

Website Terms of Use

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The website located at <https://www.crescendocx.ai/> (the “Site”) is a copyrighted work belonging CresendoAI Inc. (“Company”, “us”, “our”, and “we”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

This terms of use agreement (these “terms”) set forth the legally binding terms and conditions that govern your use of the site. By accessing or using the site, you are accepting these terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these terms (on behalf of yourself or the entity that you represent). You may not access or use the site or accept the terms if you are not at least 18 years old. If you do not agree with all of the provisions of these terms, do not access and/or use the site.

Access to the site

We want to inform you that whenever you visit our Service, we collect information that your browser sends to us that is called Log Data. This Log Data may include information such as your computer’s Internet Protocol (“IP”) address, browser version, pages of our Service that you visit, the time and date of your visit, the time spent on those pages, and other statistics.

1. **License.** Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.
2. **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site 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 Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.
3. **Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

4. **No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.
5. **Ownership.** You acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and its content are owned by Company or Company's licensors. Neither these Terms (nor your access to the Site) 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 in Section 1.1. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Company Properties. Company and its licensors reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.
6. **Acceptable Use Policy.** You agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site any unsolicited or unauthorized advertising, promotional materials, junk mail, or spam, or any harassing or abusive material or any other unlawful material; (iii) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (iv) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; or (v) use software or automated agents or scripts to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site 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)
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7. **Enforcement.** We reserve the right (but have no obligation) to investigate and/or take appropriate action against you in our sole discretion if you violate any provision of these Terms or otherwise create liability for us or any other person. Such action may include reporting you to law enforcement authorities or terminating license to access and use the Site without prior notice to you.
8. **Feedback.** If you provide Company with any feedback or suggestions regarding the Site ("Feedback"), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

Indemnification

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, or (c) your violation of applicable laws or regulations. Company 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 Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Third party links

The Site may contain links to third-party websites and services ("Third-Party Links"). Such Third-Party Links are not under the control of Company, and Company is not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not

review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such third party.

Disclaimers

The site is provided on an "as-is" and "as available" basis, and company (and our licensors) expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We (and our licensors) make no warranty that the site 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, legal, or safe. If applicable law requires any warranties with respect to the site, all such warranties are limited in duration to ninety (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.

Limitations on liability

To the maximum extent permitted by law, in no event shall company (or our licensors) be liable to you or any third party for any lost profits, lost data, costs of procurement of substitute products or services, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or inability to use, the site, even if company has been advised of the possibility of such damages. Access to, and use of, the site is 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.

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 this agreement (for any cause whatsoever and regardless of the form of the action), will at all times be limited to the amount paid, if any, for accessing the site. The existence of more than one claim will not enlarge this limit. You agree that our licensors will have no liability of any kind arising from or relating to this agreement.

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.

Term and termination

Subject to this section, these terms will remain in full force and effect while you use the site. We may suspend or terminate these terms or your rights to use the site at any time for any reason at our sole discretion, including for any use of the site in violation of these terms. Upon termination of your rights under these terms, your right to access and use the site will terminate immediately. Company will not have any liability whatsoever to you for any termination of your rights under these terms. Even after your rights under these terms are terminated, the following provisions of these terms will remain in effect: sections 1.2-1.5, 2-8.

General

1. **Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Site. Any changes to these Terms will be effective upon thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.
2. **Export.** The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.
3. **Disclosures.** If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
4. **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.
5. **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the access and use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.
6. **Release.** You hereby release Company (and its officers, employees, and agents) and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Site, including but not limited to, any interactions with third-party websites of any kind arising in connection with or as a result of the your use of the Site. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by the Company fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Site.
7. **Governing Law.** The terms and any action related thereto will be governed and interpreted by and under the laws of the state of Delaware, consistent with the federal arbitration act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations convention on contracts for the international sale of goods does not apply to the agreement.

8. **Severability.** If any provision of these Terms and Conditions of Use is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms and Conditions of Use shall remain in full force and effect. Any provision of these Terms and Conditions of Use held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties further agree to replace such invalid or unenforceable provision of these Terms and Conditions of Use with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable provision.
9. **Compliance with Applicable Laws.** You are solely responsible for ensuring compliance with the laws of your specific jurisdiction. The Company makes no claims concerning whether the content on this website may be downloaded, viewed, or be appropriate for use outside of the United States.

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