

Echo Labs Website Terms of Use

Last updated: May 10, 2024

1. Introduction

These Echo Labs Website Terms of Use (“Terms of Use”) provides important information regarding your use of the ei.ai website (the “Website”) owned and operated by Echo Laboratories, Inc. (“Echo Labs,” “we” or “us”). By using the Website, you signify your assent to these Terms of Use and [Echo Labs Website Privacy Policy](#), which is incorporated herein by reference. If you do not agree to these Terms of Use and/or the Website Privacy Policy, please do not use the Website. These Terms of Use do not apply to the services and products that Echo Labs provides; those services and products are governed by separate agreements that Echo Labs has with its customers.

2. Access to the Website

These Terms of Use apply to all users who access or use the Website. Subject to these Terms of Use, Echo Labs grants you a non-transferable, non-exclusive, revocable, limited license to access and use the Website for you own personal, non-commercial use. The rights granted to you in these Terms of Use are subject to the following restrictions:

- You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website, whether in whole or in part, or any content displayed on the Website.
- You shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Website.
- You shall not access the Website in order to build a similar or competitive website, product, or service.
- Except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means.

Unless otherwise indicated, any future release, update, or other addition to functionality of the Website shall be subject to these Terms of Use. All copyright and other proprietary notices on the Website (or on any content displayed on the Website) must be retained on all copies thereof.

Echo Labs reserves the right, at any time, to modify, suspend, or discontinue the Website (in whole or in part) with or without notice to you. You acknowledge and agree that Echo Labs will

not be liable to you or to any third party for any modification, suspension, or discontinuation of the Website or any part thereof. You also acknowledge and agree that Echo Labs will have no obligation to provide you with any support or maintenance in connection with the Website.

Excluding any User Content (as defined below) that you may provide, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets in the Website and its content are owned by Echo Labs. Neither these Terms of use nor your access to the Website transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth above. Echo Labs reserves all rights not granted in these Terms of Use. There are no implied licenses granted under these Terms of Use.

If you provide Echo Labs with any feedback or suggestions, you hereby assign to Echo Labs all rights in such feedback and agree that Echo Labs shall have the right to use and fully exploit such feedback and related information in any manner it deems appropriate. Echo Labs will treat any feedback you provide as non-confidential and non-proprietary. You agree that you will not submit to Echo Labs any information or ideas that you consider to be confidential or proprietary.

3. User Content

The Website may allow you to submit information and content (“User Content”). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent or warrant that your User Content does not violate our Acceptable Use Policy in Section 4 below. Echo Labs does not endorse any User Content or opinion, recommendation, belief, or advice expressed therein, and expressly disclaims any and all liability in connection with User Content. Echo Labs is not obligated to review any User Content before or after it is submitted to the Website, but reserves the right to remove, delete, or edit any User Content at any time without prior notice. Echo Labs is not obligated to backup any User Content, and you are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

You hereby grant (and represent that you have the right to grant) to Echo Labs an irrevocable, non-exclusive, royalty-free, fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, for the sole purpose of including your User Content on the Website. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions or moral rights or attribution with respect to your User Content. Notwithstanding the foregoing, any User Content uploaded to the Website for the sole purpose of obtaining captioning services from Echo Labs shall be subject to a more limited license, namely a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use, copy, store, transmit, modify, and display such User Content solely to the extent necessary to provide such services to the user.

Since we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, appropriateness, or quality of any User Content. Your interactions with other users of the Website are solely between you and such users. You agree that Echo Labs will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any user of the Website, we are under no obligation to become involved.

4. Acceptable Use Policy

You agree not to use the Website to collect, upload, transmit, display, or distribute any User Content that:

- Violates any third-party right, including copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- Is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable.
- Is harmful to minors in any way.
- Is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to:

- Upload, transmit, or distribute to or through the Website any computer viruses or worms, or any software intended to damage or alter a computer system or data.
- Send through the Website unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise.
- Use the Website to harvest, collect, gather, or assemble information or data regarding other users, including e-mail addresses, without their consent.
- Interfere with, disrupt, or create an undue burden on servers or networks connected to the Website, or violate the regulations, policies or procedures of such networks.

- Attempt to gain unauthorized access to the Website (or to other computer systems or networks connected to or used together with the Website).
- Harass or interfere with any other user's use and enjoyment of the Website.
- Use software or automated agents or scripts to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms of Use or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content and/or reporting you to law enforcement authorities.

5. Third-Party Links and Ads

The Website may contain links to third-party websites and services, or display advertisements for third parties, that are not under the control of Echo Labs, and Echo Labs is not responsible for any such third-party links and ads. Echo Labs provides access to these third-party links and ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such third-party links and ads. When you click on any of the third-party links and ads, the applicable third party's terms and policies apply, including its privacy and data gathering practices. You should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction in connection with such third-party links and ads.

6. Term and Termination

Subject to this Section 6, these Terms of Use will remain in full force and effect while you use the Website. We may suspend or terminate your rights to use the Website at any time for any reason at our sole discretion, including for any use of the Website in violation of these Terms of Use. Upon termination of your rights under these Terms of Use, your right to access and use the Website will terminate immediately. You understand that any termination of your right to access the Website may involve deletion of your User Content from our live databases. Echo Labs will not have any liability whatsoever to you for any termination of your rights under these Terms of Use, including for deletion of your User Content. Even after your rights under these Terms of Use are terminated, the provisions of these Terms of Use that are likely to require performance,

or have application to events that may occur after termination of these Terms of Use, will survive termination.

7. Release and Disclaimer

You hereby release and forever discharge Echo Labs and its employees, officers, directors, contractors, and agents from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Website (including any interactions with, or act or omission of, other Website users or any third-party links or ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, ECHO LABS AND ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AND AGENTS DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. ECHO LABS MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE WEBSITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ECHO LABS OR ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING FROM OR RELATED TO THESE TERMS OF USE OR YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF ECHO LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO AND USE OF THE WEBSITE ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF USE OR YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF US \$50. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

9. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless Echo Labs and its officers, directors, employees, contractors, and agents, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Website; (b) your violation of any term of these Terms of Use; (c) your violation of any third party right; or (d) your User Content. Echo Labs reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Echo Labs.

10. Ability to Accept Terms of Use

You affirm that you are 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. The Website is not intended for children under 18. If you are under 18 years of age, then please do not use the Website.

11. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Echo Labs without restriction.

12. General

You agree that the Website shall be deemed a passive website that do not give rise to personal jurisdiction over Echo Labs, either specific or general, in jurisdictions other than California. The Terms of Use shall be governed by the laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Echo Labs that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction

located in San Francisco County, California. These Terms of Use, together with the Echo Lab Website Privacy Policy and any other legal notices published by Echo Labs on the Website, shall constitute the entire agreement between you and Echo Labs concerning the Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Echo Labs' failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Echo Labs shall not be liable for any delay in the performance hereunder due to causes beyond its control, including but not limited to an act of God, war, natural disaster, or other similar event. YOU AND ECHO LABS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

13. Changes to Terms of Use

Echo Labs reserves the right to change, modify, or update these Terms of Use at any time and without notice. When we do, we will revise the date at the top of this page and provide a link to the archived previous version. We encourage you to check this page frequently for any changes to these Terms of Use. Your use of the Website following any amendment of these Terms of Use will signify your assent to and acceptance of the revised Terms of Use.