



Terms and conditions

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Introduction

Silly Moose LLC, doing business as KnowledgeOwl (hereafter referred to as “KnowledgeOwl”), is the entity providing the services described in this Agreement. “KnowledgeOwl Services” refers to the KnowledgeOwl platform, including the website, web application, support site, widget, and any other related services operated by KnowledgeOwl.

Acceptance of Agreement

“Agreement” refers to these Terms and any additional terms provided during the signup process (“Signup Process”), including pricing and payment terms. This Agreement is a legal contract between KnowledgeOwl and the person, persons, or entity using KnowledgeOwl’s services (“Customer,” “you”).

If you are using KnowledgeOwl on behalf of a business, you confirm that you are authorized to enter this Agreement and bind that business to it.

By creating an account, registering, or submitting a payment, you confirm that you have read, understood, and agree to this Agreement and KnowledgeOwl’s Privacy Policy. If you do not agree, do not complete the Signup Process or use KnowledgeOwl.

If there is a conflict between this Agreement and other materials (e.g., promotional content), this Agreement will govern. If there is a conflict between this Agreement and the Signup Process, the Signup Process terms will govern.

References to purchase orders in invoices or other documents do not imply acceptance of purchase order terms and conditions by KnowledgeOwl. If there is a conflict between this Agreement and a purchase order, the terms of this Agreement will govern.

1. KnowledgeOwl Services

“Service Period” refers to the duration during which the Customer has access to the KnowledgeOwl Services, as specified in the Signup Process.

“Software” refers to KnowledgeOwl’s online knowledge base platform, hosted by KnowledgeOwl, which enables the Customer to create, manage, and integrate online knowledge bases.

During the Service Period and in accordance with these Terms, KnowledgeOwl will use reasonable efforts to provide the Customer with access to and use of the Software and related support services (“KnowledgeOwl Services”), as specified in the Signup Process.

KnowledgeOwl Services may not be used to exchange social security numbers, banking information, credit card numbers, federal identification numbers, or any other sensitive information that KnowledgeOwl, in its sole discretion, deems inappropriate or risky for its users or business.

KnowledgeOwl is under no obligation to provide extended customer service or consulting services as part of this Agreement.

2. Access Rights

Subject to these Terms, KnowledgeOwl grants the Customer a non-exclusive, non-transferable right to access and use the Software and KnowledgeOwl Services during the Service Period, as specified in the Signup Process. This right is granted solely for the Customer’s internal business purposes, specifically for creating, managing, and maintaining knowledge bases.

All rights not expressly granted to the Customer under this Agreement are reserved by KnowledgeOwl.

3. Restrictions and Acceptable Use

The Customer agrees to use the KnowledgeOwl Services and Software in a lawful, ethical, and responsible manner consistent with the terms of this Agreement, applicable laws, regulations, and community standards.

The Customer agrees that it will not, and will not allow its directors, officers, users, employees, or agents to perform any of the following prohibited activities:

- a. Copy, reproduce, modify, sell, lease, sublicense, market or commercially exploit in any way the KnowledgeOwl Services or Software or any component thereof other than as expressly agreed to in this Agreement; or disclose or grant access of the KnowledgeOwl Services or any component thereof to any third party other than one to whom KnowledgeOwl has consented in writing.
- b. Engage in, promote, or facilitate any illegal activities, including but not limited to fraud, phishing, hacking, or distribution of illegal materials (e.g., pirated content, controlled substances).
- c. Attempt to access, modify, or interfere with data, accounts, or systems belonging to other users or KnowledgeOwl without explicit authorization, including attempting to bypass security measures or exploit vulnerabilities.

