections: 6.d (Usage Data), 7.d (Disclaimers), 8 (Indemnification), 9 (Limitations of Liability), 10 (Usage Rules), 12 (Confidentiality), 13.b (Termination), 13.d (Data Export & Deletion), Section 16 (Mandatory Arbitration and Class Action Waiver), and 18 (General Terms). Termination of your account may also include, at our sole discretion, the deletion of your account and/or your Data. Notwithstanding the foregoing, if we terminate your Subscription due to our own fault, you will receive a pro-rata refund of the Subscription fee to your original form of payment. Upon your termination of these Terms, your Subscription shall be immediately terminated, and you agree to cease using all of our Services immediately.

- c. **Suspension.** We may suspend your access to the Service and related services due to a Suspension Event, but where practicable will give you prior notice so that you may seek to resolve the issue and avoid suspension. We are not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once the Suspension Event is resolved, we will promptly restore your access to the Service in accordance with the Terms. "Suspension Event" means (a) payment for your Subscription pursuant to Section 2 hereto failed, (b) you are in breach of Section 10 (Usage Rules) or (c) your use of the Service risks material harm to the Service or others.
- d. **Data Export & Deletion.**
- i. During a Subscription Term, you may export your Data from the Service (or we will otherwise make your Data available to you) at your request.
 - ii. After termination or expiration of these Terms, within 60 days of request, we will delete your Data and each party will delete any Confidential Information of the other in its possession or control.
 - iii. Nonetheless, the recipient may retain your Data or Confidential Information in accordance with its standard backup or record retention policies or as required by Law, subject to Section 12 (Confidentiality) and the DPA.

14. Legal Compliance

You acknowledge, consent, and agree that we may access, preserve, and disclose your information and/or any Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by our Privacy Policy or reasonably necessary or appropriate for any of the following reasons:

1. to comply with legal process;
2. to enforce these Terms, our Privacy Policy, or other contracts with you, including investigation of potential violations thereof;
3. to respond to claims that any Content violates the rights of third parties;
4. to respond to your requests for customer service; and/or
5. to protect our rights, property, or personal safety, or those of our agents and affiliates, its users, or the public. This includes exchanging information with other companies and organizations for fraud protection, spam/malware prevention, and similar purposes.

15. Copyright Policy

We respect the intellectual property rights of others and ask that users of our Services do the same. If you believe any Content accessible on or from the Services infringes your copyright, you may request removal of that Content (or access to it) from the Services by submitting a DMCA Takedown Request by submitting a written notification to our designated copyright agent at:

Aigeon, LLC

Attn.: Legal Department

800 W. El Camino Real, Suite 310

Mountain View, CA 94040

Email: compliance@aigeon.ai

To be effective, your written notice must comply with Section 512(c)(3) of the DMCA and include:

1. An electronic or physical signature of the owner or authorized agent.
2. Identification of the copyrighted work claimed to be infringed.
3. A description of the infringing material with sufficient information to locate it (e.g., URL).
4. Your contact details (name, address, phone, and email).
5. A statement affirming a good faith belief that the disputed use is unauthorized.
6. A statement made under penalty of perjury that the information provided is accurate.

Please be aware that if you knowingly materially misrepresent that Content or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

a. Counter Notification Procedures

If you believe that Content you Posted on the Services was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "**Counter Notice**") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

1. Your physical or electronic signature.

2. An identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or access disabled.
3. Your name, postal address, telephone number, and, if available, email address.
4. A statement by you, made under penalty of perjury, that you have a good faith belief that the Content identified above was removed or disabled as a result of a mistake or misidentification of the Content to be removed or disabled.
5. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which our Services may be found) and that you will accept service from the person (or an agent of that person) who provided us with the complaint at issue.

Our designated agent to receive Counter Notices is:

Aigeon, LLC

Attn.: Legal Department

800 W. El Camino Real, Suite 310

Mountain View, CA 94040

Email: compliance@aigeon.ai

The DMCA allows us to restore the removed Content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that Content or activity on the Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

b. Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers of the DMCA.

16. Mandatory Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO OUR UNITED STATES AND CANADA USERS. IF YOU ARE AN AIGEON USER LOCATED IN THE UNITED STATES OR CANADA, THIS SECTION APPLIES TO YOU.

- a. **Application.** You and we agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 16 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to product availability, purchases, and advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you. If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate; however, certain provisions of these Terms will still apply post termination, including without limitation, the Mandatory Arbitration and Class Action Waiver provisions below in this Section 16. Termination of your account may also include, at our sole discretion, the deletion of your account and/or Content.
- b. **Initial Dispute Resolution.** Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at compliance@aigeon.ai, and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree

to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with us, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. Failure to engage in this process could result in the award of fees against you in arbitration.

- c. **Binding Arbitration.** If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in Section 16.h below) subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of the Services or any services provided by us shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class or representative actions.

