

TERMS OF SERVICE

These **Terms of Service** (hereinafter referred to as the “**Terms**” or “**Terms of Use**” or “**Terms & Conditions**”) shall govern the relationship between our company and you. This website is owned and operated by:

Business Name: HonestyMeter

Registered Office: 10685-B Hazelhurst Dr. # 35149 Houston, TX 77043 USA

(here simply referred to as “**Company**” or “**HonestyMeter**” or “**us**” or “**our**” or “**we**”). You are here simply referred to as “**you**” or “**your**” or “**user**” or “**users**” or “**customers**”. These Terms shall govern your use of our website - <https://www.honestymeter.com/> (hereinafter referred to as the “**website**” or “**Site**” or “**Platform**”).

HonestyMeter is a user-friendly, AI-powered website designed to detect bias in various forms of content. Our service allows users to either paste text or submit a link for analysis to determine the level of bias present in the content. Whether it's news articles, blog posts, or any written material, our tool assesses the objectivity or subjectivity of the submitted content. The goal of HonestyMeter is to provide a straightforward and accessible way for users to evaluate and understand the bias in the information they consume or produce. (Hereinafter referred to as the “**Service**”)

These Terms include a binding **Arbitration Agreement** in **Section 11** which will require disputes between us to be submitted to binding and final arbitration.

Please read these Terms carefully, as these, along with our **Disclaimer** and **Privacy Policy** statement forms the entire agreement between you and HonestyMeter. If you do not accept these Terms in its entirety, then you may not use the website, or any of our services.

1. ACCEPTANCE OF THE TERMS OF SERVICE

By accessing or using our website, or by using our services, or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time at the website.

- ii. You are of **sound mind**, at least **18 years** in age (or older as per the valid age of consent in your jurisdiction), and otherwise competent to form a binding contract with us. If you are not of the age of majority, then you cannot use our website or our services. By using the website, you represent and warrant that you meet all of the foregoing eligibility requirements.
- iii. If you are using the website on behalf of an organization or entity, you represent that you have the authority to bind such organization to these Terms.
- iv. We must not have previously disabled your account for violation of law or any of our policies.
- v. You have read, understood, and consented to our **Privacy Policy** statement.

2. ACCOUNT CREATION

- a) **Account Creation:** To access certain features of HonestyMeter, you may be required to create an account. By creating an account, you agree to provide accurate, current, and complete information as prompted by our registration processes. Maintaining the confidentiality of your account information, including your password, and for all activities that occur under your account, is your responsibility. You agree to immediately notify HonestyMeter of any unauthorized use of your account or any other breach of security.
- b) **Registration Using Third-Party Accounts:** When creating an account, you may have the option to register using your Google account or other social media accounts as may be permitted by HonestyMeter. By using a third-party account for registration, you authorize us to access and use certain information from your social media account as per the privacy settings you have set in that account.
- c) **Age Requirements:** You must be at least 18 years old to create an account on HonestyMeter. By creating an account, you represent and warrant that you are of legal age to form a binding contract with HonestyMeter or have your parent or legal guardian's permission to do so.
- d) **HonestyMeter's Rights to Modify or Terminate Accounts:** HonestyMeter reserves the right to refuse service, terminate accounts, remove or edit content, in its sole discretion. This includes the right to terminate or suspend your account if you are found to be in violation of these Terms of Service, any applicable laws, or the rights of any third party.
- e) **Electronic Communications and Notifications:** By creating an account, you consent to receive electronic communications from HonestyMeter (e.g., via email or by posting notices to

the website). These communications may include notices about your account (e.g., payment authorizations, password changes, and other transactional information) and are part of your relationship with HonestyMeter. You agree that any notices, agreements, disclosures, or other communications that HonestyMeter sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

3. ALLOWED USES OF THE WEBSITE

- a) **Personal Use:** You may use HonestyMeter for your personal, non-commercial use. This includes browsing the site, using our bias detection tools, and engaging with content for your personal insight and understanding.
- b) **Submitting Content for Analysis:** You may submit text or links to HonestyMeter for bias analysis, adhering to the guidelines and restrictions set forth in these Terms.
- c) **Sharing Content:** You are allowed to share content from HonestyMeter on social media platforms or other mediums, provided the sharing complies with our terms and respects intellectual property rights.
- d) **Feedback:** Users may provide feedback on the HonestyMeter services, including suggestions for improvements or reporting issues or bugs.
- e) **Information:** Whenever prompted, you must provide us with the correct, accurate, and updated information. These will be handled in accordance with the **Privacy Policy** statement posted on our website.
- f) **Material:** For the purposes of these Terms, “material” shall mean any text, sound, video, graphics, content, published on the website, whether a copyright of HonestyMeter, its licensors or any third party. **(Unless stated otherwise)** You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise to create a database in electronic or paper form comprising all or part of the material appearing on the website. Unless stated otherwise, you must not reproduce any part of the website or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so. However, you are allowed to use the content so generated by you using our platform in such form and manner as allowed in these Terms.