- d. Upload, distribute, or execute viruses, malware, ransomware, or any other harmful code that could disrupt, damage, or impair the KnowledgeOwl service, software, or other users' systems.
- e. Impersonate another person, entity, or user, or misrepresent the Customer's identity or affiliation in connection with the KnowledgeOwl service unless explicitly and in writing authorized to do so.
- f. Seek data or passwords belonging to other users, or modify files or represent themselves as another user unless explicitly authorized to do so by that user.
- g. **Use the KnowledgeOwl service in a manner that unreasonably burdens or slows down KnowledgeOwl's servers or infrastructure, or in a way that negatively impacts other customers, including but not limited to excessive API calls, data scraping, or denial-of-service attacks.**
- h. Upload, share, or use of Content, as defined in Section 6, that infringes on copyrights, trademarks, patents, trade secrets, or other intellectual property rights of KnowledgeOwl or any third party.
- i. Abusive behavior such as harassment, threats, or defamation directed at other users, KnowledgeOwl personnel, or third parties through the KnowledgeOwl service.
- j. KnowledgeOwl strictly prohibits any involvement in unsolicited commercial email campaigns, commonly known as SPAM. Customer agrees and warrants that (a) it will not engage in any spamming activity in its use of KnowledgeOwl Services and (b) its use of the KnowledgeOwl Services will not violate any U.S. or foreign spamming, junk mail or other related laws or regulations prohibiting or discouraging unsolicited e-mail.

4. Fees

In consideration for providing KnowledgeOwl Services, the Customer shall pay KnowledgeOwl the fees specified in the Signup Process ("Fees"), without any set-off or deductions. Fees may be amended from time to time in accordance with these Terms.

KnowledgeOwl reserves the right to increase the Fees at any time. The Customer's continued use of the KnowledgeOwl Services will be considered acceptance of any new Fees.

Payment of Fees is due as specified in the Signup Process.

Service interruptions may occur due to factors beyond KnowledgeOwl's control, including Internet stability and technology changes. No full, partial, or prorated refunds will be issued for such interruptions.

The Customer acknowledges that changes to KnowledgeOwl Services that are beyond KnowledgeOwl's control do not constitute grounds for any refund of Fees already paid.

5. Taxes

The Fees may include applicable taxes, which KnowledgeOwl collects and remits as required by law. The

Customer is responsible for any additional taxes, tariffs, duties, or charges imposed by any government or regulatory agency in connection with this Agreement, except for taxes based solely on KnowledgeOwl's net income.

If KnowledgeOwl does not collect a required tax, the Customer is responsible for paying that tax directly to the appropriate authority.

6. Content

“Content” means any and all content or data (including but not limited to pictures, logos, knowledge base information, article information, article content, code embeds, CSS, Javascript, and all other content not listed here) that the Customer provides to the KnowledgeOwl Software, KnowledgeOwl Materials as defined in Section 7, and/or KnowledgeOwl directly.

The parties agree that all disclosure and use of Content (defined below) will comply with all applicable laws, statutes, rules or regulations, terms and conditions, and privacy policies relating to such Content.

The Customer is responsible for all actions with respect to personally identifiable information of persons.

As between KnowledgeOwl and the Customer, title to and ownership of all intellectual property rights of the Content shall remain exclusively with the Customer.

7. KnowledgeOwl Ownership and Intellectual Property

The Customer acknowledges that KnowledgeOwl retains all rights, title, and interest in and to the Software, KnowledgeOwl Services, and all related materials, including any customizations or modifications (collectively, the “KnowledgeOwl Materials”). This includes all intellectual property rights such as copyrights, trademarks, trade secrets, and patents.

Nothing in this Agreement transfers any ownership rights in the KnowledgeOwl Materials to the Customer. The Customer is granted only the specific rights expressly stated in this Agreement.

The Customer agrees not to contest or challenge KnowledgeOwl's ownership of the KnowledgeOwl Materials, either during or after the termination of this Agreement.

8. Access to KnowledgeOwl Services

The Customer is responsible for obtaining all hardware, software and services, which are necessary to access the KnowledgeOwl Services including without limitation, all computers, web browsers, and services provided by an Internet service provider.

The Customer agrees to accept notifications of service changes, commercial email and similar offers presented through the Software system or via email.

9. Customer Personnel

The Customer is responsible for establishing throughout the Service Period the designated point of contact to communicate with KnowledgeOwl.

10. Right to Modify the KnowledgeOwl Service

KnowledgeOwl may from time to time, in its sole discretion, change some or all of the functionality or any component of the Software and KnowledgeOwl Service or make any modification for any purpose including but not limited to improving the performance, service quality, error correction or to maintain the competitiveness of the KnowledgeOwl Services.

