

Terms of Service

Thanks for using our products and services ("Services"). By using our Services, you are agreeing to these terms.

Description of Services

DialoggBox is a website and application that captures notes, summaries, transcriptions, and action items from phone calls, emails, messaging systems in a compelling way to provide rich insights, action triggers, and sharing capability to you using software and models developed by DialoggBox and DialoggBox modeler providers.

Acceptance of Services

When using services provided by DialoggBox, you agree to all State, Federal, Legal compliance in addition to our Terms of Service below. If you are using our service on behalf of an organization, you are agreeing to be bound by these terms on behalf of the organization. If you or the organization that you represent do not agree to the provisions of our terms, please discontinue usage.

Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionality or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we will be sorry to see you go.

DialoggBox may also stop providing Services to you, or add or create new limits to our Services at any time. At that time we will provide adequate notification and make the transition as pain-free as possible.

Data Access

Data generated, imported, or exported is stored in DialoggBox for your access once paid by you. Unpaid data may be anonymized and used for improvement of technical models by DialoggBox and technical professionals who provide models to DialoggBox. Modelers who use DialoggBox may provide derived data and models through DialoggBox only. Modeler data and models are owned by DialoggBox in the absence of a separate agreement with DialoggBox.

You retain ownership of any intellectual property rights that you hold in the content you originate in DialoggBox at all times.

Compliance with recordings

You need to be aware of all local, state, federal, and foreign laws around recording phone calls, web-conferencing calls, and other meetings of any nature. Please note that while DialoggBox offers You a tool to record, upload said conversations, you are liable for informing participants before the start of the meeting that you are using our service where required.

The laws regarding the notice and notification requirements of such recorded conversations vary by location. It may be an offense in your jurisdiction to record other individuals without their prior written consent. It is your responsibility to follow applicable foreign, federal and local laws when using such feature, including informing the participants in your meetings that the discussion is being recorded. We absolutely do not condone the use of our Services for illegal purposes.

You expressly warrant and represent to DialoggBox that You shall comply at all times. In particular, You are solely responsible for giving a person to whom You call and record while using the Services and a person to whom You receive a call from any necessary warning about the recording. We make no representations or warranties with respect to call recordings and recommend that You always secure consent before recording.

Our Intellectual Property

Using our Services or being a model provider does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure, or alter any legal notices displayed in or along with our Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Your DialoggBox Account

You may need a DialoggBox Account in order to use our Services. You may create your own DialoggBox Account, or your DialoggBox Account may be assigned to you by an administrator, such as an authorized DialoggBox professional or your employer. If you are using a DialoggBox Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

Privacy and Copyright Protection

DialoggBox's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that DialoggBox can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

About Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

DialoggBox gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by DialoggBox as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by DialoggBox, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER DIALOGGBOX NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, DIALOGGBOX, AND DIALOGGBOX'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF DIALOGGBOX, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, DIALOGGBOX, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify DialoggBox and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We will post

notice of modifications to these terms on this page. We will post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict. These terms control the relationship between DialoggBox and you. They do not create any third party beneficiary rights. If you do not comply with these terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms. The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Alameda County, California, USA, and you and DialoggBox consent to personal jurisdiction in those courts.

Privacy Policy

IdealilyCorp dba dialoggBox (“DialoggBox”) has created this privacy policy to let you know what information we collect when you access and use this DialoggBox web site and the meeting productivity services we provide via our intelligent meeting assistant (“App@DialoggBox”), why we collect it, and how it is used. Our Privacy Policy is governed by our Terms of Use. Capitalized terms not otherwise defined in this Privacy Policy shall have the meanings set forth in the.

DialoggBox offers a suite of services (our “Services”) that enables meeting hosts to record, transcribe and store the output of a meeting, including the content, participants and any documentation associated with that meeting (the “Conversation Document”). All participants in the meeting should have access to the Conversation Document, and the organizer or host of the meeting (the “Host”) determines who gets invited to the meeting. Hosts may organize a meeting via the DialoggBox Site, your calendaring system, or a potential mobile app (the “Mobile Application”) and recording a meeting live while they’re in the room with other meeting participants. Our Terms of Use require all Hosts to use the Services in compliance with applicable law.

By accessing and using this Site, Calendar, or Mobile Application and availing yourself to our Services, you consent to the data practices described in this Privacy Policy and our Terms of Use. We may periodically make changes to this Privacy Policy. We will notify you about material changes in the way we treat personally identifiable information by sending an email message to the email address you most recently provided to us and/or by prominently posting a notice on our Site. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes, so we encourage you to visit this web page often. If you do not consent to this Privacy Policy, please do not access and use the Site and our Services.

