

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: **04/03/2024**

Contract/Agreement Vendor: **Airmeet Inc./Ashwani Jain**
Name of Vendor & Contact Person
ashwani@airmeet.com
Vendor Email Address

Access to, and use of, the Airmeet Virtual Events Platform

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Districtwide
Reason/Audience to benefit
04/15/2024 **\$ 349.00**
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: **Karen Schwab/Andrea Jackson** **ESC/HR**

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: **Karenschwab**

Does this Contract/Agreement utilize technology? YES/NO **(NO)**
 If yes, Technology Admin: _____

Cabinet Team Member: 

Funding Source: **GENERAL FUND** **180 FUNCT 2571 OBJ 810 PRG 000 SBJ 0000 JOB 000 UNIT 052**
Fund/Project OCAS Coding

Consent **Action**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Airmeet, Inc. to use as a platform to host the Virtual Teacher Job Fair Event. Service start date effective as of 04/03/2024. Cost to the District is \$349.00 for one month use and will be paid with HR/Recruitment Funds.

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

**AIRMEET INC.
SERVICES ORDER FORM**

Customer Legal Name: Broken Arrow Public Schools	Airmeet Inc. ("Airmeet")
Customer Billing Address: 701 S Main Street Broken Arrow, Oklahoma 74012 USA	Billing Contact Name: Steve Allen
Customer Shipping Address: 701 S Main Street Broken Arrow, Oklahoma 74012 USA	Customer Email ID: ldrake@baschools.org Billing Email ID: ldrake@baschools.org Customer PO#: NA
Services: Access to, and use of, the Airmeet Virtual Events Platform (the "Service(s)").	
Services Fees: USD 349 <i>Billing Frequency: All fees are denominated in and shall be payable in USD.</i>	Implementation services/ additional services (if applicable): NA
Subscription Term: One Month Subscription Plan: Premium Webinars Refer to https://www.airmeet.com/hub/pricing/ for plan limits and features	Renewal: Non Renewing Hubspot deal ID: NA
Service capacity/ limits/ any other specific service terms (if applicable): Premium Webinars plan for 250 attendees per event	
Service Start Date: 03 Apr 2024 ("Start Date"/ "Effective Date") Service End Date: At the end of the "Subscription Term" Date of Order Form: 03 Apr 2024	Payment Method: Credit Card Payment Terms: Due Immediately Upon Receipt

This Order Form is being executed between Airmeet and the Customer on the "Effective Date" above. This Order Form should be read with the Terms of Use (<https://www.airmeet.com/hub/terms-of-use/>), the Privacy Policy (<https://www.airmeet.com/hub/privacy-policy/>), Subscription, Refund and Cancellation Policy (<https://www.airmeet.com/hub/subscription-refund-cancellation-policy/>) and other policies ("**Airmeet Policies**") of Airmeet available on www.airmeet.com ("**Airmeet Website**"), all of which stand incorporated herein by reference. Airmeet shall have the right to use the Customer's name and logo for external marketing and promotion, such as on Airmeet's website and other Airmeet marketing collateral. This Order Form together with such terms and policies constitute the entire agreement between Airmeet and the Customer governing the products and services referenced above (the "**Agreement**"), to the exclusion of all other terms and prior discussions and arrangements unless Airmeet and the Customer enters into a separate SaaS Services Agreement. To the extent there is any conflict between this Order Form and any other terms and policies, this Order Form shall prevail unless otherwise expressly agreed in writing between Airmeet and the Customer. The signatories below represent that he or she has the authority to bind the Customer to the terms of this Agreement. The terms of this Order Form are confidential in nature. All amounts paid under this Agreement are non-refundable in nature, other than on account of any material breach on part of Airmeet, which is not reasonably cured; and such refunds and any liability of Airmeet shall be subject to the terms and limitations outlined in the above stated policies. The Customer is licensed to use the products and services outlined in accordance to Airmeet Policies, subject to continued adherence to this Agreement. Customer shall be responsible for all applicable tax associated with the services. Service Fees are exclusive of the taxes which shall be as per any applicable state/ federal/ county taxes based on the invoice raised in accordance with the Billing/ Shipping address.

For Airmeet Inc.

Ashwani Jain

Name: Ashwani Jain

Designation: Authorised Signatory

For Broken Arrow Public Schools

Name: Steve Allen

Designation: Board of Education President

Terms of Use

Last updated on September 23, 2022.

These terms of use (“**Terms**”) mandate the terms on which Users (*defined hereinafter*) access and register on the website Airmeet (<https://www.airmeet.com/>) (hereinafter referred to as “**the Platform**”), owned and operated by Airmeet Inc., a Delaware corporation (hereinafter referred to as “**Airmeet**”). The Terms are also applicable to the affiliates and subsidiaries of Airmeet.

Airmeet is a virtual event hosting technology platform which enables Hosts (*defined hereinafter*) to organise Events (*defined hereinafter*) and connects them with Participants (*defined hereinafter*) for providing them Services (*defined hereinafter*) through the Platform.

Please carefully go through these Terms and the privacy policy available at (“**Privacy Policy** (<https://www.airmeet.com/hub/Privacy-Policy/>)”) before You (*defined hereinafter*) decide to access and/or register with the Platform. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between You and Airmeet in connection with the Platform including Your enrollment thereof. By clicking on the “*I accept*” button provided below, You accept the Agreement and agree to be legally bound by the same.

Airmeet retains an unconditional right to modify or amend these Terms. Users can determine when these Terms were last modified by referring to the “Last Updated” legend above. It shall be the responsibility of the User to check the Terms periodically for changes. The acceptance of the amended Terms by the Users shall signify their consent to such changes and the Agreement, and to be legally bound by the same. If You do not agree to the Agreement, You must not access or use the Platform.

