Business Terms

The agreement for organizations using Momor Workflows and Momor Gateway: organizations, keys, credits, acceptable use, and what each side is responsible for.

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Using Momor Search for yourself? The Consumer Terms cover it.

IN SHORT

- These Terms cover organizations on Momor: Momor Workflows, including Chat, and Momor Gateway. Everyone who uses an organization must be 18 or older.
- An organization runs on prepaid credits its owner holds. There are no plans or subscriptions, and purchases are never refunded.
- What a member does in an organization belongs to the organization. Momor uses it only to do the work asked of it and does not train models on it.
- AI answers can be wrong. Check anything that matters before you act on it.
- An organization answers for what its members, its keys and its workflows do. People join it only by invitation, and the owner or an admin removes them.

A summary only. The full text below is what applies.

1. These Terms

These Business Terms ("Terms") are an agreement between you and Momor.ai LLC ("Momor") for organizations on Momor: Workflow, Gateway and Provider organizations, and what they use through momor.ai, the installed Momor app, Momor's APIs and MCP addresses: Momor Workflows (including Chat) and Momor Gateway (together, the "Service").

Momor Search, used with a personal Search account, is covered by the Consumer Terms. One sign-in can hold a Search account and organizations; each account is governed by its own terms.

These documents are part of this agreement:

- The Privacy Policy, which says what Momor does with personal information.
- The Data Processing Addendum, which applies to every organization.
- The Provider Terms, which apply to organizations that serve models through Momor Gateway.
- Any order form or agreement Momor signs with an organization. Where it conflicts with these Terms, it wins for that organization.

By creating or joining an organization, or using the Service, you accept these Terms. If you accept them for an organization, you confirm you have the authority to bind it, and "you" includes that organization.

2. Who can use Momor

- You must be at least 18 years old.
- You may not use the Service if the sanctions or export laws of the United States, or of where you are, prohibit it, or from a country or territory under a U.S. embargo.
- The information you give Momor about yourself and your organization must be accurate and kept current.

3. Sign-in, organizations and keys

3.1 Your sign-in

You sign in with your email address, with a code or link sent to it, or through Google or Apple. Your sign-in is yours alone; do not share it. Turn on two-factor authentication where it is offered.

You are responsible for what happens under your sign-in until you tell Momor it has been compromised, at security@momor.ai. The same sign-in can also hold a Search account, which the Consumer Terms cover.

3.2 Organizations

One sign-in can belong to at most one organization of each kind:

- a **Workflow organization**;
- a **Gateway organization**;
- a **Provider organization**, which serves models through Momor Gateway once Momor approves it.

Each organization has its own settings, its own credits and its own billing. Credits never move between accounts, even when one person holds them all.

3.3 Owners, admins and members

- The person who creates an organization is its owner. The owner can transfer ownership to another member, who has to accept it.
- People join an organization only by invitation. When you invite someone, you confirm you may give Momor their email address. A person can belong to only one organization of each kind, so an invitation to someone who already has one of that kind is refused.
- Members do not leave an organization themselves. The owner or an admin removes members, and only the owner removes an admin. A removed member keeps their other accounts.
- The owner, and the roles the owner assigns, decide what each member can do. An organization may require its members to sign in a particular way, such as with two-factor authentication or the organization's own single sign-on.
- An organization is responsible for everything its members, its keys and its workflows do in it, and for their following these Terms.

- An organization's usage is paid from the credits its owner holds. Members spend them; only the owner changes how they are funded.
- The work a member does in an organization belongs to the organization. What Momor knows about the member personally stays theirs, as the Privacy Policy describes.

3.4 Keys

API keys call models through Momor Gateway. Run keys start an organization's workflows, answer their questions and read their runs. A key acts for the organization that created it. Keep keys secret, give each one only what it needs, and revoke any key you think has leaked. Momor shows a key once, when it is created, and cannot show it again.

3.5 Deleting an organization

- The owner can delete an organization once its other members and its runs have been removed; Settings lists what is deleted with it before you confirm. A Provider organization stops serving its models instead.
- Deleting an organization deletes the credits it holds. They are not refunded.
- A person left with no account, because the organization they owned was deleted or they were removed from the last one they belonged to, has their sign-in deleted too.

