

MarginNote Terms & Conditions

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Welcome to MarginNote!

By using our service, you're entering into a legal agreement with us.

Here are the key points you'll find in our Terms & Conditions:

- Vital information you need for utilizing MarginNote optimally.
- The rights you have as a valued member of our community.
- Advice on how to honor copyright laws and steer clear of violations.
- Limitations on the usage of MarginNote to prevent misuse or undesirable activities.

As MarginNote continues to grow and change, we aim to keep you informed in advance of any updates to these terms. Please note, any new terms will be effective once they are posted on our website.

We're delighted you've chosen MarginNote!

Please read the following terms and conditions (the "Terms of Use") thoroughly. These Terms of Use oversee your interaction and activity involving the MarginNote desktop and mobile application (referred to as the "Application"), the official MarginNote webpage located at <https://MarginNote.net> ("the "Site"), and any materials in connection with the Application or Site (hereinafter referred to as "Content") (collectively, the Application and Site, alongside the Content, are jointly termed as the "System"), as well as the utilities, features, operations, and propositions provided via the System (referred to as the "Services").

Within these Terms of Use, "you" and "your" denote (a) the person utilizing the System and/or benefiting from the Services, (b) any programmed agent operating the System and/or benefiting from the Services on behalf of an individual or a corporate entity, and (c) the corporate entity for which an individual or programmed agent employs the System and/or the Services; "MarginNote" , "we" , "us" , or "our" represent MarginNote Inc. along with its affiliated members, partners, branches, directors, executives, and staff.

These Terms of Use establish a legally binding agreement between you and MarginNote.

By engaging with, perusing, downloading, employing, or the System or Services, you acknowledge that you have comprehended these Terms of Use and confirm your full acceptance and compliance thereto. If you disagree with these Terms of Use, refrain from utilizing any portion of the System or the Services.

Modifications to the Terms of Use

We reserve the right to amend or revise these Terms of Use periodically. Such amendments or revisions become effective immediately upon their announcement, which we may communicate in several ways, including but not limited to, publishing an updated version of these Terms of Use (“Notice”). All Notices become effective at once. You are encouraged to review these Terms of Use regularly to be aware of any changes that may impact you. Your ongoing use of the System and/or the Services after such changes indicates your consent to the alterations.

The specific version of these Terms of Use made available on the Application or on our Site on each date you access the System will govern your access and usage of the System and Services for that day. Our electronically or otherwise officially preserved copies of these Terms of Use and the Privacy Policy are considered accurate, complete, authentic, and valid versions of the Terms of Use and Privacy Policy as they were when you visited the System. We retain the prerogative to terminate these Terms of Use, or to decline, limit, or suspend access to the System or usage of the Services (or any parts, components, or features thereof) to you or any other party, at any moment, without prior notice or liability.

Ownership of the System and Access License

You acknowledge and concur that MarginNote holds, or has obtained necessary licenses from third parties for, all rights, ownership, and interests in and to the System and the Services, including all data, text, code, music, art, databases, graphics, images, sound clips, logos, software, and other materials contained within, as well as their compilation, assembly, design, selection, and arrangement (jointly referred to as the “Content”), along with the design, structure, selection, coordination, expression, and overall appearance of such Content.

You recognize that the System and the Services are exclusive to MarginNote and safeguarded by suitable intellectual property and other ownership rights, statutes, and agreements of the

United States and abroad, with no ownership rights in the System or the Services conferred to you through your access or use. For clarity, “Content” excludes any materials or functionalities provided via external third-party websites.

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Use of the System and Services

Representations and Assurances

You assure and declare that any data, materials, software, or information submitted or encountered through the System, or obtained in any way through the System, are: (a) current, correct, comprehensive, dependable, truthful, and appropriate for the intended use; and (b) devoid of viruses, disabling mechanisms, or destructive features.

Disclaimers

The materials and information made accessible via the System and Services serve solely for educational and informational purposes. You recognize and accept that your engagement with the System and Services is undertaken at your own discretion and risk.

THE PROVIDED INFORMATION, SOFTWARE, CONTENT, SERVICES, AND MATERIALS FROM OR ON THE SYSTEM OR THROUGH THE SERVICES, ARE DISTRIBUTED “AS IS” AND “AS AVAILABLE” , FREE FROM ANY KIND OF WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM TRANSACTION CONDUCT, COURSE OF PERFORMANCE, OR CUSTOMARY USAGE.

MarginNote AND/OR ITS AFFILIATED THIRD-PARTY PARTNERS OR LICENSORS MAKE NO GUARANTEE, WARRANTY, OR PLEDGE THAT THE SYSTEM AND SERVICES WILL BE ACCURATE,

TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL MISTAKES; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SYSTEM AND SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL ELEMENTS. MarginNote MAY MODIFY, UPDATE, DELETE, OR CHANGE THE SYSTEM AND THE SERVICES WITHOUT NOTIFICATION. ADDITIONALLY, MarginNote TAKES NO RESPONSIBILITY FOR ANY INACCURACIES OR MISSED INFORMATION WITHIN THE SYSTEM OR SERVICES CONTENT AND EXPLICITLY DECLINES ANY OBLIGATION TO UPDATE THIS INFORMATION.

Limitation of Liability

IN NO SCENARIO WILL MarginNote, ITS ASSOCIATES, SUPPLIERS, CONTENT PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, COSTS, OR OTHER INJURIES ARISING FROM (A) THE USE OF OR RELIANCE ON THE SYSTEM AND/OR SERVICES; (B) THE SYSTEM AND/OR SERVICES' SECURITY; (D) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL USE BY YOU OR OTHERS; OR (E) THE SERVICE AVAILABILITY AND QUALITY. UNDER NO CIRCUMSTANCES WILL ANY OF THE AFOREMENTIONED PARTIES BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR RELATED DAMAGES OR COSTS. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, MarginNote AND ITS AFFILIATES' TOTAL LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

Indemnity

You consent to safeguard and hold MarginNote harmless against any claims, losses, or expenses (including legal fees) arising from content you provide, your System use, any Terms of Use breaches, or infringement of any law or rights by you. MarginNote reserves the right to exclusive defense in any matter requiring indemnification by you.

Typographical Mistakes

The System and Services might include inaccuracies or typographical errors for which MarginNote has no liability. MarginNote is under no directive to correct any inaccuracies or errors.

External Site Links

The System and Services may include links to third-party sites not governed by MarginNote. MarginNote neither endorses nor accepts responsibility for these linked sites. Usage and transactions on these external sites are subject to their respective terms.

System and Site Linkage

Linking to the System or Site requires MarginNote's permission, with strict conditions against inappropriate linking or misrepresentation of an affiliation with MarginNote. Any links must be removed upon MarginNote's request.

Third Party Data Disclaimer

MarginNote is not responsible for any third-party content provided on the System and Services and does not guarantee the accuracy, reliability, or appropriateness of such content.

General Provisions

These Terms of Use, alongside any promotions terms, form the comprehensive agreement regarding your System and Services usage. Your obligations under these Terms of Use survive beyond their termination. MarginNote may assign its rights without notice, while you may not assign your rights without explicit consent.

Governing Law and Jurisdiction

These Terms are governed by New York State laws. Any related legal proceedings must be initiated within one year of the cause of action, in New York County courts, to which you irrevocably consent jurisdiction and venue.

Contacting MarginNote

For any queries or comments about these Terms, the System, or the Services, please reach out to MarginNote through the provided contact details.

Recent Update Notification

These Terms were recently updated in May 2024. Kindly review periodically for any amendments.