- d. **Arbitrator's Powers.**

Except as explicitly set forth in this Section 16, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The parties agree that the arbitrator may allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The rules governing the arbitration may be accessed at www.jamsadr.org or by calling JAMS at (800) 352-5267. If you commence arbitration in accordance with these Terms, you will be required to pay \$250 to initiate the arbitration. To the extent the filing fee for the

arbitration exceeds the cost of filing a lawsuit, the arbitrator may require us to pay the additional cost. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. For claims above \$75,000, fees and costs will be determined in accordance with applicable JAMS rules. The arbitration rules permit you to recover attorney's fees in certain cases.

Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which they are based. The arbitrator and/or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions in accordance with JAMS Rule 24 for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11).

The parties agree that JAMS has discretion to modify the amount or timing of any administrative or arbitration fees due under JAMS's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Section 16 while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

- e. **Choice of Law.** These Terms shall be construed in accordance with and governed by the laws of the State of New York notwithstanding its conflicts of law principles.
- f. **Location.** If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you, unless you and we both agree to another location or telephonic arbitration. You and we agree to submit to the personal jurisdiction of any federal or state court in New York, New York in order to compel

arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

- g. **Class Action Waiver.** The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.
- h. **Exception.** Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court in your state and county of residence. Seeking such relief shall not waive a party's right to arbitration under these Terms.
- i. **Right to Opt Out within 30 Days.** You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to compliance@aigeon.ai with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of (a) April 1, 2026; or (b) your first date that you used the Services that contained any versions of the Terms that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, we also will not be bound by them.

- j. **Changes to This Section.** We will provide thirty (30) days' notice of any changes affecting the substance to this section by posting on the Services. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you by email. If you continue to use the Services after the 30th day, you agree that any unfiled claims of which we do not have actual notice are subject to the revised clause.
- k. **Survival.** This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.

17. Marketing and Publicity

You grant us and our affiliates (and their agents and contractors acting on their behalf), during your Subscription, a personal, non-exclusive, non sublicensable, non-transferable, worldwide, royalty-free, license to use, reproduce, and display your trademarks as follows:

- i. in connection with your use of the Service as your newsletter provider;
- ii. in the marketing, advertising and promotion of the availability of the Services in any medium, including the right to use screenshots of your newsletters and images of your trademarks, including but not limited to use in instructional materials, training materials, marketing materials, and standard advertising in any medium; and
- iii. in a publicly disclosed list of the Services users.

18. General Terms

- a. **Force Majeure.** Under no circumstances shall we or our licensors or suppliers be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.
- b. **No Waiver.** No waiver of any provision of these Terms will be binding unless in writing, no waiver of any provisions of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and our failure to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.
- c. **Third-Party Beneficiaries/Relationship between the Parties.** You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to

these Terms. No agency or employment between you and us is created as a result of the Terms or your use of the Services.

- d. **Statute of Limitations.** Except for residents of New Jersey, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- e. **Miscellaneous.** These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and us and govern your use of the Services, and supersede any prior agreements between you and us on the subject matter. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by us without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by one of our representatives. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. If you are using the Services for or on behalf of the U.S. government, your license rights do not exceed those granted to non-government consumers. The section titles in these Terms are for convenience only and have no legal or contractual effect. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms shall survive.
- f. **Notices.** We may deliver notice to you by e-mail, posting a notice on the Services or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following physical or email address: (1) Aigeon, LLC, Attn.: Legal Department, 800 W. El Camino Real, Suite 310, Mountain View, CA 94040; or (2) Email: compliance@aigeon.ai.
- g. **Subcontractors.** We may use subcontractors and permit them to exercise our rights and fulfill our obligations, but we remain responsible for their compliance with these Terms and for our overall performance under these Terms. This does not limit any additional terms for subprocessors under a DPA.
- h. **Import and Export Jurisdiction.** Content and software from the Services may be subject to U.S. export jurisdiction and the import jurisdiction of other countries. In connection with your use of the Services, you are solely responsible for complying with all applicable export, re-export, and import control laws and regulations of all applicable jurisdictions, including, but not limited to, those of the U.S. Department of Commerce, Export

Administration Regulations, 15 CFR Parts 730-774, the International Traffic in Arms Regulations, country-specific economic sanctions programs implemented by the Office of Foreign Assets Control and export and import control laws and regulations of any other countries. You may not, directly or indirectly, use, distribute, transfer or transmit Content or software from the Services, whether by way of a direct product or of such materials or products, software, or other technical information into which Content or software from the Services has been incorporated, except in compliance with all applicable export and import laws and regulations of all relevant jurisdictions.

- i. **Open Source.** Our software distributed to you (if any) may include third-party open source software (“Open Source”), and we will provide you with Open Source information upon your request. If you elect to use the Open Source on a stand-alone basis, that use is subject to the applicable Open Source license and not these Terms.
- j. **Government Rights.** To the extent applicable, the Service is “commercial computer software” or a “commercial item” for purposes of FAR 12.212 for and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of the Service is governed solely by the terms of these Terms, and all other use is prohibited.
- k. **Import and Export Jurisdiction.** Content and software from the Services may be subject to U.S. export jurisdiction and the import jurisdiction of other countries. In connection

Questions

If you have any questions about these Terms, please contact us by email at compliance@aigeon.ai.