# Terms of Use For Alexa Skills

#### General

This Terms of Use is an agreement between you (the "user") and Element Labs (Liam Emmart) ("Element", "Element Labs", "us" or "we"). Before using any of our Alexa Skills ("our skills"), please read this agreement and our Alexa Skills Privacy Policy as well as the <u>Alexa Terms of Use</u> by the Amazon Digital Services LLC (with its affiliates, "Amazon").

Regarding Amazon, "Alexa" means their Alexa Voice Service which includes third party services (like our skills) and other related Software.

If you use one of our skills you fully agree to this Terms of Use.

### **Disclaimer of Warranties and Limitation of Liability**

Our skills or parts of it may discontinue at any time or might contain errors. You use our skills on your own responsibility. Any information should not be seen as an advice. Without limiting the Disclaimer of Warranties and Limitation of Liability terms in the Terms of Use as defined here, and unless otherwise required by applicable law, in no event will our or our licensors' or our service providers' aggregate liability with respect to any claim arising from or relating to this Agreement or your use of Alexa exceed fifty dollars (\$50).

### **Severability**

If any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

## Changes

Our skills or parts of it may change or be updated at any time. Further, our Terms of Use might change. You can find a link to this agreement on the description page of the skill in the Alexa App or in the Alexa Store. Your continued use of our skill after changes of the Terms of Use or the skill itself will be seen as your acceptance of both.