

Effective Date: September 4, 2022

Last Modified: September 4, 2022

Remio Terms of Service

Welcome to Remio (the “App”). The following Terms of Service (the “Terms”) between you (“Users”) and Sandell Enterprises, LLC (“We/Us”) govern Users’ use of and access to the App’s smartphone application, keyboard extension, and related features (collectively, the “Services”).

These Terms constitute a binding agreement made between Us and Users. These Terms will remain in effect while Users use the Services. *By using or accessing any part of the Services, Users agree to the Terms herein or incorporated by reference. If Users do not agree to all of these Terms, they should not use or access the Services.*

Users should be careful about sharing scheduling information through the App. We take Users’ safety and privacy seriously. However, We do not in any way monitor, moderate, or limit the content of Users’ communications with third parties through the Services. ACCORDINGLY, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SAFETY OF OUR USERS WITH RESPECT TO THEIR INTERACTIONS WITH OTHER USERS OF THE SERVICES. IT IS USERS’ RESPONSIBILITY TO COMMUNICATE WITH OTHERS SAFELY. WE HAVE NO CONTROL OVER THE CONDUCT OF OUR USERS AND DISCLAIM ALL LIABILITY WITH RESPECT TO USER-TO-USER INTERACTIONS TO THE MAXIMUM EXTENT PERMITTED BY LAW.

PLEASE NOTE THAT, EXCEPT AS PROVIDED BELOW, THESE TERMS REQUIRE RESOLUTION OF DISPUTES THROUGH USE OF AN ARBITRATION SERVICE. USERS HEREBY AGREE THAT ALL DISPUTES ARISING FROM, RELATED TO, OR IN CONNECTION WITH THEIR USE OF THE SERVICES WILL BE RESOLVED IN ACCORDANCE WITH THE ARBITRATION AND GOVERNING LAW PROVISIONS SET FORTH IN SECTION 17 BELOW.

1. Modification

We reserve the right, at Our sole discretion, to modify these Terms at any time and without prior notice. If We modify these Terms, We will either post a notification of the modification on this website or otherwise provide Users with notice of the change. The date of the last modification will also be posted at the beginning of these Terms. It is Users’ responsibility to check from time to time for updates. By continuing to access or use the Services, Users agree to be bound by any modified Terms.

2. Privacy Policy

Users' use of the Services signifies their continuing consent to the Remio [privacy policy](#), which discusses how We collect, use, and share information through the Services. Users should read the privacy policy carefully.

3. Software

In order to enable new features and enhanced functionality, Users consent to downloading and installing updates to the Services.

4. Fees and Taxes

Users are responsible for data and mobile carrier fees and taxes associated with the devices on which Users use the Services.

5. Eligibility

The Services are intended solely for persons who are at least 13 years old. By using the Services, Users represent and warrant that they are at least the age of 13. If we become aware that a child under 13 has provided or attempted to provide us with personal information, we will use best efforts to remove the information permanently from our files without prior notice.

If Users are under the age of 18 but at least 13 years of age, Users may use the Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms on Users' behalf. If Users are a parent or legal guardian agreeing to the Terms for the benefit of a minor between the ages of 13 and 18, be advised that those Users are fully responsible for the minor's use of the Services, including all liability that the minor may incur. Parents or legal guardians may not agree to the Terms on behalf of a person under the age of 13.

6. Acceptable Uses

Users' use of the Services is subject to their compliance with these Terms. As part of the features of the Services, we allow Users to voluntarily use the Services to send content to other users, including but not limited to information related to scheduled meetings, reminders, tasks, and events ("User Content"). Users' use of the Services, including Users' transmission of User Content, is further subject to the following terms:

- Users may not use the Services to harm other people or their property, or to transmit User Content that in any way infringes or violates the rights of anyone, including without limitation any intellectual property rights, rights of privacy or publicity, or rights in confidential information of any person.
- Users may not use the Services to insult, harass, annoy, abuse, or attack users or other persons.

- Users may not use the Services to promote or encourage illegal conduct, including but not limited to any unlawfully organized, assembled, or promoted events.
- Users may not automatically copy, rip, scrape, crawl, or capture the content in the Services, including without limitation source code and software scripts, except as expressly allowed by us in writing.
- Users may not interfere with or damage the Services or any other Users' enjoyment of the Services, including, without limitation, through the use of viruses, bots, harmful code, denial-of-service attacks, backdoors, packet or IP address spoofing, forged routing, or any similar methods or technology.
- Users may not generate User Content that constitutes any unauthorized mail or messages or any form of "spamming," junk mail, or unsolicited commercial offers.
- Users may not use the Services for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

We reserve the right to modify, delete, or otherwise alter User Content if it violates the acceptable uses as detailed in this Section.

