Terms of Service for Molecule Climate Inc. dba Voicebridge Labs

Updated Feb. 3 2025

1. Definitions

"Voicebridge" refers to Molecule Climate Inc. dba Voicebridge Labs, including its directors, officers, employees, agents, and affiliates. "You" or "Your" refers to any user of the Service (as defined below).

2. Description of Service

Voicebridge provides an artificial intelligence-powered communication system and related services (collectively, the "Service"). Your use of the Service is governed by these Terms of Service ("Terms").

3. Acceptance of Terms

By using the Service, you agree to be bound by these Terms. If you do not agree to all of the Terms, you may not access or use the Service. These Terms expressly supersede and replace any prior agreements or understandings, written or oral, relating to the Service.

4. Modification of Terms

Voicebridge reserves the right, at its sole discretion, to modify these Terms, including the Privacy Policy and other policies incorporated herein, at any time and without prior notice. Your continued use of the Service after any such changes constitutes your binding acceptance of the new Terms.

5. Eligibility

You represent and warrant that you are at least 18 years of age. If you are under 18 years of age, you may not use the Service.

6. Prohibited Uses

You agree not to use the Service for any unlawful purpose or in any way that violates local, state, national, or international laws. Prohibited uses include, but are not limited to:

- Engaging in criminal activities
- Fraudulent, malicious, or illegal activities
- Infringing on Voicebridge or third-party intellectual property rights
- Harassment, defamation, abuse, or threats
- Distribution of unauthorized spam
- Transmission of viruses, malware, or harmful code

- Unauthorized collection or transmission of personal information
- Interfering with the Service's functionality or security features

7. User Content

You are solely responsible for any content you contribute, post, or transmit via the Service ("User Content"). You grant Voicebridge a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to use, store, reproduce, modify, create derivative works, publish, distribute, and sublicense your User Content in connection with operating and providing the Service.

8. Acceptable Use Policy

You agree not to upload, post, host, or transmit any User Content that:

- Is unlawful, defamatory, abusive, threatening, harmful, obscene, or racially, ethnically, or otherwise objectionable
- Encourages criminal conduct or provides instructional information about illegal activities
- Infringes on third-party intellectual property or publicity rights
- Constitutes unauthorized spam or bulk communications
- Contains software viruses or malware
- Attempts to gain unauthorized access to other accounts or computer systems
- Impersonates any person or entity Voicebridge reserves the right to remove any User Content that violates this Acceptable Use Policy. Repeated violations may lead to account termination.

9. User Account

To access certain features, you may be required to register and create a user account. You agree to:

- Provide accurate, current, and complete account information
- Maintain and promptly update your information
- Keep your login credentials confidential
- Be responsible for all activity under your account

10. Privacy Policy

Our Privacy Policy is incorporated into these Terms by reference. Please read the full Privacy Policy at www.voicebridgeai.com before using the Service.

11. Ownership; Proprietary Rights

The Service and all related materials, including software, design, graphics, and content

("Materials"), are owned by Voicebridge and protected by intellectual property laws. All rights not expressly granted in these Terms are reserved by Voicebridge.

12. Feedback

If you provide Voicebridge with feedback or suggestions regarding the Service ("Feedback"), you assign all rights, title, and interest in that Feedback to Voicebridge, including all intellectual property rights.

13. Indemnification

You agree to indemnify, defend, and hold harmless Voicebridge from any claims, damages, liabilities, losses, investigations, inquiries, costs, and expenses (including attorneys' fees) arising from your use of the Service, violation of these Terms, or infringement of any rights of another.

14. Disclaimers

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. Voicebridge DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

15. Limitation of Liability

Voicebridge SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE USE OF THE SERVICE. IN NO EVENT SHALL Voicebridge' MAXIMUM LIABILITY EXCEED \$100.

16. Termination

Voicebridge may terminate or suspend your access to the Service at any time, for any reason, including violation of these Terms. If terminated, you may lose access to your account and its content, and Voicebridge shall not be liable to you.

17. Governing Law

These Terms are governed by the laws of the State of California. Any disputes arising from or relating to these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California.

18. Miscellaneous

If any provision of these Terms is found unenforceable, the remaining provisions shall remain in effect. These Terms do not create any agency, partnership, or employment relationship. Voicebridge may assign its rights and obligations under these Terms.

19. Entire Agreement

These Terms constitute the entire agreement between you and Voicebridge regarding the Service.