TERMS OF USE



Welcome to MomentumAi: A Comprehensive Agreement

Welcome to MomentumAi. These **Terms of Use** ("Terms") constitute a legally binding agreement between you ("User," "you") and MomentumAi ("MomentumAi," "we," "us," "our"). These Terms govern your access to, and use of, our entire suite of offerings, which includes our website, all associated web pages, any and all products, applications, and services (collectively, the "Services"). By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. Your continued use of the Services signifies your ongoing acceptance of these provisions. If you do not agree to these Terms, you are not permitted to use our Services.

1. Use of Services: Ethical and Responsible Engagement

Our core mission at MomentumAi is to develop and deploy technologies that are constructive, ethical, and socially responsible. Our Services are intended to be used for beneficial and positive applications that foster innovation and progress. By using our Services, you explicitly agree not to exploit them for any harmful or malicious purposes. This includes, but is not limited to:

Misuse in Surveillance and Monitoring: You may not use our technology for any form
of unauthorized or illegal surveillance, monitoring, or data collection on individuals or
groups.

- Unlawful Activities: Our Services cannot be used to facilitate, promote, or engage in any
 activities that violate local, state, national, or international laws. This includes activities
 such as fraud, hacking, or the distribution of illegal content.
- Generation or Dissemination of Misinformation: You are strictly prohibited from
 using our Services to create, propagate, or amplify misinformation, disinformation,
 deepfakes, or any other false or misleading content that could cause harm or deception.
- Discriminatory Practices: Our technology may not be used in any way that promotes or facilitates discrimination against individuals or groups based on race, ethnicity, religion, gender, sexual orientation, disability, or any other protected characteristic.
- Harmful Content: You may not use our Services to generate or distribute content that is defamatory, obscene, harassing, threatening, or otherwise objectionable.

Any violation of this clause will be considered a material breach of these Terms, and we reserve the right to immediately suspend or terminate your access to the Services without notice.

2. Intellectual Property Rights: The MomentumAi Ecosystem

All content, features, and functionality of our Services, including but not limited to the MomentumAi name and logo, website layout, all proprietary software, databases, algorithms, research, data, design elements, visual interfaces, documentation, and all other materials created by or on behalf of MomentumAi (collectively, "Intellectual Property"), are owned by MomentumAi or our licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Your use of our Services grants you a limited, non-exclusive, non-transferable, and revocable license to use our Services for your own internal, non-commercial use, in accordance with these Terms. This does not grant you any ownership or rights to our Intellectual Property.

You are expressly prohibited from engaging in any of the following actions without our prior written consent:

- Unauthorized Use or Reproduction: You may not copy, reproduce, modify, adapt, or create derivative works from any part of our Intellectual Property.
- Distribution: You may not distribute, sell, license, lease, or otherwise make our
 Intellectual Property available to any third party.
- Reverse Engineering: You may not decompile, reverse engineer, disassemble, or
 otherwise attempt to derive the source code or underlying structure of our software.
- Branding Misuse: You may not use MomentumAi's branding, trademarks, or logos in any
 manner that suggests affiliation, sponsorship, or endorsement without our explicit
 permission.

Any unauthorized use of our Intellectual Property is a serious violation of these Terms and may result in legal action, including but not limited to injunctive relief and claims for damages.

3. User Responsibilities: A Foundation of Trust

As a user of MomentumAi's products and services, you agree to act in a responsible, ethical, and lawful manner. This responsibility extends to respecting both the integrity of our technology and the well-being of the communities and individuals it impacts. Your obligations include, but are not limited to:

- Accurate Information: You agree to provide accurate and complete information when registering for and using our Services.
- **Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other security breach.

- Compliance: You agree to use the Services in full compliance with all applicable laws and regulations.
- Harmful Conduct: You will not engage in any activity that could harm, disable, or impair
 the functionality of our Services, or interfere with any other user's enjoyment of the
 Services.

Any action or inaction that we, in our sole discretion, deem to be a violation of these principles may lead to the immediate and irreversible termination of your access to our Services, in addition to any other remedies available to us by law.

4. Disclaimer of Warranties: "As Is" Provision

Our Services are provided to you on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. To the fullest extent permissible under applicable law, MomentumAi disclaims all warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

While we are committed to striving for the highest levels of accuracy, reliability, and security, MomentumAi does not warrant or guarantee that:

- **Uninterrupted Service:** The Services will be uninterrupted, timely, secure, or free from errors, bugs, or viruses.
- Absolute Precision: The information, data, or results generated by the Services will be absolutely precise, accurate, or complete.
- Specific Outcomes: The use of our Services will achieve any specific outcome, result, or goal for you.