1. THE COLLECTION OF INFORMATION; WHY WE COLLECT IT; AND HOW WE USE IT.

PERSONAL INFORMATION FROM YOU

To engage our Services, you generally need to be a registered DialoggBox account holder.

WE COLLECT:

Your email, username, a password and contact preferences.

WHY WE COLLECT IT AND HOW WE USE IT:

To invite you to subscribe in your calendar.

To validate your email.

To create and support your DialoggBox account and provide you with customer service.

To communicate with you, for example informing you about your DialoggBox account, security updates and Site, Calendar, and Mobile Application information.

To identify you to the other participants in meetings.

To enable other meeting participants to collaborate with you regarding the Meeting Content and benefit from our Services.

To contact you about DialoggBox features, products, services and other promotions that can enhance your use of the Services, in accordance with your communications preferences. To enforce compliance with our Terms.

To identify you in summaries, insights, and search results that we show to you and participants.

WE COLLECT:

At your election, your name, image and other personally identifiable information.

WHY WE COLLECT IT AND HOW WE USE IT:

To manage your online session.

WE COLLECT:

Your credit card information, including your address

WHY WE COLLECT IT AND HOW WE USE IT:

To process your payments. (DialoggBox uses reliable third-party payment processors and retains only limited information about your payment transactions.)

WE COLLECT:

The time and geographic area where you use your computing devices when you interact with the Services.

WHY WE COLLECT IT AND HOW WE USE IT:

To localize your interaction with the Services and improve our understanding of how you and other users interact with the Services.

To help you verify use of your DialoggBox account.

WE COLLECT:

At your election, your location and calendar information.

WHY WE COLLECT IT AND HOW WE USE IT:

To coordinate subscriptions, sharing, and participation in your meetings.

To enhance and supplement your meeting information in your calendar information.

To make suggestions regarding how you might improve your use of the Services or implement the Services with respect to your calendared meetings.

WE COLLECT:

Actions you perform when using the Services.

WHY WE COLLECT IT AND HOW WE USE IT:

To administer the Services and improve the features and usability of the Services.

To recommend to you additional features that may enhance your use of the Services.

As noted above, from time to time, we may contact you via email with information about the Services and features that we think may be beneficial to you and special offers. You may opt-out of such communications at any time by following the opt-out instructions provided in emails or by logging into your DialoggBox account via our Site and changing your contact preferences. However, you will continue to receive essential Services-related and DialoggBox account-related information, even if you unsubscribe from promotional emails.

WE COLLECT:

Your email address from our Site and/or via Mobile Application.

WHY WE COLLECT IT AND HOW WE USE IT:

We may collect your email address or other contact information to coordinate calendar invites for subscription and in the event that you email us with a question. We use that information to answer your question and, where we believe appropriate, to send you emails with additional information about the Services.

MEETING INFORMATION:

You engage our Services in your meetings by accepting a calendar invite to subscribe via your computing devices (smartphone or computer) and/or by using DialoggBox's Mobile Application mobile application and recording a meeting live while you're in the room with other meeting participants. DialoggBox will translate, transcribe and store the output of a conversation or a meeting, including the content, participants and any documentation associated with that meeting (the "Conversation Document"), subject to the Host's commands and the commands of the meeting guests. (At any time, either you or

your guests may command DialoggBox to cease recording a portion or the remainder of your meeting discussion by unchecking "Include Me").

WE COLLECT:

A recording of your entire meeting except for any portions of that meeting which App@DialoggBox is commanded to ignore.

WHY WE COLLECT IT AND HOW WE USE IT:

To create a Conversation Document of the meeting.

To enable DialoggBox to generate insights, analytic summaries, and predictive highlights of the meeting from the Conversation Document (as host) and by the other individuals attending the meeting (as participants) ("Meeting Insights"). These Meeting Insights identify key words from the Conversation Document that are discerned by our Services as pertinent and central to the meeting discussion.

To enable you and your meeting guests to search the Conversation Document for particular words or phrases and the related meeting discussion.

WE COLLECT:

The portions of the Conversation Document which you (as Host) or the individuals invited to your meeting (as participants) highlight and designate for transcription to a written record (the "Voice Notes").