11. Confidential Information

- a. Each party (the “Recipient”) acknowledges that confidential information, including trade secrets and technical, financial, or business information of the other party (the “Discloser”), may be exchanged under this Agreement (collectively, “Confidential Information”).

The Recipient shall use at least the same level of care it uses to protect its own confidential information, but not less than reasonable care, to prevent unauthorized disclosure of the Discloser’s Confidential Information.

The Recipient agrees not to disclose or use the Discloser’s Confidential Information except as necessary to perform its obligations under this Agreement.

The Recipient will promptly notify the Discloser of any unauthorized use or disclosure of Confidential Information and will provide reasonable assistance in investigating and addressing such incidents.

- b. Despite the confidentiality obligations in this Agreement, the Recipient may use or disclose Confidential Information if it was already known to the Recipient without any confidentiality obligation, becomes publicly known through no unauthorized act of the Recipient, is received from a third party without a confidentiality obligation, or is independently developed by the Recipient without using the Discloser’s Confidential Information.

The Recipient may also disclose Confidential Information if the Discloser authorizes the disclosure in writing or if disclosure is required by law or a governmental agency, provided the Recipient notifies the Discloser before disclosing and takes reasonable steps to maintain confidentiality.

- c. The Recipient shall ensure that its employees, contractors, and consultants who have access to the Discloser’s Confidential Information maintain that information in strict confidence. The Recipient shall not disclose, provide, or make such Confidential Information available to any third party except to its employees, contractors, and consultants who need access to perform their obligations under this Agreement.

The Customer agrees not to disclose any benchmark test data related to the KnowledgeOwl Services to third parties and shall not use KnowledgeOwl's Confidential Information to create software or documentation that is substantially similar to the Software.

12. **Right to Perform Services For Others**

The Customer recognizes that KnowledgeOwl is in the business of providing computer and information technology services and may perform services for other persons similar to the Customer. Subject to KnowledgeOwl's confidentiality obligations pursuant to Section 11, KnowledgeOwl retains the right and nothing shall prevent KnowledgeOwl from using any ideas, concepts, methods, processes, know-how, organization, techniques or any software, including the KnowledgeOwl Materials, in providing any services to any third party.

13. **Warranty Disclaimer**

- a. The Customer understands that KnowledgeOwl does not guarantee or predict any profit or response from the KnowledgeOwl Services. All services are provided to the Customer "AS IS", and the Customer agrees to use the KnowledgeOwl Services at its own risk.

KnowledgeOwl expressly disclaims all representations, warranties, and conditions of any kind, whether express or implied, including those related to quality, performance, merchantability, fitness for a particular purpose, title, durability, or any arising by statute, law, or through a course of dealing or trade usage.

The Customer acknowledges and agrees that neither KnowledgeOwl nor its suppliers make any direct warranty to the Customer under this Agreement.

- b. KnowledgeOwl does not represent or warrant that the KnowledgeOwl Services will meet the Customer's business requirements, that the KnowledgeOwl Services will be error-free or uninterrupted, or that any results obtained from using the KnowledgeOwl Services or Software will be accurate or reliable.

KnowledgeOwl also does not warrant that all deficiencies in the KnowledgeOwl Services can be identified or corrected.

The Customer acknowledges that the KnowledgeOwl Services may be interrupted or unavailable for maintenance or upgrades.

- c. KnowledgeOwl is not responsible for service impairments caused by actions within the control of the Customer or any of its users.

KnowledgeOwl is not liable for issues related to the inoperability of the Customer's applications or equipment, nor for the inability of the Customer to access or interact with other service providers,

networks, or resources through the Internet.

KnowledgeOwl is also not responsible for interactions with other service providers or for services provided by other service providers.

Additionally, KnowledgeOwl is not liable for performance impairments caused elsewhere on the Internet.