4. Momor Workflows

- A Workflow organization builds workflows that call models, tools, other workflows and people, and runs them. Chat, the organization's assistant, is a workflow too.
- You decide what your workflows do. You are responsible for the tools and accounts you connect to them, the actions they take through those connections, and the people they ask. Momor acts only as your workflows and settings instruct.
- You decide who your workflows ask and what they do when no one answers in time. Momor makes no decision for a person beyond what your workflow defines.

- By connecting a tool server, you allow Momor to call it for your organization's workflows until the connection is removed. Where a connection signs each member in as themselves, signing in allows Momor to call it as you, for your own runs, until you sign out of it. Momor keeps connection credentials encrypted and never shows them again, to anyone.
- You may offer your organization's workflows to AI assistants through Momor's MCP address. An assistant you connect handles what it receives under its own provider's terms.
- Runs are kept for as long as your organization's retention setting says. Temporary runs, where your organization allows them, are deleted 30 minutes after their last activity.
- Your organization's knowledge graph holds what its workflows learn, including what members tell their runs unless your organization turns that off. It belongs to your organization and is never shared with another customer.
- Momor Workflows may also be provided under an agreement with your organization; its prices and terms then follow that agreement.

5. Momor Gateway

- A Gateway organization calls models with its API keys, through Momor's own API or an OpenAI-compatible endpoint.
- **Model providers' rules apply.** Every call is served by a model provider. You must follow the usage policies of the provider and the model each call reaches, and Momor may refuse a call that breaks them.
- **Momor's supply.** Calls run on Momor's own provider accounts only where the provider's terms allow Momor to resell them.
- **Your own keys.** When a call runs on a provider key you saved or sent, your own agreement with that provider governs the call and the provider bills you for it. Momor charges a fee of a share of the call's list price, 5% unless your agreement says otherwise, from your credits. Saved keys are stored encrypted and never shown again, to anyone.
- **Content.** Momor does not keep what a Gateway call sends or receives. It keeps a record of each call (the models asked for, the provider and model that answered, the attempts, tokens, cost and timing) for billing and for your usage page. A call that asks for file conversion

has the description or transcript of each file kept for up to a day, so the same file is not converted twice.

- **Zero data retention.** A call under zero data retention runs only on keys covered by a zero-data-retention agreement with the provider, and never with file conversion.
- **Data policies.** Each provider's data policy is shown in Momor's catalog. Your organization, or a single call, can keep calls to providers in the countries it chooses and away from providers that train on prompts.
- **Models change.** Providers add, change and retire models. Momor may stop offering a model or a provider, with notice in the catalog where it can, and does not promise that any particular model or provider stays available. Failover to another provider is best effort.
- **Building on Gateway.** You may use Gateway in your own products, and you are responsible for your users and their use. You may not offer access to Momor Gateway itself to others as a model API, or share your keys, without a written agreement with Momor.

6. Credits and payment

6.1 Prepaid credits

An organization is paid for with prepaid credits, in U.S. dollars, which its owner holds. There are no plans or subscriptions. Each call, chat and workflow step is charged from the organization's credits, at the prices in Momor's catalog and on the pricing page when it runs. The usage page shows what each one cost.

Some of Momor's own features, such as file conversion, keeping the knowledge graph and summarising, run on models Momor chooses. They are charged from the organization's credits too and appear on its usage page.

6.2 Buying credits

- Only the owner buys credits and turns automatic top-up on or off.

- Each purchase adds a service fee of 5.5% of the credits bought, at least $0.80, plus any tax that applies, on top of the credits.
- If you turn on automatic top-up, you authorize Momor to charge your saved payment method the amount you set each time the balance falls below the threshold you set, until you turn it off.
- Payments are processed by Stripe. Momor never sees or stores your full card number.
- An organization with an invoiced agreement is billed as that agreement says.

6.3 No refunds

Every purchase of credits, and the service fee on it, is final. Momor does not refund purchases, in whole or in part, for any reason, including unused credits, expired credits, deleted organizations, and accounts that are suspended or closed, except where a law that cannot be waived requires it.

