Consumer Terms

The agreement for using Momor Search with your own Search account: your account, credits, acceptable use, and what each side is responsible for.

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Using Momor in an organization? The Business Terms cover it.

IN SHORT

- You must be 18 or older. Your Search account is yours alone.
- Search runs on prepaid credits. There are no plans or subscriptions, and purchases are never refunded.
- What you put into Search stays yours. Momor uses it only to answer you and does not train models on it.
- AI answers can be wrong. Check anything that matters before you act on it.
- Search is for your own use, not for scripts or resale.

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

1. These Terms

These Consumer Terms ("Terms") are an agreement between you and Momor.ai LLC ("Momor") for Momor Search: your Search account and what you do with it on momor.ai and in the installed Momor app (the "Service"). The Privacy Policy, which says what Momor does with your information, is part of this agreement.

Organizations on Momor, and your use of Momor as a member of one, are covered by the Business Terms.

By creating a Search account or using Momor Search, you accept these Terms.

2. Who can use Momor Search

- 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 must be accurate and kept current.

3. Your sign-in and your Search account

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.

3.2 Your Search account

- One sign-in holds at most one Search account. It is personal and cannot be shared or transferred.
- The same sign-in can also belong to organizations, which the Business Terms cover. Your Search account has its own settings, its own credits and its own billing. Credits never move between your Search account and an organization.

3.3 Deleting your Search account

- You can delete your Search account at any time in Settings. Its conversations, preferences and credits are deleted with it, and your organizations are not affected. Credits are not refunded.

- When your Search account is your last account, your sign-in and your user graph are deleted too.

4. Momor Search

- Search answers questions from the web and specialist sources, shows the steps it took, and cites its sources.
- Conversations are saved to your Search account so you can return to them, until you delete them. An incognito conversation is not saved to your account: it is deleted 30 minutes after its last activity.
- Search keeps what it learns about you in your own user graph, so its answers fit you. Only you see it, and you can correct or remove anything in it. Incognito conversations add nothing to it. The Privacy Policy explains what it holds.
- When a question needs your location, Search uses your approximate location from your IP address, or your device's location if you allow it.
- Files you attach to a question are read by Momor and its model providers to answer it.
- Search is for your own use. Do not script the Search app, scrape its results, or resell its answers. Programmatic access to Momor is through Momor Gateway and Momor Workflows, under the Business Terms.

5. Credits and payment

5.1 Prepaid credits

Momor Search is paid for with prepaid credits, in U.S. dollars. There are no plans or subscriptions. Each search is charged from your Search account's credits, at the prices in Momor's catalog and on the pricing page when it runs. Your usage page shows what each one cost.

Some of the work behind a search, such as reading files and summarising, runs on models Momor chooses. It is charged from your credits too and appears on your usage page.

5.2 Buying credits

- 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 Auto-reload, you authorize Momor to charge your saved payment method the amount you set each time your 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.

5.3 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, a deleted Search account, and an account that is suspended or closed, except where a law that cannot be waived requires it.

5.4 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 your Search account is deleted.

5.5 When credits run out

When your balance reaches zero, new searches are refused until you add credits. A search that finishes after that can take the balance below zero; the next credits you add cover that first.

5.6 Disputed payments

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

5.7 Prices and taxes

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

6. Acceptable use

Use Momor Search 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 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 data providers;

- get around limits, 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 Search by automated means, such as scripts, scrapers or bots.

Momor uses automated systems to detect abuse. It may refuse requests, delete uploaded files, and limit, suspend or close a Search account that breaks these rules, as section 9 describes. Report abuse to abuse@momor.ai.

7. Content and ownership

7.1 Your content

"Your content" is what you put into Search, such as questions, messages and files, and what Search produces for you, such as answers. As between you and Momor, you own your content.

You allow Momor to store, process and transmit your content, and to send it to the model, search and data providers a question needs, only to answer you, keep the Service secure, and comply with the law. Momor does not use your content to train models, and sends it only to model providers that do not train on it.

7.2 Outputs

Answers 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.

7.3 Feedback

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

7.4 Momor's property

Momor owns the Service, its software and designs, and the Momor name and marks. Momor gives you a limited, non-exclusive, non-transferable right to use the Service under these Terms. 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.

7.5 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.

8. Other companies' services

Model providers, search and data providers, payment processors and sign-in providers are run by other companies. Momor is not responsible for their content or availability. Dictating a question 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.

9. Suspension and termination

- Momor may refuse a request, or limit, suspend or close your Search account, if it reasonably believes the account 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 you why unless the law, security or an investigation prevents it.
- Suspending your Search account stops new searches. Nothing is deleted while it is suspended.
- You can stop using Search and delete your Search account at any time.
- Momor may stop offering Search or one of its features. Where it can, it gives 30 days' notice. Unused credits are not refunded.
- Sections 5.3, 5.4, 7, 10, 11, 12 and 13 continue after this agreement ends.

10. 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 OR SOURCE IS ACCURATE, COMPLETE OR CURRENT.

Answers 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.

11. 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.

12. 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, or your infringement of anyone's rights. This does not cover claims caused by Momor's own breach, negligence or misconduct.

13. Governing law and disputes

13.1 Governing law

These Terms are governed by the laws of the State of Illinois, United States, without regard to conflict-of-law rules. This does not take away protections the consumer laws of where you live give you and do not let you waive.

13.2 Arbitration

You and Momor agree to resolve disputes through binding individual arbitration administered by the American Arbitration Association under its Consumer 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.

13.3 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.

14. 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 Search and delete your Search account before it takes effect.

15. General

- These Terms, with the Privacy Policy, are the whole agreement between you and Momor about Momor Search.
- 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.

16. 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