1. Definitions

The following definitions will apply to these Terms, and any reference to the singular includes a reference to the plural and vice versa. Capitalised terms used but not defined in this Clause have been defined elsewhere in these Terms.

- 1.1. “**Data Protection Legislation**” means the GDPR, the UK Data Protection Act 2018 and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant



jurisdiction, and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the GDPR).

- 1.2. **“Events”** shall mean Public Events and Private Events, collectively.
- 1.3. **“Event Content”** shall mean any content of an Event, (verbal, written or in audio-visual form), including material, performance, presentation, reports, graphics, sounds, information and data such as messages or files used or shared or communicated while hosting the Event in case of a Host and/or while participating in an Event, in case of a Participant, as may be applicable.
- 1.4. **“Free Plan”** shall mean a plan which allows the Host to organise Events on the Platform without payment of any Subscription Fees to Airmeet.
- 1.5. **“GDPR”** means, in each case to the extent applicable to the processing activities: (i) Regulation (EU) 2016/679; and (ii) Regulation (EU) 2016/679 as amended by any legislation arising out of the withdrawal of the UK from the European Union.
- 1.6. **“Hosts”** shall mean companies, businesses, organisations, (including authorised representatives of such companies, businesses, organisations) and individuals, who are registered on the Platform and who use the Platform to organise and host their Events. In case Airmeet uses the Platform to organise and host Events, it will be considered as a Host.
- 1.7. **“Paid Subscribers”** shall mean Hosts who avail any of the Subscription Plan.
- 1.8. **“Participants”** shall mean individuals including authorised representatives of companies, businesses, organisations registered on the Platform, desirous of attending/attending an Event and shall include any person invited by the Host to speak at an Event or exhibit or present at an Event.
- 1.9. **“Plan”** shall mean Free Plan and Subscription Plan, collectively.
- 1.10. **“Private Events”** shall mean events, webinars, conferences, meet-ups, organised by the Host for an identified group of Participants.
- 1.11. **“Public Events”** shall mean events, webinars, conferences, meet-ups, festivals, concerts, organised by the Host with the intention of securing participation/Participants from the public at large.
- 1.12. **“Security Breach”** means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that Airmeet processes in the course of providing the Services.
- 1.13. **“Subscription Fees”** shall mean fees or charges to be paid by the Host to Airmeet for subscribing to any of the Subscription Plans, as communicated by Airmeet to the Host, from time to time.
- 1.14. **“Subscription Plans”** shall mean subscription plans made available by Airmeet to Hosts upon payment of Subscription Fees. Airmeet may provide options for different Subscription Plans to the Hosts depending on the features made available, including the number of permitted Participants. Details of Subscription Plans shall be made available/communicated to Hosts through the Platform.
- 1.15. **“Users” or “You”** shall mean the Hosts and Participants, collectively.



2. Services

2. 1. The Platform provides a virtual space to Users for Events and certain services which include the following (collectively, the “**Services**”). Please note that the Services available to the Host may vary depending on the nature of the Plan:
 - a. Limited, non-exclusive, non-transferable, non-sublicensable license to Hosts to use the Platform to list, organise, conduct, and administer Events on the Platform and provide an interactive feature (audio and video) to interact with Participants;
 - b. It enables Hosts to promote, market and advertise their Events by allowing them to create a promotional page of their Event (“**Event Page**”) and to share such Event Page on various social media platforms and/or marketing channels for inviting Participants to their Events;
 - c. It allows Hosts to monetize their Events on the Platform through various features made available on the Platform, from time to time, including, the option to provide Participants with a functionality to pay for tickets (“**Tickets**”) through the Platform;
 - d. Limited, non-exclusive, non-transferable, non-sublicensable license to Participants to attend and participate in Events conducted by Hosts through the Platform, and/or
 - e. Any other services ancillary to the above Services.

Airmeet may, at its sole discretion, add, modify, or remove any of the Services listed above from time to time, without special notice to the Users.

2.2. Airmeet may display Event Page of Public Events on the Platform. Participants can discover Public Events by browsing through the Event Page of such Public Events displayed on the Platform. Participants can also access the booths made available in the arena on the Platform by the various booth exhibitors.

2.3. The Platform provides the Host (including co-Host, if applicable) entire control over managing, and organising any Event. This includes managing Participants, when Events are created and how they are configured, customisation of certain features provided by the Platform in connection with Events and managing the interactions with and between the Participants during an Event. Airmeet may add or withdraw any of the Platform features at its sole discretion, from time to time. Hosts may prohibit, limit, or withdraw access to their respective Events for any Participant at any time. This includes the Host's right to deny access to any Participant or block access of any Participant to their Events, in case such Participant indulges in any form of abuse during the Event or if abuse has been reported against such Participant.

2.4. Events may be organised on the Platform by Hosts either through a Free Plan or a Subscription Plan. Under the Free Plan, there may be limited features and functionalities of the Platform available to the Host including the number of Participants who can attend the Event. Airmeet reserves the right to add, modify, change, or alter the features made available through any of the Plans, at any time, in its sole discretion. Any such change shall be duly communicated by Airmeet to the subscribers of the relevant Plan.

2.5. The Subscription Fees shall be paid by the Hosts to Airmeet at such time and in such manner as may be specified by Airmeet, from time to time. Host shall, under no circumstances, be entitled to a refund of the Subscription Fee paid for any Subscription Plan. Further, the Host may switch from



one Plan to another, or cancel the Plan that he/she/it has subscribed to, in such manner and upon fulfilment of terms and conditions as may be prescribed by Airmeet, from time to time.