WHY WE COLLECT IT AND HOW WE USE IT:

To enable DialoggBox to compile a written record of those designated portions of the meeting that are to be made accessible or delivered to you and your meeting guests.

To enable DialoggBox to attempt to correct portions of the Voice Notes that the Services are unable to transcribe properly.

WE COLLECT:

Information regarding when and where a meeting is held and any tags (i.e. descriptive information) related to that meeting.

WHY WE COLLECT IT AND HOW WE USE IT:

To provide the history and context for a meeting to enhance the Conversation Document.

In addition to the uses of information described above, DialoggBox uses various tools and technologies to analyze the collected information detailed above in order to power features of our Services and to improve our Services for you. This may include, for example: Providing you information most relevant to how you are using the Services at a specific time or location; and

Providing you information relevant to a Conversation Document or Voice Notes that you are creating or reviewing.

NON-IDENTIFIABLE AND AGGREGATED INFORMATION

When you visit the Site, use the Mobile Application or avail yourself to the Services, we or our affiliates and service providers collect and retain certain information that cannot be used to identify you, such as the nature and frequency of your use of Mobile Application and/or visits to the Site, the Site web pages you visit and how long you spend at the Site. We or our affiliates and service providers may use that information or aggregate it with other information to monitor the number of visitors to our Site and/or users of Mobile Application, how users use and interact with our Mobile Application, our Site and Services, and our users' demographics. We use this information to monitor and improve our Services. We may also use this information to help us describe our Services to current and prospective users, business partners and other third parties.

2. INFORMATION ACCESS, SHARING AND DISCLOSURE

INFORMATION ACCESSED BY DIALOGGBOX OR ITS SERVICE PROVIDERS IN OTHER SITUATIONS

As a general rule, DialoggBox's employees and service providers do not monitor, review or listen to your meeting information that is recorded and stored by our Services; however, we list below the limited circumstances in which our employees and service providers will access or review your Conversation Document:

We need to do so to evaluate problems with the quality of the Notes.

We need to do so for other troubleshooting purposes.

We believe our Terms of Use has been violated and confirmation is required or we otherwise have an obligation to review your meeting information as described in our Terms of Use.

We believe it to be necessary to protect the rights, property or personal safety of DialoggBox and its users (including to protect against potential spam, malware or other security concerns).

We do so in order to comply with our legal obligations.

DIALOGGBOX'S DISCLOSURE OF YOUR PERSONAL INFORMATION OR MEETING INFORMATION

DialoggBox does not sell or rent your personal information or paid meeting information unless otherwise agreed.

In cases of onward transfer to third parties of the personal data of EU and Swiss individuals received pursuant to the EU-US and Swiss-U.S. Privacy Shield, DialoggBox is potentially liable. Notwithstanding the foregoing, DialoggBox is not responsible for any disclosure, publication or use of your personal information or meeting information which you choose to include in your Conversation Document, including to the extent such personal information or meeting information is then incorporated into the Meeting Insights, Summaries, Models, or Notes

3. MANAGING YOUR INFORMATION; INFORMATION STORAGE AND TRANSFER

YOUR CHOICE REGARDING PERSONAL DATA

You can use the Site, Calendar and Mobile Application without providing any personal information; however, if you choose not to provide any personal information, you will not be able to open a DialoggBox account or engage the Services or Host meetings to which App@DialoggBox is invited. You may still be able to use Mobile Application without providing personal information, albeit with limited functionality.

Your meeting information will be recorded and saved based upon how you engage the Services and instruct App@DialoggBox in your meetings. Your meeting information will be stored by DialoggBox to enable retrieval, search, and transcription. The retention of such meeting information is subject to the default settings below.

ACCESSING, CORRECTING OR DELETING YOUR INFORMATION

DialoggBox is committed to transparency, and we want EU data subjects to have access to Personal Information that we may have about them and/or the devices that they may use to access the Internet. If you'd like to update, correct, delete, or deactivate any personal information that you have provided to

DialoggBox, and/or you reasonably believe that DialoggBox has personal information pertaining to you, please send your request to helpme@dialoggbox, and we will process your request within a reasonable timeframe or as required by law. If you have an account with DialoggBox, you may be able to access and correct your information and deactivate your account after logging into your account. You can stop using the Services at any time; and if you deactivate your account, the content in your account, including your profile and any Conversation Documents will be automatically deleted within one (1) year. DialoggBox will endeavor to accommodate all reasonable requests to access, correct or delete your personal information and meeting information unless it is required to be retained by law or for lawful business purposes. Once information is deleted from your DialoggBox account, it will no longer be accessible to you or others who may access the Services. DialoggBox's back-up and archiving systems may retain residual copies of your personal information and meeting information for up to one year due to the nature of those systems' operations. EU data subjects seeking to view, edit, delete, port, or otherwise restrict DialoggBox's use of their Personal Information collected via the Website may email HelpMe@DialoggBox for information and instructions governing DialoggBox's honoring of data subject access rights. For more about rights for EU data subjects, please scroll down to the section marked as "EU DATA SUBJECTS."