4. PROHIBITED USES

- a) **Unauthorized Copying or Distribution:** Copying, reproducing, or distributing any content, including but not limited to reports, articles, and data from HonestyMeter, without prior written consent is strictly prohibited.
- b) **Commercial Use Without Permission:** Using HonestyMeter's services for commercial purposes, including selling access to our services or its data, without express authorization from HonestyMeter, is not allowed.
- c) **Harmful Conduct:** Any behavior that could harm other users, such as harassment, bullying, or promoting violence or hatred, is strictly prohibited.
- d) **Misrepresentation:** Impersonating another person or entity, or falsely misrepresenting your identity or affiliation with a person or entity, is not permitted.
- e) **Interference with Operations:** Attempting to interfere with or disrupt the HonestyMeter services, servers, or networks connected to HonestyMeter, including by transmitting any worms, viruses, spyware, malware, or any other code of a destructive or disruptive nature, is not allowed.
- f) **Excessive Usage:** Abusing or excessively using HonestyMeter's services, in a manner that significantly exceeds normal usage patterns, is not permitted.
- g) **Bypassing Security Measures:** Attempting to bypass, disable, or otherwise interfere with any security-related features of HonestyMeter, or features that prevent or restrict use or copying of any content, is prohibited.
- h) **Limited Permission for Search Engines and AI Tool Indexes:** HonestyMeter grants a limited exception to general web search engines (such as Google, Bing, Yahoo) and AI tool indexes to use spiders or crawlers for the purpose of public indexing. This permission is conditional and is only for the purpose of directing users to the HonestyMeter website. It should not be used for creating a service that replicates or competes with HonestyMeter.
- i) **Use of Data for Promotional Purposes:** Users are permitted to use small amounts of data from the HonestyMeter website for the purpose of sharing information about the website, writing articles or reviews, or promoting its services. This use is allowed provided it does not infringe on the intellectual property rights of HonestyMeter and is conducted in a non-misleading manner.

- j) **Prohibition of Unauthorized Scraping:** Except for the limited permissions granted above, engaging in any form of data scraping or unauthorized data extraction from the HonestyMeter website is strictly prohibited. This includes the use of bots, scrapers, or other automated systems without explicit prior written consent from HonestyMeter.
- k) **Prohibition on Use of Data for Training:** Users agree not to use any data or content obtained from the HonestyMeter website, whether through scraping, direct access, or other means, for the purpose of training, developing, or testing machine learning models, algorithms, or any form of artificial intelligence, without explicit prior written consent from HonestyMeter.
- l) **Illegal Activities:** Engaging in any illegal activities or using HonestyMeter to promote illegal activities is strictly forbidden. This includes, but is not limited to, sharing content that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law.

5. OWNERSHIP RIGHTS

- a) **Intellectual Property of HonestyMeter:** All content and services provided on the HonestyMeter website, including but not limited to text, graphics, logos, images, software, and technology used to deliver the services, are the exclusive property of HonestyMeter or its licensors, as the case may be. The HonestyMeter name, logo, algorithm, software, data, and all related names, logos, product and service names, designs, and slogans are trademarks of HonestyMeter or its affiliates or licensors, as the case may be. You may not use such intellectual properties without the prior written permission of HonestyMeter.
- b) **User-Generated Content:** Any content, including text or links, submitted by users to HonestyMeter for analysis remains the intellectual property of the respective users. By submitting such content, users grant HonestyMeter a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with the HonestyMeter service and its business, including without limitation for promoting and redistributing part or all of the HonestyMeter service (and derivative works thereof) in any media formats and through any media channels.
- c) **No Transfer of Ownership:** Your use of the HonestyMeter website and its services 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.

- d) **Protection of Intellectual Property:** HonestyMeter respects the intellectual property rights of others and expects its users to do the same. We may, in appropriate circumstances and at our discretion, disable or terminate the accounts of users who may be repeat infringers.
- e) **Feedback and Suggestions:** Any feedback, comments, ideas, improvements, or suggestions provided by users to HonestyMeter regarding the website or its services shall remain the sole and exclusive property of HonestyMeter. HonestyMeter shall be free to use, copy, modify, publish, or redistribute the feedback for any purpose and in any way without any credit or any compensation to the user.

6. PRIVACY

In order to see what personal and non-personal information we collect and how we use or store or share the same, please refer to the detailed **Privacy Policy** statement available on our website.

7. LINKS TO THIRD-PARTY SITES

The HonestyMeter website may contain links to third-party websites or services that are not owned or controlled by HonestyMeter. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You shall use all third-party links at your own risk, and should apply a suitable level of caution and discretion in doing so. Whenever you click on such links, you may be taken to such a third-party website, and you get out of the jurisdiction of our website. Therefore, you shall be governed by the legal policies of such third-party websites and we suggest that you read those policies. **In case of any damage due to such action of third-party links or inaccuracy of content or wrong information, HonestyMeter shall not be responsible.**

8. LIMITATION OF LIABILITY

HonestyMeter, owners, founders, affiliates, directors, employees, agents, suppliers, or licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without

limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use our services. The limitations of liability outlined here are subject to applicable law. In jurisdictions that do not allow the exclusion or limitation of certain damages, HonestyMeter's liability shall be limited to the greatest extent permitted by law.