- 2.6. Hosts may charge Tickets to Participants through the Platform for attending their Events. The price of the Ticket charged by the Host for an Event shall be determined solely by such Host. The payment of the Ticket price by Participants to Hosts shall be on a per Event basis.
- 2.7. Hosts are independent entities/individuals and are not agents or representatives of Airmeet. Further, Airmeet does not make any representations or warranties with respect to Hosts or Events hosted by Hosts (including Event Content), or the quality or description accuracy of the Events organised by Hosts through the Platform and/ or the price of the Ticket charged by the Host from Participants for any Event. It is the responsibility of the Host to inform the relevant Participants of any practices that may apply to such Participants outside of these Terms.
- 2.8. You hereby accept and acknowledge that Events are between the Host and the Participants and Airmeet has no role to play in it, other than facilitating the provision of Services through the Platform and providing a technology platform for hosting such Events. Airmeet shall not be responsible and/or liable for performance or fulfilment of any of the obligations of the Host towards Participants and Participants shall not have any recourse against Airmeet in any manner whatsoever, for failure by the Host to fulfil their obligations under these Terms and/ or towards Events. Airmeet does not endorse any Event or Host on the Platform.
- 2.9. You agree and acknowledge that Airmeet shall not be responsible for or involved in any dispute(s) between the Users on the Platform or between Users and/ or any third party, and such disputes shall be handled and dealt with by the parties independently of Airmeet.

3. Eligibility to Use

- 3.1. You represent and warrant that You are a person of legal age to form a binding contract, in accordance with the applicable laws of the territory/country from where You are accessing the Platform. Airmeet makes no representation about Your eligibility to use the Platform or that Your use of the Platform is in accordance with applicable law.
- 3.2. In case You are a minor as per the laws of such territory/country, You (i) represent and warrant that You are accessing the Platform through a parent or legal guardian who is of a legal age to form a binding contract in accordance with applicable laws of such territory/country, and such person has accepted this Agreement on Your behalf to bind You and hereby also undertake that You are permitted to lawfully access the Platform from the territory/country from which You are accessing it; and (ii) hereby acknowledge that You are accessing this Platform (including the interactive features therein) under the supervision of Your parent or legal guardian and have their express permission to use the Services. We strongly advise parents/legal guardians who permit their children to use the interactive features of the Platform to communicate with their children about their safety online and to make them aware of the potential associated risks. If You believe Your minor is accessing the Services or Platform without Your consent, please contact Us.
- 3.3. In case you are a Host who is accessing the Platform as a representative of and on behalf of any organisation or legal entity, you hereby represent and warrant that (i) you have the full authority to represent such legal entity and have the power to bind them to these Terms; and (ii) you understand that the Terms, upon acceptance by you, is applicable to and binds all other persons



co-hosting an Event and accessing or using the Platform and the Services on behalf of the same legal entity or organisation for this purpose. In such cases, the references to “You” and “Your” in these Terms, shall mean such organization or entity on whose behalf you have consented to the Terms

4. Enrolment, Account, Password and Security

- 4.1. In order to access the Services on the Platform, Hosts will have to register on the Platform by providing details as may be required by Airmeet including complete name, e-mail address, contact number and other details as may be provided in the Privacy Policy and create an account (“Account”). In case You are a Participant, such registration and creation of Account may be optional and You may also be able to participate in the Event using a guest log in by providing certain basic personal information, without registering on the Platform. Airmeet may share a Participant’s complete name, email address and other information that may be required by the Host whose Event the Participant wishes to attend.
- 4.2. You shall ensure and confirm that the Account information and all information provided by You is complete, accurate and up-to-date. You shall not impersonate any individual or entity. If there is any change in the Account information or if any information is found to be incomplete, inaccurate or incorrect, You shall promptly update your Account information on the Platform or request Airmeet for information revision or update. If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if Airmeet has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Airmeet has the right to suspend or terminate Your Account and refuse any and all current or future use of the Platform (or any portion thereof) at its discretion and/ or the Services, in addition to any right that Airmeet may have against You at law or in equity, for any misrepresentation of information provided by You.
- 4.3. You will be responsible for maintaining confidentiality of Your Account information and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Airmeet of any unauthorized use of Your Account information or any other breach of security, and (b) ensure that You exit from your Account at the end of each session. Airmeet cannot and will not be liable for any loss or damage arising from Your failure to comply with this provision. You may be held liable for losses incurred by Airmeet or any other User or visitor to the Platform due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account information secure and confidential.

5. Payment related information

- 5.1. *Transaction Fees:* Airmeet may charge the Hosts a transaction fee for each Ticket sold by the Host on the Platform for a particular Event, in such manner as may be communicated by Airmeet to the Host. Airmeet reserves the right to change or modify such transaction fee at any time as may be determined by Airmeet in its sole discretion and which shall be effective upon communication to the Host by Airmeet.
- 5.2. Airmeet will provide the Host a transaction summary which will include details of transaction fees charged by Airmeet to the Host, any third – party payment processing charges and any taxes



deducted by Airmeet on amounts payable to the Host in accordance with applicable law.