WHERE YOUR INFORMATION IS STORED AND PROCESSED

When you engage the Services, the personal information and non-personally identifiable information that you submit and the meeting information you create will be transferred to and stored on DialoggBox AWS servers in the United States. By submitting this information to DialoggBox and/or engaging the Services, you acknowledge and agree that such information, including personal information and meeting information, will be transmitted to and hosted and accessed in the United States. Data privacy laws or regulations in your home country may differ from those in the United States; however, with the exception of EU and Swiss data subjects under Privacy Shield as described below, we will collect, store and use your personal information, meeting information and non-personally identifiable information in accordance with this Privacy Policy and the applicable laws of the United States.

DATA SECURITY

DialoggBox is committed to protecting the security of your information and takes reasonable commercial precautions to protect it. By using Services, you agree that our security practices as defined in this data security provision are sufficient. DialoggBox uses industry-standard encryption to protect your data in transit. This is commonly referred to as transport layer security ("TLS") or secure socket layer ("SSL") technology. However, internet data transmissions cannot be guaranteed to be 100% secure, and we cannot guarantee the security of information during its transmission between you and us.

If DialoggBox learns of a security system breach, we may attempt to notify you and provide information on protective measures, if available, through the email address that you have provided to us or by posting a notice on our Site. Depending on where you live, you may have a legal right to receive such notices in writing.

INFORMATION COLLECTED FROM MINORS

DialoggBox requires its users to be at least 18 years of age. DialoggBox does not knowingly collect personal information from individuals under the age of 18. If you are under the age of 18, please do not submit any personal information through the Site. If you have reason to believe that a child under the age of 18 has provided personal information to DialoggBox through this Site, please contact us and we will endeavor to delete that information from our databases.

EU DATA SUBJECTS

In addition to the above reference privacy practices, EU Data subjects are granted special rights under the General Data Privacy Regulation. While DialoggBox does not actively market our services to persons located in the EU at this time, we understand that EU data subjects may use the Services as Hosts and meeting participants and visit the DialoggBox Website.

Our data protection office may be reached at helpme@dialoggBox.

DialoggBox is a processor of data pursuant to the Services. Each meeting Host is the data controller and as such is responsible for directing the means by which DialoggBox processes such data. Each host is also responsible for notifying meeting participants that DialoggBox is enabled and ensuring that the Host has the consent of meeting participants where required. As a processor of data, DialoggBox's role is to process data as directed by each Host.

DialoggBox's legal basis for processing the Personal Information of EU data subjects varies: meeting Hosts determine the legal basis for the Personal Data processed pursuant to the Services; DialoggBox processes Personal Information that is required to provide the Services under contractual necessity, and; we process the Personal Information collected via our Website and associated sales and marketing programs under our legitimate interest where we have ascertained that the processing is not high risk and will not violate fundamental human rights. We process personal data such as your contact information via the Website with consent.

DialoggBox is committed to transparency, and we want EU data subjects to have access to Personal Information that we may have about them and/or the devices that they may use to access the Internet. Our process for accessing and correcting data processed via the Services is described above. EU data subjects seeking to view, edit, delete, port, or otherwise restrict DialoggBox's use of their Personal Information should email HelpMe@DialoggBox for information and instructions governing DialoggBox's honoring of data subject access rights.

4. CONTACTING DIALOGGBOX

Our goal is to respect your privacy. If you have any questions, comments or concerns about our Privacy Policy, you may contact us by email at helpme@dialoggbox

ENFORCEMENT AND PRIVACY COMPLAINTS BY EU AND SWISS CITIZENS

In compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Principles, DialoggBox commits to resolve complaints about your privacy and our collection or use of your personal information. Persons located in the European Union and Switzerland who have inquiries or complaints regarding this privacy policy should first contact us at HelpMe@DialoggBox.

Please note that if your complaint is not resolved through these channels, under limited circumstances, a binding arbitration option may be available before a Privacy Shield Panel.