

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-1249

SAP Number

Innovation and Technology Department

Department Contract Representative Christine Onyango
Telephone Number 909-388-5943

Contractor Worldly Inc.
Contractor Representative Kirk Hendrickson
Telephone Number 925-200-7144
Contract Term For the period beginning December 17, 2024, and continuing until terminated by either party

Original Contract Amount Non-financial
Amendment Amount N/A
Total Contract Amount Non-financial
Cost Center N/A
Grant Number (if applicable) N/A

Briefly describe the general nature of the contract: Non-financial Terms of Service Agreement, including non-standard terms, with Wordly Inc., for artificial intelligence translation services, for the period beginning December 17, 2024, and continuing until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Bonnie Uphold
Bonnie Uphold, Subv. Deputy County Counsel

Date 12/9/2024

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

Wordly, Inc Terms of Service

TERMS OF SERVICE

Last updated: June 20, 2024

1. Introduction

Welcome to the **Wordly, Inc** ("**Company**", "**we**", "**our**", "**us**", "**Wordly**") Terms of Service. Please read through the following information prior to using Wordly.

These Terms of Service ("**Terms**", "**Terms of Service**") govern your use of the Wordly Service ("**Service**", "**Services**"), which includes all Wordly affiliated websites, Wordly Mobile Applications, Wordly Web Applications, Wordly Portal, Wordly APIs, and Wordly Documentation.

Your agreement with us includes these Terms ("**Agreements**"). You acknowledge that you have read and understood Agreements, and agree to be bound by them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service. These Terms apply to all visitors, users and others who wish to access or use Service.

Thank you for being a responsible user.

2. Communications

By creating an Account on Service, you agree to subscribe to newsletters, marketing or promotional materials and other information Company may send. You may opt out of receiving any, or all of these communications from Company by using the unsubscribe link or by emailing Company at contact@wordly.ai.

3. Subscriptions

Some parts of Service are billed on a subscription basis ("**Subscription(s)**"). You will be billed in advance on a recurring and periodic basis ("**Billing Cycle**"). Billing cycles are set either on

a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription may automatically renew under the exact same conditions unless you cancel it or Wordly cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Wordly Customer Support.

A valid payment method, including credit card or ACH bank payment commitment, is required to process the payment for your subscription. You shall provide Wordly with accurate and complete billing information including full name, address, state, zip code, telephone number, and valid payment method information. By submitting such payment information, you automatically authorize Wordly to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Wordly will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

4. Free Trial

Wordly may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("**Free Trial**").

You may be required to enter your billing information in order to sign up for Free Trial.

If you do enter your billing information when signing up for Free Trial, you will not be charged by Wordly until Free Trial has expired. On the last day of Free Trial period, unless you canceled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Wordly reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

5. Fee Changes

Wordly, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Wordly will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

6. Content

Content found on or through this Service are the property of Wordly. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

7. Prohibited Uses

You may use Service and Documentation only for lawful purposes and in accordance with Terms. You agree not to use Service for the following items:

- (a) In any way that violates any applicable national or international law or regulation.
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- (d) To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- (e) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.
- (g) Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- (h) Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- (i) Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- (j) Use any device, software, or routine that interferes with the proper working of Service.
- (k) Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- (l) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- (m) Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- (n) Take any action that may damage or falsify Company reputation or rating.
- (o) Attempt to interfere with the proper working of Service.

(p) Alter, modify or create any derivative works of the Services, the underlying source code, or the Documentation in any way.

(q) Use Service for benchmarking purposes or otherwise to analyze its workings and features for competitive purposes or in a manner that imposes unusual demands on Service outside of normal functions and operations - without explicit authorization and approval from Wordly. Furthermore, no Service benchmarking data can be published for public review without authorization and approval from Wordly.

(r) Modify or remove Wordly branding, marks, or logo from any Services without explicit permission from Company.

8. No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any Company Services, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

9. Accounts

When you create an account with Company, you guarantee that you are above the age of 18, and that the information you provide Company is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

10. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Wordly and its licensors. Service is protected by copyright, trademark, and other laws of the United States. Our trademarks and

trade dress may not be used in connection with any product or service without the prior written consent of Wordly.

11. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights (“**Infringement**”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to contact@wordly.ai, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

12. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c) (3) for further detail):

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
- (b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- (c) identification of the URL or other specific location on Service where the material that you claim is infringing is located;
- (d) your address, telephone number, and email address;
- (e) 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;
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

You can contact our Copyright Agent via email at contact@wordly.ai

13. Error Reporting and Feedback

You may provide us directly at contact@wordly.ai with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("**Feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

14. Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Company.

Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We advise you to read the terms of service and privacy policies of any third party web sites or services that you visit.

15. Disclaimer Of Warranty

These services are provided by Company on an "as is" and "as available" basis. Company makes no representations or warranties of any kind, express or implied, as to the operation of their Services, or the information, content or materials included therein. You expressly agree that your use of these services, their content, and any Services or items obtained from us is at your sole risk.

Neither Company nor any person associated with Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. Without limiting the foregoing, neither Company nor anyone associated with Company represents or warrants that the services, their content, or any services or items obtained through the Services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Services or the server that makes it available are free of viruses or other harmful components or that the services or any Services or items obtained through the Services will otherwise meet your needs or expectations.

Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

16. Limitation Of Liability

Except as prohibited by law, you will hold us and our officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if Company has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of Company, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive damages. Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

17. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

18. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of California without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

19. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

20. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

21. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

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Contact

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Los Altos, CA 94022
contact@wordly.ai

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