- 5.3. Airmeet currently does not provide a facility for refund of the Ticket price paid by the Participant, under any circumstances, including due to cancellation of an Event or failure to attend. If a Participant wishes to claim a refund of the Ticket price paid for an Event, for any reason whatsoever, including on account of cancellation of the Event by the Host, the Participant should contact the Host directly. However, if an Event is cancelled, certain charges for cancellation, as determined by Airmeet in its sole discretion, may apply to the Host, and will be communicated to the Host separately by Airmeet.
- 5.4. *Subscription Fees:* The Subscription Fees shall be as provided in Clause 2.5 above.
- 5.5. For processing payments under the Terms, Users may be required to provide Airmeet certain financial information, including bank account details and type, and/or other details required for any other mode of payment for the Services ("Payment Details"). By providing the Payment Details, Users hereby represent, warrant, and covenant that: (a) they are legally authorized to provide such Payment Details to Airmeet, and perform payments using such Payment Details and have sufficient funds to complete the payment for the Services; and (b) such action does not violate the terms and conditions applicable to Your use of such Payment Details and/or any applicable law.
- 5.6. Users acknowledge and agree that Airmeet may use certain third-party vendors and service providers, including payment aggregators or gateways, to process payments and manage payment card information for the provision of Services (or any part thereof) through the Platform. Airmeet shall use Payment Details in the manner specified in the Privacy Policy. The Platform and/or Airmeet shall not be responsible for any unauthorised transactions conducted on the Platform using Payment Details and shall not be obligated to refund any money to the User in such instances.
- 5.7. The payment receipt for completion of a transaction shall be provided by the respective service provider and the transaction summary shall be provided by Airmeet. The payment receipt and transaction summary shall be sent to Your registered email address.
- 5.8. Except to the extent otherwise required by applicable law, Airmeet shall not be liable for any payments authorized through the Platform using Your Payment Details. Particularly, Airmeet shall not be liable for any payments that do not complete because: (1) Your bank account or any other payment mode did not contain sufficient funds to complete the transaction; (2) You have not provided Airmeet with correct Payment Details; (3) Your payment card has expired; or (4) circumstances beyond Airmeet's control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction.
- 5.9. In case of cross border payment transactions of any payments contemplated under the Terms, Users shall be responsible to ensure compliance with all applicable laws.
- 5.10. *Refunds & Cancellation:* The terms governing refunds or cancellation in respect of Services hereunder shall be governed by the applicable SAAS agreement, if any, entered between the Hosts and Airmeet separately. In the absence of such SAAS agreement between the aforesaid parties, the terms pertaining to refunds or cancellation shall be governed as per the Refunds & Cancellation Policy stated on the Airmeet website.



6. Use of Platform

6. 1. Subject to compliance with the Terms, Airmeet hereby grants You a non-exclusive, limited privilege to access and use the Platform. You agree to use the Platform only: (a) for purposes permitted by the Terms; (b) in accordance with the applicable laws, regulations or generally accepted practices or guidelines; and (c) for availing Services through the Platform. You agree not to engage in activities that may adversely affect the use of the Platform by Airmeet and/or other Users.
2. You agree not to access (or attempt to access) the Platform by any means other than through the interface that is provided by Airmeet. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or Content (*defined hereinafter*), or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.
3. You are solely responsible for any and all of Your activities through the Platform including any opinions, views, perspectives, and contributions, shared through the Platform. Moreover, by engaging in these activities, You represent and warrant that You are eligible to engage in them under applicable law, and that You will abide by all relevant applicable laws and regulations while doing so and shall not conduct Yourself in any manner which is immoral, unlawful and/or hurts or impacts other Users of the Platform. You agree to indemnify Airmeet and/or any other Users in relation to any loss or damage, arising out of Your actions or inactions which are in breach of this condition.
4. You acknowledge and agree that by accessing or using the Platform, You may be exposed to content from others that You may consider offensive, indecent, or otherwise objectionable. Airmeet disclaims all liabilities arising in relation to such offensive and objectionable content on the Platform.
5. Further, You undertake not to:
 - i. defame, abuse, harass, threaten, or otherwise violate the legal rights of others;
 - ii. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information;
 - iii. copy, republish, post, display, translate, transmit, reproduce, or distribute any Content through any medium without obtaining the necessary authorization from Airmeet;
 - iv. conduct or forward pyramid schemes or chain letters;
 - v. upload or distribute files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
 - vi. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform or another's computer;



- vii. engage in any activity that interferes with or disrupts access to the Platform (or the servers and networks which are connected to the Platform);
 - viii. attempt to gain unauthorized access to any portion or feature of the Platform, any other systems or networks connected to the Platform, to any of Airmeet's server, or through the Platform, by hacking, password mining or any other illegitimate means;
 - ix. probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not exploit the Platform or information made available or offered by or through the Platform, including information relating to other Users or visitors of the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal data, other than Your own information, as provided on the Platform;
 - x. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked sites;
 - xi. collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Clause;
 - xii. use any device or software to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
 - xiii. use the Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or other third parties;
 - xiv. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - xv. violate any applicable laws or regulations for the time being in force or anyone's right to privacy or personality;
 - xvi. violate the Terms contained herein or elsewhere; and
 - xvii. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
6. Except as expressly indicated herein, Airmeet hereby grants You a non-exclusive, revocable (upon notice from Airmeet), non-transferable access to view any Content available on the Platform, subject to the following conditions:
- i. You may access the Content solely for informational purposes, in accordance with the Terms;
 - ii. You may not modify or alter the Content available on the Platform, unless expressly permitted and allowed by Airmeet as a part of the functionalities on the Platform;
 - iii. You may not distribute or sell, rent, lease, license or otherwise make any Content on the Platform available to others; and



- iv. You may not remove any text, copyright or other proprietary notices contained in the Content downloaded from the Platform.

7. System Requirements

- 7.1. Use of Services requires internet access, and certain software, and may also require obtaining updates or upgrades from time to time. Because use of Services involves hardware, software, and internet access, Your ability to access and use Services may be affected by the performance of these factors. High speed internet access is highly recommended for the use of such Services. You acknowledge and agree that fulfilment of such system requirements, which may change from time to time, are Your sole responsibility. Airmeet is not liable to Users for any loss or damage arising out of or due to any technological issues, internet, or bandwidth of the Users and shall not be responsible for any reimbursement to the Users in this regard.

