

Fireflies.AI Corp.

Terms of Service

Last Updated: May 5, 2023

These Terms of Service constitute a legally binding agreement between you and Fireflies.AI Corp. (together with its affiliates, “**Fireflies**”, “**we**,” “**our**” or “**us**”) governing your use of our products, services, mobile application (the “**App**”), and website (the “**Site**” and collectively with the foregoing, the “**Services**”).

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “I AGREE” OR SIMILAR BUTTON, REGISTERING FOR AN ACCOUNT, DOWNLOADING THE APP OR ANY APP UPGRADES, USING THE APP ON YOUR MOBILE DEVICE, OR ACCESSING OR USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE OR THE APP. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES. These Terms of Service are effective as of the date you first click “I agree” (or similar button or checkbox) or use or access the Services, whichever is earlier. If you accept or agree to these Terms of Service on behalf of your employer or another legal entity, you represent and warrant that (i) you have full legal authority to bind your employer or such entity to these Terms of Services; (ii) you have read and understand these Terms of Service; and (iii) you agree to these Terms of Service on behalf of the party that you represent and any permitted users of such party. In such an event, “you” and “your” will refer and apply to your employer or such other legal entity.

Any personal data you submit to us or which we collect about you is governed by our Privacy Policy (“**Privacy Policy**”), available at https://fireflies.ai/privacy_policy.pdf. You acknowledge that by using the Services, you have reviewed the Privacy Policy. The Privacy Policy is incorporated by reference into these Terms of Service and together form and are hereinafter referred to as this “**Agreement**.”

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND FIREFLIES CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 14). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING, IF APPLICABLE, YOUR RIGHT TO OPT OUT OF ARBITRATION.

1. Our Services

We provide a platform that can record, transcribe, summarize, analyze, and take action on conversations, helping users easily share their conversations and automate their work.

2. Account, Password, Security, and Mobile Phone Use

You must register with Fireflies and create an account to use the Services (an “**Account**”) and as part of that process you will be requested to provide certain information, including without limitation your name, and email address. By using the Services, you agree to provide true, accurate, current and complete information as prompted by the registration process and to maintain and promptly update the Account information to keep it accurate, current and complete. You are the sole authorized user of your Account. You are responsible for maintaining the confidentiality of any log-in, password, and Account number provided by you or given to you by Fireflies for accessing the

Services. You are solely and fully responsible for all activities that occur under your password or Account. Fireflies has no control over the use of any user's Account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or Account or you suspect any other breach of security, you agree to contact Fireflies immediately.

The person signing up for the Services will be the contracting party ("**Account Owner**") for the purposes of these Terms of Service and will be the person who is authorized to use any corresponding Account we provide to the Account Owner in connection with the Services; provided, however, that if you are signing up for the Services on behalf of your employer, your employer shall be the Account Owner. As the Account Owner, you are solely responsible for complying with these Terms of Service and only you are entitled to all benefits accruing thereto. Your Account is not transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your Account.

3. Billing and Payment

Payment and any other expenses must be paid through the third party payment processing system (the "**PSP**") as indicated on the Services. You may be required to register with the PSP, agree to terms of service of the PSP, provide your payment details to the PSP and go through a vetting process at the request of the PSP to set up an account with the PSP (the "**PSP Services Agreement**"). By accepting these Terms of Service, you agree that you have downloaded or printed, and reviewed and agreed to, the PSP Services Agreement. Please note that Fireflies is not a party to the PSP Services Agreement and that you, the PSP and any other parties listed in the PSP Services Agreement are the parties to the PSP Services Agreement and that Fireflies has no obligations, responsibility or liability to any user or any other party under the PSP Services Agreement.

All prices and fees displayed on the Services are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services or other taxes, fees or charges now in force or enacted in the future ("**Taxes**"). Any applicable Taxes are based on the rates applicable to the billing address you provide to us, and will be calculated at the time a transaction is charged to your Account. Unless otherwise indicated, all prices, fees and other charges are in U.S. dollars, and all payments shall be in U.S. currency.