14. Limitation of Liability

- a. For any breach or default by KnowledgeOwl under this Agreement, or for any claim arising from or related to the KnowledgeOwl Services, Software, or this Agreement, KnowledgeOwl's total liability will not exceed the greater of either the amount of Fees paid by the Customer to KnowledgeOwl under this Agreement in the three-month period prior to the date the cause of action first arose, even if the cause of action is ongoing, or the total amount paid by the Customer under this Agreement in the twelve-month period preceding the claim.
- b. Under no circumstances will KnowledgeOwl be liable for any special, incidental, indirect, or consequential losses or damages, including lost business revenue, loss of profits, loss of data, damages for delay, punitive or exemplary damages, failure to achieve expected profits or savings, or any claims made against the Customer by third parties, even if KnowledgeOwl has been advised of the possibility of such losses or damages.
- c. KnowledgeOwl is not liable for unauthorized access to, alteration of, theft of, loss of, or destruction of any data, equipment, or KnowledgeOwl Services, whether through accident, fraud, or any other means.
- d. KnowledgeOwl's liability to the Customer is limited to what is expressly stated in this Agreement. KnowledgeOwl has no additional obligations, duties, or liabilities to the Customer or any third party, whether in contract, tort (including negligence), or any other legal theory.

The limitations, exclusions, and disclaimers in this Agreement apply regardless of the nature of the claim, including but not limited to breach of contract, negligence, or any other legal theory. These limitations will remain in effect even if there is a fundamental breach of this Agreement or a failure of any remedy provided.

- e. KnowledgeOwl shall not be responsible or liable for any loss, damage or inconvenience suffered by the Customer or by any third person, to the extent that such loss, damage or inconvenience is caused by the failure of Customer to comply with its obligations under this Agreement.

15. Indemnification

The Customer agrees to indemnify and hold KnowledgeOwl, its affiliates, and their respective officers, directors, employees, agents, and assigns ("Indemnitees") harmless from any and all losses, claims, expenses, damages, costs, demands, or liabilities, including reasonable attorneys' fees and expenses, arising out of or

related to the Customer's use of the KnowledgeOwl Services or Software under this Agreement. This obligation applies regardless of the nature of the claim or cause of action.

16. Agreement Period and Termination

a. Agreement Period

This Agreement begins on the date the Customer agrees to these Terms and continues on a month-to-month basis unless terminated earlier (the "Agreement Period").

b. Termination

The Customer may terminate this Agreement at any time for any reason by providing written notice to KnowledgeOwl.

KnowledgeOwl reserves the right to suspend or terminate the Customer's account and use of the KnowledgeOwl Services and the Software, at any time, without notice, for any reason, at its sole discretion, including but not limited to the following:

- i. Any payment that is declined, returned, or otherwise unpaid
- ii. Phishing attempts, fraudulent schemes, or other deceptive practices
- iii. The sale or distribution of prohibited content, including but not limited to hacking tools, illegal streaming services, or counterfeit goods
- iv. Breaches of these Terms or any other policies or guidelines established by KnowledgeOwl
- v. Prohibited activities outlined in the "Restrictions and Acceptable Use" section
- vi. Conduct that KnowledgeOwl believes is harmful to other users of the KnowledgeOwl Services or the business of KnowledgeOwl or other third party information providers (including slowing down the servers and affecting other users)

c. Effect of Termination

Except to the extent agreed to in writing by the parties, upon the termination of this Agreement:

- i. KnowledgeOwl shall be entitled to immediately cease providing the KnowledgeOwl Services
- ii. KnowledgeOwl shall be entitled to immediately terminate the Customer's access to the KnowledgeOwl Service
- iii. The Customer shall forthwith pay to KnowledgeOwl all amounts owing under this Agreement on the date of termination

- iv. The rights granted under Section 2 will automatically terminate
- v. Further, the Customer agrees that KnowledgeOwl shall not be liable to the Customer or any third party for any termination of your access to the KnowledgeOwl Services
- vi. KnowledgeOwl reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the KnowledgeOwl Services (or any part thereof) with or without notice
- vii. The Customer agrees that KnowledgeOwl shall not be liable to the Customer or to any third party for any modification, suspension or discontinuance of the KnowledgeOwl Services

d. Return of Confidential Information

Upon the termination of this Agreement for any reason whatsoever, each party may request of the other that all documents, information, data and/or software however recorded, which contain any of the other's Confidential Information be returned, provided that the party shall be entitled to charge a reasonable fees and materials charge for doing so.