8. Intellectual Property Rights

- 8.1. The Platform and the processes, and their selection and arrangement, including but not limited to, all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the “Content”) on the Platform is owned and controlled by Airmeet. The design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.
- 8.2. The trademarks, logos and service marks displayed on the Platform (“Marks”) are the property of Airmeet or other respective third parties, as the case may be. Except as specified in Clause 8.3 below, You are not permitted to use the Marks without the prior written consent of Airmeet, or the third party that may own the Marks.
- 8.3. Airmeet provides a limited, non – exclusive, revocable (upon notice from Airmeet), non-transferable license to Hosts to use Marks as a part of the Event Page. Hosts agree to use Marks solely for the purposes provided herein and no other purpose whatsoever. All intellectual property rights arising from and in respect of any promotional, marketing material or other material created or developed by the Host for a particular Event using the Marks, including any Event Page, shall belong solely to the respective Host.
- 8.4. Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining necessary authorization from Airmeet.
- 8.5. Airmeet shall have the right, and you hereby give Airmeet the permission, to use your name and logo for external marketing and promotion, such as on Airmeet’s website and other Airmeet marketing collateral.

9. Event Content, Informational Content and Other Third – Party Content



- 9.1. *Event Content*: The Platform allows Users to display, provide, feature Event Content on the Platform during Events, subject to compliance with applicable laws and these Terms.
- 9.2. You agree that You are solely responsible for Event Content displayed or uploaded by You in using the Services and for complying with all applicable laws pertaining to such Event Content, including, but not limited to, laws requiring You to obtain consent or permission of any third party to use any content or portion thereof and to provide appropriate notices of third party rights including in respect of any name, identity, likeness or voice, submitted by You during an Event. You further represent and warrant that You have the right to upload or share such Event Content and that such use or reproduction thereof, does not violate or infringe on any rights of any third party including intellectual property rights.
- 9.3. Further, the Host shall have the right to use the Event Content of the relevant Event in any manner as the Host may deem fit. In case you are a Participant, you hereby grant the Host of the relevant Event, the right to use, record, reproduce, distribute, adapt, publish, display (including recording thereof), any content submitted, displayed, posted, or communicated by you while participating in that Event, forming part of the Event Content, in any manner and form as may be determined by the Host. If you do not wish to provide such right to the Host, You may refrain from using the Platform and/or any Services provided therein. Please note that Airmeet is not reproducing, broadcasting, performing, communicating, or issuing copies of any Event Content, and all Event Content is being shared or communicated/performed by User directly with other Users, and Users agree not to initiate any action against Airmeet for infringement of any copyright or any other action under intellectual property laws, arising out of or in relation to the use of the Platform. Further, Airmeet is in no manner responsible, in case any Event Content is captured or recorded by any Participants during the Event and re-broadcasted or shared publicly in any manner, without the express consent of the Host of such Event.
- 9.4. *Informational Content*: Airmeet may make available certain content on the Platform in the form of case studies and blogs, which may include content created by Airmeet ("**Informational Content**"). Informational Content is made available on the Platform by Airmeet for general informational purposes only. Airmeet does not make any warranties with respect to the accuracy or completeness of Informational Content or the reasonableness of any assumptions or views contained therein or the applicability and usefulness of any solutions which may be provided in such Informational Content and Airmeet shall not be held liable for any loss suffered by You based on Your reliance on or use of such Informational Content.
- 9.5. *Third – Party Content*: The Platform also makes available general third – party information and other data from external sources ("**Third – Party Content**"). The provision of Third – Party Content is for general informational purposes only. You acknowledge that the Third – Party Content provided to You is obtained from sources believed to be reliable. Airmeet does not provide any guarantee with respect to the truthfulness, credibility, accuracy, completeness, or genuineness of any Third – Party Content and Airmeet shall not be held liable for any loss suffered by You based on Your reliance on or use of such Third – Party Content.
- 9.6. *Links*. If the Platform contains links to other sites and resources provided by third parties, these links are provided for Your convenience only. We have no control over the contents of linked sites or resources and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third-party websites linked to the Platform,



You do so entirely at Your own risk and subject to the terms and conditions of use and privacy policy for such websites.

10. Disclaimer of Warranties & Liability

10. 1. You expressly understand and agree that, to the maximum extent permitted by applicable law:
- i. the Platform and Content are provided by Airmeet on an “as is” basis without warranty of any kind, express, implied, statutory, or otherwise, including the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Without limiting the foregoing, Airmeet makes no warranty that (i) the Platform or Services will meet Your requirements, or Your use of the Platform will be uninterrupted, timely, secure or error-free. However, Airmeet will take appropriate technical and organisational measures as provided at **Airmeet’s Security and Compliance** (<https://www.airmeet.com/hub/security-and-compliance/>); (ii) the results that may be obtained from the use of the Platform will be effective, accurate or reliable; (iii) any errors or defects in the Platform will be corrected. No advice or information, whether oral or written, obtained by You from Airmeet shall create any warranty not expressly stated in the Terms.
 - ii. Airmeet will have no liability related to any Event Content, Informational Content, and/or Third – Party Content arising under intellectual property rights, libel, privacy, publicity, obscenity, or other applicable laws. Airmeet also disclaims all liability with respect to the misuse, loss, modification, or unavailability of any Event Content, Informational Content and/or Third – Party Content.
 - iii. Airmeet will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Platform either with or without your knowledge.
 - iv. Airmeet has endeavored to ensure that all the information on the Platform is correct, but Airmeet neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information regarding the Services or otherwise. Airmeet shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities, and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, Airmeet shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond Airmeet’s reasonable control. You understand and agree that any material or data downloaded or otherwise obtained through the Platform is done entirely at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.
 - v. Airmeet uses reasonable measures in order to protect the Event Content against unauthorized copying and distribution. However, Airmeet does not guarantee that any