7. Feedback

We welcome and encourage Users to provide feedback, comments and suggestions for improvements to the Services ("Feedback"). Users can provide such Feedback at support@sandell.enterprises. Users agree that We have the right, but not the obligation, to use such Feedback without any obligation to provide Users credit, royalty payment, or ownership interest in any changes to the Services.

8. Third-Party Services and Events

As part of the Services, We may include copies of and links to third party media and content transmitted through the App, including but not limited to information about Events. Users agree that We are not responsible or liable for any content or other materials from third parties. We are also not responsible for any transactions or dealings between Users and any third party. Users agree that We are not responsible for any claim or loss due to a third-party Event, website, or any advertiser.

9. Warranties

WE PROVIDE THE SERVICES "AS IS." WE MAKE NO EXPRESS WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY,

SATISFACTORY QUALITY, ACCURACY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS SITE OR THIS SERVICE WILL MEET USERS' REQUIREMENTS, IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION.

USERS ASSUME ALL RISKS WITH THEIR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO RISKS RELATING TO ANY ONLINE OR OFFLINE COMMUNICATION WITH OTHER USERS OR PARTICIPANTS IN THE SERVICES OR TRAVEL TO EVENTS, APPOINTMENTS, MEETINGS, OR OTHER DESTINATIONS WHILE USING THE SERVICES. WE MAKE NO WARRANTIES WITH RESPECT TO THE CONDUCT OF USERS OF THE SERVICES, ANY ASPECT OF ANY APPOINTMENT, MEETING, OR OTHER ACTIVITY SHARED ON THE SERVICES, OR LOCATIONS DIRECTED TO BY THE SERVICES.

USERS ACKNOWLEDGE THAT WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE QUALITY, SAFETY, ACCURACY OR LEGALITY OF ANY EVENTS, APPOINTMENTS, MEETINGS, OR ASSOCIATED CONTENT. WE HAVE NO RESPONSIBILITY TO USERS FOR, AND HEREBY DISCLAIM ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY EVENT, APPOINTMENT, OR MEETING ORGANIZER OR PROMOTER. USERS UNDERSTAND AND AGREE THAT SOME EVENTS, APPOINTMENTS, OR MEETINGS MAY CARRY INHERENT RISK, AND BY PARTICIPATING IN THOSE EVENTS, APPOINTMENTS, OR MEETINGS, USERS CHOOSE TO ASSUME THOSE RISKS VOLUNTARILY. FOR EXAMPLE, SOME EVENTS, APPOINTMENTS, OR MEETINGS MAY CARRY RISK OF ILLNESS, BODILY INJURY, DISABILITY, OR DEATH, AND USERS FREELY AND WILLFULLY ASSUME THOSE RISKS BY CHOOSING TO PARTICIPATE IN THOSE EVENTS, APPOINTMENTS, OR MEETINGS.

BECAUSE SOME STATES DO NOT PERMIT DISCLAIMER OF IMPLIED WARRANTIES, USERS MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER LOCAL LAWS.

10. Limitation on Liability

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE TO USERS OR TO ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES WHETHER BASED ON A CLAIM RELATED TO A WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE KNEW, SHOULD HAVE KNOWN, OR WERE APPRISED OF SUCH DAMAGES.

IN NO CIRCUMSTANCE WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF THE SERVICES EXCEED FIFTY U.S DOLLARS (\$50).

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

11. Severability and Integration

The Terms constitute the entire agreement between Us and Users with respect to use of the Services, and supersede all previous written or oral agreements (including prior versions of the Terms). If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

12. No Waiver

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision, and no waiver of any of the provisions of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

13. Assignment

Users may not assign or transfer these Terms, by operation of law or otherwise, without Our prior written consent. Any attempt by Users to assign or transfer these Terms without such consent will be null and of no effect. We may assign or transfer these Terms, at Our sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

14. Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. Governing Law

These Terms (and any further guidelines, rules, or policies incorporated therein) shall be governed and construed according to the laws of the Commonwealth of Massachusetts and the federal laws of the United States.

16. Contact Us

If Users have any questions about these Terms, please contact Us at support@sandell.enterprises.

Domain name: sandell.enterprises