If no request is received for the return of Confidential Information within 30 days of the termination of this Agreement, the Confidential Information shall be destroyed within a reasonable time thereafter and shall not be used for any purpose whatsoever.

The Customer acknowledges that KnowledgeOwl is not obligated to export, extract, or modify the Customer's data beyond what is available through KnowledgeOwl's standard functionality.

e. Survival

Any provisions of this Agreement that are intended to apply after termination or expiration will continue to remain in effect. This includes provisions relating to ownership, confidentiality, warranty disclaimers, indemnification, and limits of liability.

17. Independent Contractor

KnowledgeOwl and its employees are independent contractors and shall not be considered employees or agents of the Customer. Unless otherwise agreed in writing, KnowledgeOwl is not responsible for fulfilling any of the Customer's regulatory or contractual obligations or for managing any aspect of the Customer's business or operations.

18. General

a. Notice

Any notice under this Agreement must be in writing and delivered by one of the following methods: personal delivery (effective upon delivery), overnight courier (effective upon confirmation of receipt), certified or registered mail with return receipt requested (effective upon receipt), or email (effective upon confirmation of receipt).

Notices will be sent to the address provided in the Signup Process or any other address specified in writing by the receiving party.

The Customer agrees to notify KnowledgeOwl of any changes to its address, email address, telephone number, or billing information.

KnowledgeOwl may also request additional information related to the Customer's use of the KnowledgeOwl Services as deemed necessary.

b. Force Majeure

KnowledgeOwl will not be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to natural disasters such as fire, flood, or earthquake; accidents, explosions, or acts of God; strikes or labor disputes; supply chain disruptions or inability to obtain necessary materials or services; war, violence, or other conflicts; government orders, regulations, or restrictions; or any other event beyond KnowledgeOwl's reasonable control.

KnowledgeOwl's obligations will be suspended for the duration of such events to the extent they prevent or restrict performance.

c. Severability

If any provision or part of this Agreement is found to be invalid, illegal, or unenforceable, that provision or part will be removed or limited to the extent necessary to reflect the parties' intent as closely as possible. The remaining provisions of this Agreement will continue to be in full force and effect.

d. Assignment

The Customer may not assign or transfer this Agreement or any of its rights under this Agreement to any third party without KnowledgeOwl's prior written consent.

KnowledgeOwl may assign this Agreement, including through merger, sale of assets, reorganization, or other transfer of business or assets related to this Agreement.

Any attempted assignment in violation of this section will be considered null and void.

This Agreement is binding on both parties, including their successors and permitted assigns. It does not grant any rights or remedies to any third party.

e. Trademark Information

Unless the Customer expressly requests otherwise in writing, KnowledgeOwl reserves the right to use the Customer's company or organization's name and logo in its promotional materials under fair use.

f. Governing Law

This Agreement is governed by the laws of the State of Colorado, without regard to its conflict of law principles. The Customer agrees to the exclusive jurisdiction of the courts located in Colorado for any disputes arising from this Agreement or its performance.

g. Counterparts

This Agreement may be signed in multiple copies, each considered an original. Together, all signed copies will form a single, complete Agreement.

h. Headings

Section and article headings are included for convenience only and do not affect the meaning or interpretation of this Agreement.

i. Entire Agreement; Waiver

This Agreement represents the entire agreement between the parties regarding its subject matter and supersedes all prior oral or written agreements.

KnowledgeOwl reserves the right to modify these Terms, including subscription rates, at any time. Continued use of the KnowledgeOwl Services after such changes constitutes acceptance of the new terms.

Any waiver of a breach of this Agreement will not be considered a waiver of any other or future breach.

Conclusion and Conflicting Terms

This Agreement represents the entire understanding between KnowledgeOwl and the Customer regarding the services provided and supersedes all prior agreements.

KnowledgeOwl reserves the right to modify these Terms, including Fees, at any time. Reasonable efforts will be made to provide 30 days' notice before changing subscription rates. If the Customer does not agree to the new terms, they may terminate this Agreement in accordance with KnowledgeOwl's cancellation policy.