unauthorized copying, use or distribution of Event Content by third parties or by any authorised person attending the Event will not take place. To the furthest extent permitted by applicable law, You hereby agree that Airmeet shall not be liable for any unauthorized copying, use or distribution of Event Content by third parties (including other Users). The measures Airmeet uses to protect Event Content are provided and used "as-is" and with no warranties, guarantees, conditions, assurances, or other terms that such measures will withstand attempts to evade them, nor does Airmeet have any obligation to screen such Event Content.

- vi. Airmeet is merely providing a platform for Hosts and Participants to interact and is in no manner responsible for Event Content and/ or views, ideas, opinions expressed or shared by Users through the Platform in any of the Events. Further, Airmeet, is under no obligation to oversee, monitor or moderate any interactive feature (audio and video) provided through the Platform, and Airmeet expressly excludes any liability for any loss or damage arising from the use of any interactive feature by a User in contravention of the content standards and/ or applicable laws, whether the Service is moderated or not. In the event, Airmeet is made aware of any such action of any User or if Airmeet discovers that any User has breached such conditions and/or applicable laws, Airmeet may in its sole and absolute discretion take any action as it may deem necessary including terminating access to the Platform or disabling access to certain features of the Platform.
- vii. Airmeet shall not be liable in any way whatsoever to any User, for any (a) Event Content, Informational Content and/ or Third – Party Content that is transmitted or viewed while using the Services or the Platform, (b) errors or omissions in the Event Content, Informational Content and/or Third – Party Content, or (c) loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Event Content, Third – Party Content and/or Informational Content not created by Airmeet; or (d) interpretation and use of the Event Content or any actions You may take as a result of having been exposed to the Event Content.
- viii. Although Airmeet is not responsible for any Event Content, Informational Content and/or Third – Party Content, Airmeet may delete any Event Content, Informational Content and/ or Third – Party Content, at any time without notice to the User, if Airmeet becomes aware that it violates any provision of these Terms, and/or any applicable law.
- ix. In the event Airmeet is made aware or if Airmeet discovers that any Host is using or has used any Participant related information shared by Airmeet with such Host for any purpose other than as envisaged in the Agreement, Airmeet shall have the right to take appropriate action against such Host, including the right to delist the Host from the Platform, and prohibit such Host from using the Platform.
- x. Before attending any Event or receiving any Services from the Host through the Platform, Participants are responsible for making their own determinations that the Host is suitable. Airmeet is only responsible for connecting Hosts and Participants, and is not responsible for ensuring that Events organised by Hosts and ancillary services provided by Hosts are up to a certain standard of quality and this shall be the sole responsibility of the Hosts organising such Event.



- xi. Airmeet does not guarantee the identity of any Users with whom You interact in availing the Services and is also not responsible for which Users gain access to the Services. Further, Airmeet will not be responsible for ensuring that information (including credentials) which Users provide about themselves is accurate or up to date.
- xii. The topics for Events will be determined by the Host at his/her/their sole discretion. Further, Airmeet is in no manner promoting or soliciting or encouraging Hosts to conduct or organise any paid Events and the same is at the sole discretion of the Hosts.

11. Indemnification and Limitation of Liability

- 11.1. You agree to indemnify, defend and hold harmless Airmeet, subsidiaries, and its affiliates including but not limited to its (and its affiliates') officers, directors, consultants, agents and employees ("Indemnitees") from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to the Agreement. Further, You agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, the Event Content, Your use of the Platform and/or Services, any misrepresentation with respect to the data or information provided by You, Your violation of applicable laws, or Your violation of any rights of another, including any intellectual property rights.
- 11.2. In no event shall Airmeet and its officers, partners, consultants, agents and employees, be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with Your use of or access to the Platform or Content on the Platform or Event Content or any Services. To the fullest extent provided by applicable law, in no event will the collective liability of Airmeet, its subsidiaries, affiliates, and their licensors, service providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the amount You have paid to Airmeet for use of Services on the Platform in the last 6 (six) months, out of which liability arose. In case You use the Services on the Platform without being required or obligated to pay Airmeet any monetary consideration or fees for availing such Services, the collective liability of Airmeet, its subsidiaries, affiliates, and their licensors, service providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise), to the fullest extent provided by applicable law, will not exceed USD 10 (Ten United States Dollar).
- 11.3. The limitations and exclusions in this Clause apply to the maximum extent permitted by applicable laws.

12. Violation of the Terms

- 12.1. You agree that Airmeet may, without notice, delist You or block Your future access to the Platform or certain features thereof, or suspend or terminate your Account without prior notice, if it



believes, in its sole and absolute discretion, that You have infringed, breached, violated, abused, or unethically manipulated or exploited these Terms (or have acted in a manner that clearly shows that You do not intend to, or are unable to, comply with the same) or anyway otherwise acted unethically.