You acknowledge that your use of the Services is at your own sole risk. We are not responsible for any damage to your computer system, loss of data, or any other harm that may result from your use of the Services.

5. Limitation of Liability: Our Responsibility to You

To the maximum extent permitted by applicable law, MomentumAi, its affiliates, directors, employees, agents, and licensors shall not be held liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses. This limitation applies even if MomentumAi has been advised of the possibility of such damages, and it arises from:

- Your use or inability to use the Services.
- Unauthorized access to or alteration of your transmissions or data.
- Statements or conduct of any third party on the Services.
- Any other matter relating to the Services.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you. In such cases, MomentumAi's liability will be limited to the fullest extent permitted by law.

6. Amendments to These Terms

We reserve the right, at our sole discretion, to update, modify, or replace these Terms at any time. We will provide notice of any significant changes by posting the new Terms on our website or by sending an email notification to registered users. The "Last Updated" date at the top of these Terms will also be revised.

Your **continued use of our Services** after any such changes constitutes your acceptance of the new Terms. We encourage you to review these Terms periodically to stay informed about our responsibilities and your obligations. If you do not agree to the revised Terms, you must stop using our Services immediately.

Contact Us

For any questions, clarifications, or concerns regarding these Terms of Use, please do not hesitate to contact our legal department at: **legal@momntumai.com**.

PRIVACY POLICY

Privacy Policy

Your privacy is extremely important to us at MomentumAi. We are deeply committed to handling your personal data with the utmost transparency, care, and the highest level of security. This Privacy Policy outlines how we collect, use, and protect your information.

1. Information We Collect

When you interact with our platform, we may collect various types of information to provide and improve our services. This includes:

• **Personal Information You Provide:** This is information you voluntarily give us, such as your name, email address, company name, and job title when you sign up for an account, subscribe to our newsletter, or fill out a form on our site.

- **Technical and Usage Data:** We automatically collect certain information when you visit our website or use our services. This can include your IP address, browser type and version, pages you visit, the time and date of your visit, and other usage statistics. We also use cookies to help us understand how you use our site and to enhance your experience.
- **Communication Data:** This includes any information you provide when you contact us with an inquiry, a support request, a job application, or feedback. We may keep a record of these communications to help us resolve issues and improve our support.

2. How We Use Your Data

We process your data for several key purposes, all aimed at delivering and enhancing our services. We use your information to:

- Deliver and Improve Services: Your data helps us operate our website, provide our products, and continuously improve their performance, features, and overall quality.
- Handle Inquiries and Support: We use your information to respond to your support requests, inquiries, and career applications efficiently and effectively.
- Conduct Research and Analytics: We analyze user data to better understand how our services are used. This helps us to improve user experience, develop new features, and make strategic business decisions.
- Share Updates and Communications: With your explicit consent, we may use your
 contact information to send you updates, newsletters, and information about our
 products, insights, and special offers.

3. Your Rights Over Your Data

We believe you should have control over your personal information. You have the right to:

- Access: You can request a copy of the personal data we hold about you at any time.
- **Correction:** You have the right to ask us to update or correct any information that you believe is inaccurate or incomplete.
- Deletion: You can request that we erase your personal data from our systems. We
 will comply unless we have a legal obligation to retain it.
- Opt-out: You have the right to decline or withdraw your consent for us to use your
 data for marketing communications. You can usually do this by clicking the
 "unsubscribe" link in our emails.

4. Data Protection

The security of your data is a top priority. We have implemented a variety of industry-standard security measures, including encryption, secure servers, and strict access controls, to protect your personal information from unauthorized access, disclosure, alteration, and destruction. We regularly monitor our systems for potential vulnerabilities and attacks.

5. Third-Party Sharing

MomentumAi **never sells your personal data** to third parties. We may share limited data with trusted partners and service providers, but only when it is absolutely necessary to deliver our services. For example, we may share data with a secure cloud hosting provider to store your information or with an analytics platform to understand website traffic. These third parties are bound by strict confidentiality obligations.

6. International Users

As a global company, MomentumAi operates in multiple regions. This means your personal data may be processed and stored in regions outside of your home country. When we transfer your data internationally, we take all necessary steps to ensure that it remains protected in a manner consistent with applicable data protection laws.

Contact Us

For any questions, concerns, or requests regarding this Privacy Policy or how we handle your data, please contact us at **privacy@momntumai.com**.