4. User Content

"**User Content**" is defined as any content, information, and materials that may be textual, audio, or visual that you provide, submit, upload, publish, or make otherwise available to the Services and other users. You are the only one who is in charge of User Content. You agree that you are the only one responsible for the User Content you send, transmit, display, or upload while using the Services. You are also responsible for following all laws that apply to the User Content, including, but not limited to, any laws that require you to get permission from a third party to use the User Content and to give proper notices of third-party rights. You promise and guarantee that you have the right to upload the User Content to the Services and that doing so does not violate or infringe on the rights of any third party. Under no circumstances will Fireflies be responsible for (a) User Content that is sent or viewed while using the Services, (b) errors or omissions in the User Content, or (c) any loss or damage of any kind caused by the authorized use of, access to, or denial of access to User Content. Fireflies isn't responsible for any User Content, but it has the right to delete any User Content at any time without notice if it breaks any of the rules in this agreement or the law. You keep the right to copy User Content and any other rights you already have.

Fireflies is a passive conduit for your online distribution and publication of your User Content. You acknowledge and agree that Fireflies:

- Is not involved in the creation or development of User Content.
- Disclaims any responsibility for User Content.

- Cannot be liable for claims arising out of or relating to User Content.
- Is not obligated to monitor, review, or remove User Content, but reserves the right to limit or remove User Content on the Services at its sole discretion.

You hereby represent and warrant to Fireflies that your User Content (i) will not be false, inaccurate, incomplete or misleading; (ii) will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity, personality or privacy; (iii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-spam or privacy); (iv) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (v) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (vi) will not facilitate human trafficking; (vii) will not support terrorism or terrorist organizations; (viii) will not be fraudulent, false or misleading; (ix) will not be defamatory, harassing, threatening or abusive, which includes any activity that reflects hatred against others based on race, religion, ethnicity, national origin, gender or sexual orientation; (x) will not send unauthorized messages, advertising or spam, including unsolicited promotional or commercial content or other mass solicitation materials; (xi) will not misrepresent your identity or affiliation with any entity or organization, or impersonate any other person; (xii) will not harvest, collect or gather user data without consents; (xiii) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (xiv) will not represent you being employed or directly engaged by or affiliated with Fireflies or purport you to act as a representative or agent of Fireflies; and (xv) will not create liability for Fireflies or cause Fireflies to lose (in whole or in part) the services of its ISPs or other suppliers.

You are responsible for compliance with all recording laws. You may choose to record certain meetings in Fireflies. By using the Services, you are giving Fireflies consent to store recordings for any or all Fireflies meetings or webinars that you join, if such recordings are stored in Fireflies' systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting.

5. Representations and Warranties

You represent and warrant that: (i) you are 18 years of age or older or are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. When you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

You further represent and warrant that (i) you have read, understand, and agree to be bound by these Terms of Service and the Privacy Policy in order to access and use the Services, (ii) you will act professionally and responsibly in your interactions with other users, and (iii) when using or accessing the Services, you will act in accordance with any applicable local, state, or federal law or custom and in good faith.

You agree not to engage in any of the following prohibited activities, among others: (i) copying, distributing, or disclosing any part of the Services in any medium other than as allowed by the Services and these Terms of Service; (ii) using any automated system (other than any functionalities of the Services), including without limitation "robots," "spiders," "offline readers," etc., to access the Services;

(iii) transmitting spam, chain letters, or other unsolicited email or attempting to phish, pharm, pretext, spider, crawl, or scrape; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) violating any international, federal, provincial or state regulations, rules, laws, or local ordinances; (vi) conducting any unlawful purposes or soliciting others to perform or participate in any unlawful acts; (vii) uploading invalid data, viruses, worms, or other software agents through the Services; (viii) infringing upon or violate our intellectual property rights or the intellectual property rights of others; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) harassing, insulting, harming, abusing, defaming, abusing, harassing, stalking, threatening, intimidating or otherwise violating the legal rights (such as of privacy and publicity) of any other users or visitors of the Services or staff member of Fireflies; (xi) interfering with or any activity that threatens the performance, security or proper functioning of the Services; (xii) uploading or transmitting viruses or any other type of malicious code; (xiii) attempting to decipher, decompile, disassemble or reverse engineer any of the software or algorithms used to provide the Services; (xiv) bypassing the security features or measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xv) attempting to access unauthorized Accounts or to collect or track the personal information of others; (xvi) using the Services for any purpose or in any manner that infringes the rights of any third party; or (xvii) encouraging or enabling any other individual to do any of the foregoing.

You hereby warrant and represent that, other than as fully and promptly disclosed to Fireflies as set forth below, you do not have any motivation, status, or interest which Fireflies may reasonably wish to know about in connection with the Services, including without limitation, if you are using or will or intend to use the Services for any journalistic, investigative, or unlawful purpose. You hereby warrant and represent that you will promptly disclose to Fireflies in writing any such motivation, status or interest, whether existing prior to registration or as arises during your use of the Services.