- 12.2. You agree that any violation by You of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Airmeet, for which monetary damages would be inadequate, and You consent to Airmeet obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that Airmeet may have at law or in equity. If Airmeet takes any legal action against You as a result of Your violation of these Terms, they will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

13. Termination

13. 1. The Terms will continue to apply until terminated either by You or Airmeet as set forth below. If You want to terminate Your agreement with Airmeet, You may do so by (a) closing your Account on the Platform; and (b) not accessing the Platform. In the event, You are a Paid Subscriber, closing of your Account will lead to automatic cancellation of your Subscription Plan and You shall not be liable to receive any refund of the Subscription Fees from Airmeet for the unutilized Services.
2. Airmeet may, at any time, with or without notice, terminate the Terms with You if:
- a. You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to You from time to time (or have acted in a manner that clearly shows that You do not intend to, or are unable to, comply with the same);
 - b. You violate any applicable laws, or wilfully compromise any other User's privacy, or acted unethically;
 - c. You have infringed, breached, violated, any third – party intellectual property rights of any third party;
 - d. Airmeet is required to do so by law (for example, where the provision of the Services to You is, or becomes, unlawful or upon receiving request for termination by law enforcement or other government agencies);
 - e. The provision of the Services to You by Airmeet is, in the opinion of Airmeet, no longer commercially viable or in any way detrimental to Airmeet, its business or the Platform; or
 - f. Airmeet has elected to discontinue, with or without reason, access to the Platform, Services, or any part thereof.
3. Airmeet may also terminate or suspend all or a portion of Your Account or access to the Services with or without reason. Termination of Your Account may include: (a) removal of access to use the Platform or for availing the Services through the Platform; (b) deletion of Your records and Account information, including log-in ID and password, and all related information, files and materials associated with or inside Your Account (or any part thereof);



and (c) barring further use of the Platform and Services. However, in case You are a Participant, the Host may continue to use Event Content even after the termination of Your Account.

4. The termination of Your Account shall not relieve You of any liability that You may have incurred or may incur in relation to breach of obligations under the Terms and/ or the Services provided prior to such termination.
5. If You or Airmeet terminate Your use of the Platform, Airmeet may delete any content or other materials relating to Your use of the Platform or the Services and Airmeet will have no liability to You or any third party for doing so.

14. Governing Law

- 14.1. These Terms and all transactions entered into on or through the Platform and the relationship between you and Airmeet shall be governed in accordance with the laws of the State of Delaware, United States of America without reference to conflict of laws principles.
- 14.2. You agree that all claims, differences and disputes arising under or in connection with or in relation to the Platform, the Terms or any transactions entered into on or through the Platform or the relationship between You and Airmeet shall be subject to the exclusive jurisdiction of the courts in the State of Delaware, United States of America and You hereby accede to and accept the jurisdiction of such courts.

15. Grievance Handling

- 14.1. In the event You have any grievances, or come across any violation of these Terms, or become aware of any objectionable content on the Platform, please report the same to the following e-mail id: support@airmeet.com.
- 14.2. Unless the applicable law provides for a shorter period of limitation, any cause of action or claim You may have arising out of or relating to this Agreement and the Platform, must be commenced within 1 (one) year from the date on which the cause of action arose; otherwise such cause of action or claim shall be permanently barred.

16. Communications

- 16.1. If you are not in the UK or the EEA (where notices presented to you determine your consent or otherwise), You hereby expressly agree to receive communications by way of SMS, push notifications, and/or e-mails from Airmeet relating to the Services.

17. General Provisions

- 17.1. **Notice:** All notices from Airmeet will be served by email to your registered email address or by general notification on the Platform. Any notice provided to Airmeet pursuant to the Terms should be sent to support@airmeet.com with subject line – Attention: TERMS OF USE.



- 17.2. **Assignment:** You cannot assign or otherwise transfer the Terms, or any rights granted hereunder to any third party. Airmeet's rights under the Terms are freely transferable by Airmeet to any third party, without the requirement of seeking your consent.
- 17.3. **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- 17.4. **Waiver:** Any failure by Airmeet to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by Airmeet of that provision or right.

18. IP Infringement

18. 1. If You believe the Platform or any of the Services violates Your intellectual property, You must promptly notify Airmeet in writing at support@airmeet.com. These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on their behalf. However, any false claim by You may result in the termination of Your access to the Platform. You are required to provide the following details in Your notice:
- the intellectual property that You believe is being infringed;
 - the item that You think is infringing and include sufficient information about where the material is located on the Platform;
 - a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;
 - Your contact details, such as Your address, telephone number, and/or email;
 - a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and
 - Your physical or electronic signature.

19. Feedback and Information

- 19.1. In the event you are a Host, you are entitled to request for feedback from Participants in relation to Events conducted and organised by you.
- 19.2. Airmeet may also collect feedback from Users regarding their experience of the Services provided through the Platform, including in relation to technological aspects such as video and audio quality, interface and viewing experience, during an Event. Any feedback provided by Users on the Platform that are not based in the UK or the EEA shall be deemed to be non-confidential. Airmeet shall be free to use such information and an unrestricted basis, in any manner as may be determined by Airmeet in its sole discretion. Further, by submitting feedback, You represent and warrant that (a) Your feedback does not contain confidential or proprietary information of You or of any other third parties; (b) Airmeet is not under any obligation of confidentiality, express or implied, with respect to such feedback; (c) all information provided in the feedback is true and



correct and relates to the Services availed by You; (d) You are not entitled to any compensation or reimbursement of any kind from Airmeet for the feedback under any circumstances; and (e) Airmeet is not obligated to respond or act upon Your feedback. Airmeet further reserves the right to initiate any action against You under applicable laws for a breach of this representation, including appropriate actions for any defamation allegations. When You provide feedback on the Platform, You grant to Airmeet, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual and unconditional license to (a) use or reproduce the feedback posted or provided by You on the Platform; (b) delete and remove the entire or such part of any feedback posted or provided by You that, in the opinion of Airmeet, is not in compliance with these Terms; and (c) communicate Your feedback to other Users.