6.4 Expiry

- Momor may expire purchased credits that are still unused 12 months after the purchase that added them. Momor will tell you before any credits expire.
- Credits Momor grants, such as starter or promotional credits, expire on the date shown when they are granted.
- Credits are not money. They have no cash value, cannot be sold or transferred, and are lost when the organization holding them is deleted.

6.5 When credits run out

When an organization's balance reaches zero, new calls, chats and runs are refused until credits are added. The organization chooses whether work already running finishes and whether scheduled runs are skipped, and can set monthly limits and caps for its keys and members. Questions a workflow is waiting on stay open.

Work that finishes after the balance reaches zero can take it below zero; the next credits added cover that first.

6.6 Disputed payments

If a payment is disputed, charged back or reversed, Momor removes the credits it paid for and may suspend the organization until the matter is settled. Contact billing@momor.ai before you dispute a charge with your bank.

6.7 Prices and taxes

Momor may change its prices. Model prices in the catalog apply to calls made after they change. Changes to the service fee or the own-key fee take effect 30 days after Momor gives notice. Prices do not include taxes, which are added where they apply.

7. Acceptable use

Use Momor lawfully and in good faith. Asking about difficult or sensitive subjects in good faith does not break these rules. You may not use the Service to:

- break the law, or help anyone else break it;
- create, seek or share sexual content involving minors. Momor reports child sexual abuse material to the National Center for Missing & Exploited Children as the law requires, without notice to you;
- threaten, harass, stalk or dox anyone, or identify, locate or track a private person without their consent;
- promote hatred or violence against people for their race, ethnicity, religion, gender, sexual orientation, disability or another protected characteristic;
- plan violence or terrorism, or make weapons capable of mass harm;
- defraud, impersonate or deceive people, including with fake reviews, deceptive synthetic media, or deliberately false information about elections, public health or emergencies;

- upload or connect content you have no right to share, malware, or files built to exploit systems;
- break into, probe, overload or disrupt the Service, other accounts, or the systems of model and tool providers;
- get around limits, caps, credits, payment or suspensions, including by opening more accounts;
- break a model provider's usage policy, or try to extract a model's weights or training data;
- access the Service by automated means other than its APIs, keys and documented addresses.

Momor uses automated systems to detect abuse. It may refuse requests, delete uploaded files, and limit, suspend or close accounts that break these rules, as section 10 describes. Report abuse to abuse@momor.ai.

8. Content and ownership

8.1 The organization's content

"The organization's content" is what the organization, its members, its keys and its workflows put into the Service, such as messages, files, workflow definitions and data from connected tools, and what the Service produces for it, such as answers, run results and model outputs. As between the organization and Momor, the organization owns its content.

The organization allows Momor to store, process and transmit its content, and to send it to the model, search and tool providers a request needs, only to provide the Service to it, keep it secure, and comply with the law. Momor processes the personal data in it under the Data Processing Addendum. Momor does not use the organization's content to train models. Model providers handle it under the data policies shown in Momor's catalog or, on your own keys, under your agreement with them.

8.2 Outputs

Answers and outputs come from AI models. They can be wrong, incomplete, or similar to what others receive. Some model providers' terms limit how outputs may be used, and those limits apply to you.

8.3 Feedback

If you send Momor feedback or ideas, Momor may use them without any obligation to you.

8.4 Momor's property

Momor owns the Service, its software and designs, the workflows and prompts it ships, and the Momor name and marks. Momor gives you a limited, non-exclusive, non-transferable right to use the Service under these Terms. You may copy Momor's shared workflows and templates into your organization and change them. Open-source components are licensed under their own licenses, listed in the app. You may not copy, reverse engineer or resell the Service except as these Terms or the law allow.

8.5 Copyright complaints

Momor responds to valid notices under the Digital Millennium Copyright Act and closes the accounts of repeat infringers.

Designated agent (17 U.S.C. §512)
Legal Department, Momor.ai LLC
2501 Chatham Rd, Ste N, Springfield, IL 62704
legal@momor.ai

If you believe content was removed by mistake, send a counter-notice to legal@momor.ai with your physical or electronic signature, the content removed, a statement under penalty of perjury that it was removed by mistake, your contact details, and your consent to the jurisdiction of your federal district court.