6. Technology services

Artificial Intelligence services

For certain services, Fireflies may employ Artificial Intelligence (AI) or other similar technologies, which may include the processing of user data. Fireflies will take reasonable means to preserve the privacy and security of such data, but Fireflies is not liable for any loss or harm resulting from the user's use of AI or similar technologies. By utilizing Fireflies' services, the user understands and accepts the risks involved with the use of AI or similar technologies and agrees to indemnify and hold Fireflies harmless for any claims, damages, or losses resulting from such usage.

Private Cloud services

The Private Cloud user acknowledges and agrees that all Personal User Information (PII), Protected Health Information (PHI), User Content, Organizational Strategies, and Confidential Information collected, accessed, or processed via the Fireflies Private Cloud will be kept strictly confidential and protected. Fireflies.ai, as the supplier of the Private Cloud solution, shall only access and process the user's sensitive data with the user's express permission and solely for the agreed-upon services. The user is entirely responsible for maintaining the secrecy and security of its personal information and for adhering to all applicable data privacy and security legislation.

The Private Cloud user understands and accepts that he or she is solely responsible for the availability and uptime of the Fireflies Private Cloud solution. The user is responsible for administering and monitoring the Private Cloud solution, including keeping adequate backups, disaster recovery plans, and security protocols. Fireflies.ai will provide the required infrastructure and assistance to ensure that the Private Cloud solution is operational. Fireflies.ai is not liable for any damages or losses resulting from outage or unavailability of the Private Cloud service as a result of inadequate management and monitoring by the user.

7. Termination and Suspension

You may cancel and delete your Account at any time by either using the features on the Services to do so (if applicable and available) or by written notice to support@fireflies.ai. After cancellation your profile will be purged and, you will no longer have access to your Account, your profile or any other information through the Services. The provisions of these Terms of Service which by their intent or meaning intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, and indemnification, shall survive any termination of these Terms of Service and any termination of your use of or subscription to the Services and shall continue to apply indefinitely.

At any time and for any reason, we have the right to deny access to the Services to anybody. If Fireflies is investigating you or believes you have violated any of the terms of this Agreement, we may prevent you from accessing the Services or restrict how much of them you can use. We'll inform you in writing or by email. This notice of termination or limitation shall be effective immediately. You cannot register for and create a new Account in the name of a third party, a fake or borrowed name, or your own identity if Fireflies terminates or restricts your ability to use the Services due to this section, even if you are acting on their behalf.

Even after your right to use the Services is terminated or limited, this Agreement will remain enforceable against you. Fireflies reserves the right to take appropriate legal action, including but not limited to pursuing arbitration in accordance with Section 14 of these Terms of Service.

Fireflies reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Services at its sole discretion. Fireflies is not liable to you for any modification or discontinuance of all or any portion of the Services. Fireflies has the right to restrict anyone from completing registration as a user if Fireflies believes such a person may threaten the safety and integrity of the Services, or if, in Fireflies' discretion, such restriction is necessary to address any other reasonable business concern.

Following the termination or cancellation of your Account (as defined below), we reserve the right to delete all your data, including any User Content, in the normal course of operation. Your data cannot be recovered once your Account is terminated or canceled.

8. Links to Third-Party Websites

From time to time, the app may have links to sites outside of it. These sites may have links to offers and promotions from third parties. We put these in so that you can find information, products, or services that you might find helpful or interesting. We are not responsible for what is on these sites or what they offer, and we can't promise that they will always be up and running. Just because we have links to these other sites doesn't mean that we support or work with the people who run or promote them.

The terms and conditions of use and privacy policies for any website controlled, owned, or run by a third party tell you how to use that website. You use these websites run by other people at your own risk.

Fireflies makes it clear that it is not responsible for anything that happens because you use or look at websites or other content linked from the Services. You agree to not hold Fireflies responsible for anything that might happen if you click on a link on the Services.