9. LEGAL ACTION

If you are found to be degrading, tarnishing, maligning the image, goodwill, or reputation of **HonestyMeter**, by spreading hate, insulting, false, fake reviews or engaging in mala fide actions against the above, strong legal actions will be taken immediately.

10. INDEMNIFICATION

You acknowledge to defend, indemnify, and hold HonestyMeter, its owners, affiliates, subsidiaries, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as "**Indemnified Party**") harmless from and against any claim, disputes, fine, liability, demand, or expense, including reasonable legal counsel's fee, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right;
- b) Your wrongful or improper use of our services, or website;
- c) Your violation of any applicable laws, rules, or regulations;
- d) Your violation of these Terms or any other policy of ours as associated with our services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- a) **Governing Law:** The Terms and any dispute arising from the same will be governed by applicable laws of the **State of Texas (USA)**.
- b) **Good Faith Negotiation:** In the event of any dispute, claim, or controversy arising out of or in connection with these Terms of Service, the parties agree to first attempt to resolve the matter through good-faith negotiations. The party seeking resolution must provide written notice to the other party, outlining the nature of the dispute and proposing a resolution. The receiving party shall respond in writing within a reasonable time.

- c) **Arbitration Agreement:** In lieu of court proceedings, any dispute, claim, or controversy arising out of or relating to these Terms of Service, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. The arbitration shall be administered by the **American Arbitration Association (AAA)** under its Commercial Arbitration Rules, there shall be a sole arbitration, who shall be mutually appointed by the parties. This arbitration will be conducted virtually and the award rendered by the arbitrator shall be final and binding on the parties.
- d) **Costs:** The costs of the arbitration, including administrative fees, arbitrator fees, and other expenses incurred during the arbitration process, shall be shared equally by the parties, unless the arbitrator decides otherwise based on the merits of the case.
- e) **Exclusive Remedy:** This arbitration agreement constitutes the exclusive means of resolving disputes under these Terms of Service, and all parties hereby waive the right to a trial by jury. This includes any and all claims that can be arbitrated under this agreement, including but not limited to claims related to the interpretation, applicability, enforceability, or formation of this arbitration agreement.
- f) **Waiver of Class Actions:** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.

12. NOTICES

When you use the website or send emails to HonestyMeter, you are communicating with us electronically. You consent to receive physically or electronically any communications related to your use of this website. HonestyMeter will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to service@honestymeter.com.

13. GENERAL PROVISIONS

- i. Language:** The Terms of Service, along with all policies and documents referenced herein, are originally drafted in English. Any translations of these documents into other languages are provided for your convenience only. In the event of any discrepancies or conflicts between the English version and any translations, the English version shall prevail and be considered definitive and authoritative. We encourage users who are not proficient in English to seek appropriate translation or legal support to fully understand these terms.
- ii. Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.
- iii. Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iv. Breach:** In case of any breach or threatened breach to the provisions of these Terms, we reserve the right to suspend and/or revoke your access to our service and website, at our sole discretion.
- v. Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.
- vi. Waiver:** Our failure to insist on or enforce strict performance of these Terms of Service shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms.
- vii. Survival:** Notwithstanding any other provisions of these Terms of Service, or any general legal principles to the contrary, any provision of these Terms of Service that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms of Service, for any reason whatsoever.
- viii. No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to these Terms of Service.
- ix. No Assignment:** You may not assign these Terms of Service (or any rights, benefits, or obligations hereunder) by operation of law or otherwise without the prior written consent of HonestyMeter, which may be withheld at HonestyMeter' sole discretion. Any attempted assignment that does not comply with these Terms of Service shall be null and void.

- x. **Entire Agreement:** The **Terms, Disclaimer, and Privacy Policy**, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between HonestyMeter and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (*whether oral or written*) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our website.
- xi. **Force Majeure:** HonestyMeter and its third-party service providers will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, communication line failures, technical issues, bugs, errors, power failures and/or similar inabilities.
- xii. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Site or our Services after any amendments to the Terms shall constitute your acceptance to such amendments.

14. GRIEVANCE OFFICER/DESIGNATED REPRESENTATIVE

In the event you have any grievance regarding anything related to these **Terms or Privacy Policy**, or with any content or service of HonestyMeter, in that case you may freely write your concerns to the Grievance Officer/Designated Officer at:

- **Name:** Grievance Officer
- **Email:** service@honestymeter.com

15. FEEDBACK AND INFORMATION

We welcome your questions or comments regarding the Terms. You can write to us via email: service@honestymeter.com.