9. Other companies' services

Model providers, search and data providers, tool servers you connect, payment processors and sign-in providers are run by other companies. Momor is not responsible for their content or availability, or for what they do under their own terms with data you choose to send them, such as on your own provider keys, through your own connections, or to assistants you connect. Dictating a message uses your browser's own speech recognition, which the browser's maker runs under its own terms. Search results and sources are other people's content; showing them is not an endorsement.

10. Suspension and termination

- Momor may refuse a request, or limit, suspend or close an organization, if it reasonably believes the organization breaks these Terms, puts others or the Service at risk, is used for fraud, has a disputed payment, or must be stopped by law. Every such action by Momor's staff is recorded with a reason, and Momor tells the organization why unless the law, security or an investigation prevents it.
- Suspending an organization stops new work and its members' access. Nothing is deleted while an organization is suspended.
- You can stop using the Service at any time, and the owner can delete the organization as section 3.5 describes.
- Momor may stop offering a product or feature. Where it can, it gives 30 days' notice. Unused credits are not refunded.
- Sections 6.3, 6.4, 8, 11, 12, 13 and 14 continue after this agreement ends.

11. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MOMOR DOES NOT PROMISE THAT THE SERVICE WILL

BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ANSWER, OUTPUT OR SOURCE IS ACCURATE, COMPLETE OR CURRENT.

Answers, outputs and workflow results are not legal, medical, financial or other professional advice. Do not rely on them where a mistake could cause death, injury, damage or financial loss; check them with a qualified person first.

12. Limitation of liability

TO THE FULLEST EXTENT THE LAW ALLOWS, MOMOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, USE OR GOODWILL.

MOMOR'S TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF THE AMOUNT YOU PAID MOMOR IN THE TWELVE MONTHS BEFORE THE CLAIM AND ONE HUNDRED U.S. DOLLARS ($100), EXCEPT FOR LIABILITY THE LAW DOES NOT ALLOW TO BE LIMITED. THIS LIMIT DOES NOT APPLY TO A BREACH OF MOMOR'S PRIVACY OR CONFIDENTIALITY OBLIGATIONS CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

13. Indemnity

You will defend and indemnify Momor, its officers, employees and agents against claims, losses and costs, including reasonable legal fees, arising from your breach of these Terms or the law, your content, your workflows and connections, your products built on Momor Gateway and their users, or your infringement of anyone's rights. This does not cover claims caused by Momor's own breach, negligence or misconduct.

14. Governing law and disputes

14.1 Governing law

These Terms are governed by the laws of the State of Illinois, United States, without regard to conflict-of-law rules.

14.2 Arbitration

You and Momor agree to resolve disputes through binding individual arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Either side may bring a claim in small claims court instead. You may opt out of arbitration by emailing legal@momor.ai within 30 days of first accepting these Terms.

14.3 No class actions

Disputes proceed only individually; class, collective and representative actions are not allowed. If 25 or more similar claims are filed by or with the same counsel within 90 days, the American Arbitration Association's mass arbitration procedures apply. Nothing in this section limits rights the law does not let you waive.

15. Changes to these Terms

Momor may update these Terms. For a material change, Momor gives at least 30 days' notice by email or in the product before it takes effect. Using the Service after that accepts the change. If you do not accept it, stop using the Service, and the owner can delete the organization, before it takes effect.

16. General

- These Terms, with the documents in section 1, are the whole agreement between you and Momor about the Service.

- If a court finds part of these Terms unenforceable, the rest continues in force.
- Momor not enforcing a right is not a waiver of it.
- You may not transfer these Terms without Momor's written consent. Momor may transfer them to a company that takes over the Service.
- Neither side is responsible for delays or failures caused by events beyond its reasonable control.
- Momor sends notices to your sign-in email or in the product. Send legal notices to legal@momor.ai.

17. Contact

Momor.ai LLC
2501 Chatham Rd, Ste N
Springfield, IL 62704

- Support: support@momor.ai
- Billing: billing@momor.ai
- Security: security@momor.ai
- Abuse reports: abuse@momor.ai
- Legal notices: legal@momor.ai

Questions about this document: legal@momor.ai