As part of the way the Services work, you can link your Account with online accounts you may have with third-party service providers like Google (each such account, a "Third-Party Account") by either: (i) providing your Third-Party Account login information through the Services; or (ii) allowing Fireflies to access your Third-Party Account, as permitted by the terms and conditions that govern your use of each Third-Party Account. You promise that you have the right to give Fireflies your Third-Party Account login information and/or give Fireflies access to your Third-Party Account, without breaking any of the terms and conditions that govern your use of the applicable Third-Party Account and without requiring Fireflies to pay any fees or making Fireflies subject to any usage limits set by such third-party service providers. By giving Fireflies access to any Third-Party Accounts, you agree to the following: (1) Fireflies may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Services via your Account, including, but not limited to, any friend lists; and (2) Fireflies may send and receive additional information to your Third-Party Account to the extent you are no longer the account holder. Unless these Terms of Service say something different, all SNS content, if any, is considered to be User Content. Depending on the Third-Party Accounts you choose and the privacy settings you've made in those Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Services. Please note that SNS Content may no longer be available on and through the Services if a Third-Party Account or an associated service becomes unavailable or if Fireflies' access to a Third-Party Account is cut off by the third-party service provider. As explained below, you will be able to turn off the link between your Account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY PROVIDERS. Fireflies doesn't try to check any SNS Content for accuracy, legality, or lack of infringement, among other things, and Fireflies isn't responsible for any SNS Content.

9. Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other content (collectively "**Proprietary Material**") that users see or read through the Services is owned by Fireflies, excluding User Content, which users hereby grant Fireflies a license to use as set forth herein. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Fireflies owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. You may not copy, download, use, redesign, reconfigure, or retransmit anything from the Services without Fireflies' express prior written consent and, if applicable, the holder of the rights to the User Content.

Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Fireflies and, if applicable, the holder of the rights to the User Content.

The service marks and trademarks of Fireflies, including without limitation Fireflies and Fireflies logos, are service marks owned by Fireflies. Any other trademarks, service marks, logos and/or trade names appearing via the Services are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

Additionally, you may choose to or we may invite you to submit comments, ideas, or feedback about the Services, including without limitation about how to improve our services or our products (“**Feedback**”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Fireflies under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Fireflies does not waive any rights to use similar or related Feedback previously known to Fireflies, developed by its employees, or obtained from sources other than you. You acknowledge that all email and other correspondence that you submit to us shall become our sole and exclusive property.

In addition, Fireflies retains all rights to aggregated and anonymous data derived from your use of the Service, with the understanding that such data will not be identifiable as belonging to or emanating from you nor will such data contain information that directly or indirectly identifies you or any other person (natural or otherwise).

Subject to the terms and conditions hereof, you are hereby granted a limited, nonexclusive, nontransferable, freely revocable, right to access and use the Services. We may terminate this right at any time for any reason or no reason. The Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, reports generated by the Services, and copyrights (the “**Fireflies Content**”), and all Intellectual Property Rights (as defined below) related thereto, are the exclusive property of Fireflies or, as applicable, its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license or other right in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, publicly distribute, publicly transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the Fireflies Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited. For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Your use of the Services and the related licenses granted hereunder are also conditioned upon your strict adherence to the letter and spirit of the various applicable guidelines and any end user licenses associated with your use of the App. Fireflies may modify such guidelines in its sole discretion at any time. Fireflies reserves the right to terminate your Account and access to the Services if it determines that you have violated any such applicable guidelines.

10. Copyright Complaints and Copyright Agent

Fireflies respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Services infringe upon your copyright or other intellectual property right, please send the following information to Fireflies’ Copyright Agent at copyright@fireflies.ai or 5424 Sunol Blvd, Ste 10-531, Pleasanton, CA 94566:

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Services where the material you claim is infringed is located. Include enough information to allow Fireflies to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;

- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

11. Confidential Information

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Fireflies and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Services in accordance with these Terms of Service. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify Fireflies in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Fireflies upon termination of this Agreement for any reason whatsoever.

The term “**Confidential Information**” shall mean any and all of Fireflies’ trade secrets, confidential and proprietary information, and all other information and data of Fireflies that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to Fireflies or Fireflies’ business, operations or properties, including information about Fireflies’ staff, users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

12. Disclaimer of Warranties

WE DO NOT GIVE YOU ANY KIND OF WARRANTY, EITHER EXPRESS OR IMPLIED, ABOUT THE FIREFLIES SERVICES WE GIVE YOU UNDER THIS AGREEMENT. THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AND CANNOT PROMISE THAT FIREFLIES SERVICES WILL WORK WITHOUT PROBLEMS OR THAT SOME OR ALL OF THEM WILL BE UP AND RUNNING ALL THE TIME. YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS ARE NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RELATED TO OR CAUSED BY ANY FIREFLIES SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY YOUR USE OF OR ACCESS TO FIREFLIES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE.

