

TERMS OF SERVICE

Last Updated: December 23, 2024

These Terms of Service (“Terms”) govern your use of the Chatpods, Inc. (“Chatpods,” “we,” “us,” or “our”) services, including any website, mobile application, or other platform we operate (collectively, the “Service”). By accessing or using our Service, you agree to be bound by these Terms.

1. Acceptance of Terms

1.1 Binding Agreement

By accessing or using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as any additional terms, conditions, or policies referenced herein or that otherwise apply to specific areas of our Service.

1.2 Eligibility

You must be at least the age of majority in your jurisdiction of residence to use our Service. By using our Service, you represent and warrant that you have the right, authority, and capacity to enter into these Terms.

2. License and User Conduct

2.1 Limited License

Subject to your compliance with these Terms, Chatpods grants you a personal, non-exclusive, non-transferable, revocable license to access and use the Service for your personal or internal business purposes.

2.2 Prohibited Uses

You agree not to:

- Use the Service for any illegal, harmful, or fraudulent purposes.
- Interfere with the operation of the Service or attempt to gain unauthorized access to any part of the Service.
- Use automated means (including bots, scrapers, or other data extraction tools) to access or use the Service without express written permission from Chatpods.
- Upload or transmit any malicious code, viruses, or any content that is unlawful or otherwise objectionable.

3. Intellectual Property

3.1 Ownership

All content, features, and functionality on or within the Service—such as text, graphics, logos,

icons, images, audio clips, video clips, data compilations, and software—are owned by Chatpods or its licensors and are protected by applicable intellectual property laws.

3.2 Feedback

Any feedback, suggestions, or ideas you provide regarding the Service (“Feedback”) is provided voluntarily. By providing Feedback, you grant us a perpetual, irrevocable, royalty-free, worldwide license to use and incorporate your Feedback in any manner without any obligation to you.

4. Modifications to the Service

We reserve the right to modify, suspend, or discontinue all or any part of the Service at any time, with or without notice. We will not be liable to you or any third party for any such modification, suspension, or discontinuation.

5. Disclaimer of Warranties

- The Service is provided on an “AS IS” and “AS AVAILABLE” basis.
- We disclaim any and all warranties and conditions, whether express, implied, or statutory, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.
- We do not guarantee that the Service will be uninterrupted, secure, or error-free, or that any information obtained will be accurate or reliable.

6. Limitation of Liability

- To the maximum extent permitted by law, Chatpods and its officers, directors, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Service.
- In no event shall our liability exceed the greater of the total amounts paid by you to Chatpods for use of the Service in the twelve (12) months preceding the event giving rise to liability or USD \$100.

7. Indemnification

You agree to defend, indemnify, and hold harmless Chatpods, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, actions, damages, liabilities, and expenses (including reasonable attorneys’ fees) arising from or related to your use of the Service or violation of these Terms.

8. Governing Law and Dispute Resolution

8.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of [your jurisdiction], without regard to its conflict of laws principles.

8.2 Dispute Resolution

Any dispute arising out of or in connection with these Terms shall be settled by good faith negotiation. If the dispute cannot be resolved, it shall be resolved exclusively through binding arbitration or in the courts of [your jurisdiction], unless otherwise required by applicable law.

9. Termination

We may suspend or terminate your access to the Service at any time, for any reason, without notice or liability. Upon termination, the provisions of these Terms which by their nature should survive termination shall remain in full force and effect.

10. General Terms

- **Entire Agreement:** These Terms, together with our Privacy Policy, constitute the entire agreement between you and Chatpods regarding the Service.
- **Severability:** If any provision of these Terms is found to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.
- **No Waiver:** Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.
- **Assignment:** You may not assign or transfer these Terms or your rights or obligations hereunder without our prior written consent.

11. Contact Us

If you have any questions or concerns about these Terms, please contact us at:

Email: support@getchatpods.com