IF, DESPITE THE ABOVE EXCLUSIONS, IT IS DETERMINED THAT FIREFLIES AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LESSER OF (I) THE TOTAL FEES YOU PAID BY YOU TO SUBSCRIBE TO FIREFLIES DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE OR (II) ONE HUNDRED DOLLARS (\$100), TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. Indemnification

You hereby agree to indemnify, defend, and hold harmless Fireflies and its officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “**Indemnified Parties**”) from and against any and all Liabilities incurred in connection with (i) your use or inability to use the Services, or

(ii) your breach or violation of this Agreement; (iii) your violation of any law, or the rights of any user or third party and (iv) any content submitted by you or using your Account to the Services, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. You also agree to indemnify the Indemnified Parties for any Liabilities resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on our infrastructure. Fireflies reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Fireflies.

14. Dispute Resolution – Arbitration & Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND FIREFLIES CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND FIREFLIES TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

You agree that, in the event any dispute or claim arises out of or relating to your use of the Services, you will contact us at support@fireflies.ai and you and Fireflies will attempt in good faith to negotiate a written resolution of the matter directly. You agree that if the matter remains unresolved for 30 days after notification (via certified mail or personal delivery), such matter will be deemed a “Dispute” as defined below. Except for the right to seek injunctive or other equitable relief described under the “Binding Arbitration” section below, should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys' fees, even if you may have been entitled to them otherwise.

Binding Arbitration. You and Fireflies agree that any dispute, claim or controversy arising out of or relating to this Agreement or to your use of the Services (collectively “**Disputes**”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. **This means that you and Fireflies both agree to waive the right to a trial by jury.** Notwithstanding the foregoing, you may bring a claim against Fireflies in “small claims” court, instead of by arbitration, but only if the claim is eligible under the rules of the small claims court and is brought in an individual, non-class, and non-representative basis, and only for so long as it remains in the small claims court and in an individual, non-class, and non-representative basis.

Class Action Waiver. You and Fireflies agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. **This means that you and Fireflies both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding. Further, unless you and Fireflies agree otherwise in writing, the arbitrator in any Dispute may not consolidate more than one person’s claims and may not preside over any form of class action proceeding.**

Arbitration Administration and Rules. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879).

Arbitration Process. A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of arbitrators with relevant experience. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with AAA Rules.

Arbitration Location and Procedure. Unless you and Fireflies agree otherwise, the seat of the arbitration shall be in San Francisco, California. If your claim does not exceed USD\$10,000, then the arbitration will be conducted solely on the basis of documents you and Fireflies submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds USD\$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference, if requested and agreed to by the parties.

Arbitrator's Decision and Governing Law. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the "Disclaimers and Limitations of Liability" section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant's individual claim.

Fees. Each party's responsibility to pay the arbitration filing, administrative and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the AAA Rules.

15. Governing Law

Except as provided in Section 14 or expressly provided in writing otherwise, this Agreement and your use of the Services will be governed by, and will be construed under, the laws of the State of California, without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement.

16. No Agency; No Employment

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

17. General Provisions

This Agreement constitutes the complete and exclusive agreement between you and Fireflies with respect to its subject matter. This agreement is legally binding unless otherwise noted by Fireflies. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. Except for the "Class Action Waiver" in Section 14, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (i) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or, (ii) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (1) to a parent or subsidiary, (2) to an acquirer of assets, or (3) to any other successor or acquirer. Any assignment in violation of this section shall be null and void.

18. Changes to this Agreement and the Services

Fireflies reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including these Terms of Service and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Services or any content or information through the Services at any time, effective with or without prior notice and without any liability to Fireflies. Fireflies will endeavor to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Services. Your continued use of the service after any and all modifications represents your acceptance of the agreement. In addition, Fireflies may place restrictions on your use of specific features or limit your access to all or a portion of the services.

19. No Rights of Third Parties

None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

20. Notices and Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, “**Notices**”) to which this Agreement refers electronically including without limitation by email or by posting Notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service.

21. Contacting Us

If you have any questions about these Terms of Service or about the Services, please contact us by email at support@fireflies.ai or by mail to Fireflies.AI Corp., 5424 Sunol Blvd, Ste 10-531, Pleasanton, CA 94566.