19.3. Airmeet may, through the Platform, provide certain Platform level recommendations on matters relating to the Services and Hosts. Airmeet shall be entitled to publish such recommendations on the Platform in the manner as it deems fit. All intellectual property rights in any such data analytics including the aforesaid recommendations, shall be owned by Airmeet. Further, Airmeet shall not be, in any way, responsible for any recommendations provided by it on the Platform, including recommendations on Hosts and/or Events. All recommendations on the Platform are generated solely on the basis of automated data analytics of data related to Events, through algorithms which take into account the feedback received from Users. Such recommendations may be visible to all Users of the Platform.

20. Additional Terms

20.1. You agree to the additional terms as applicable to You prescribed by Airmeet here at **Service Level Terms** (<https://www.airmeet.com/hub/service-level-terms/>).

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Subscription, Refund and Cancellation Policy

Last updated on October 11, 2022.

Airmeet offers two (2) Plans:

1. Recurring subscription plans (“**Subscription Plans**”);
2. Non- Renewal plan i.e., a one-time event based for a predefined period of time (“**One Time Plan**”).”

Airmeet has a ‘**No Refund Policy**’. Payments for the concerned Subscription Plan shall be made 100% in advance by the Customer. Furthermore, Airmeet **does not offer prorated refunds for cancelled subscriptions** as such requests for cancellation are effective only after the end of the Subscription Plan. **All subscriptions are recurring** and will automatically renew after the end of each paid subscription period unless mutually agreed otherwise in writing.

Similarly, *it is your responsibility to evaluate Airmeet*, including its features, limitations, and system requirements before selecting any paid Subscription Plan. **Airmeet will not issue refunds to customers** on the basis of customers not understanding the system requirements, or the presence of compatibility issues, including inadequate internet speed or consistency, or incompatible devices, operating systems, or browser software versions. Customers shall be responsible to test system incompatibility based on system requirements before subscribing to the Subscription Plans.

Fees, Refunds, and Charges

1. Subscription Fees - Recurring Subscription

The Customer shall pay for all subscription fees in advance, and hereby authorizes Airmeet and its payment processors to debit the Customer’s bank account or charge the Customer’s credit card, as stated in applicable terms and conditions. **The Customer agrees that all subscriptions are based on the customer’s preference and will renew automatically unless mutually agreed otherwise in writing.** The Customer shall also be solely responsible for paying and remitting to the appropriate tax authorities all applicable taxes or duties imposed by any government entity or collecting agency except



those taxes based on Airmeet's net income. In the event Customer fails to satisfy its tax and/or duty obligations herein, Customer shall reimburse Airmeet upon demand for any taxes and/or duties paid on behalf of Customer and shall defend, indemnify and hold Airmeet harmless against any claim and/or liability (including penalties) resulting from Customer's failure to pay such taxes and/or duties.

2. One Time Plan - Non-Renewal Plan

The Customers may subscribe to short-term, event-based subscription plans for a predefined period of time. These plans will be one-time, non-recurring subscription plans. Wherein renewal is unavailable. On the expiry of the One Time Plan, the Customer has to subscribe for a new One Time Plan or may subscribe to Subscription Plans. There is a 'No Refund Policy' wherein Airmeet does not offer prorated refunds for cancelled subscription plans. There will be no refunds or credits for partial months of service, upgrade or downgrade refunds, or refunds for months unused with an open account and no exceptions will be made.

Cancellation Policy

The Customer can learn how to cancel, delete, or update their account at **manage your subscription & billing cycle for your Airmeet account**

(<https://help.airmeet.com/support/solutions/articles/82000883886-manage-subscription-billing-cycle-for-your-airmeet-community-or>) and for any further assistance, support or concern related to their account at the Revenue Operations Team to the following e-mail id: support@airmeet.com.

The Customer acknowledges that all subscription fees are charged automatically on a recurring basis until the Customer informs Airmeet in advance in writing, of its intent of non-renewal of the Subscription Plans which can be communicated up to a day prior to expiry of the Subscription Plans.

The Customer may inform Airmeet for the non-renewal of their subscription plan by writing to:

- E-mail to Revenue Operations Team at revops@airmeet.com (<mailto:revops@airmeet.com>)

The Revenue Operations Team will send a confirmation email receipt to the Customer with the expiration date of the subscription under the Subscription Plans and One-Time Plan where the Customer has signed up as a Customer by talking to an Airmeet sales representative by entering into a Software-as-a-Service Agreement ("SaaS Agreement").

However, the self-serve Customers who have purchased directly on Airmeet's website by themselves need to manage their subscriptions including cancellation of the same on their own. The Customer can learn how to cancel, delete, or update their account or for any further assistance, support or concern related to their account at the Revenue Operations Team to the following e-mail id: revops@airmeet.com (<mailto:revops@airmeet.com>).



Refunds



All subscription plans are billed in advance and are non-refundable. In other words, no refunds will be issued. Airmeet does not offer prorated refunds for cancelled subscription plans. There will be no refunds or credits for partial months of service, upgrade or downgrade refunds, or refunds for months unused with an open account and no exceptions will be made.

All subscriptions unless otherwise specified, are recurring and will automatically renew after the end of each paid subscription period unless mutually agreed otherwise in writing.

Airmeet is committed to the success of its Customers, but through experience, we have found that users have varying requirements, capabilities, and limitations with regard to the types of devices and software they can use, the way their local network is configured, the speed of their internet connection, etc. These issues will certainly impact a Customer's ability to use Airmeet as it is intended. It is the Customer's responsibility to evaluate Airmeet, including its features, limitations, and system requirements before subscribing to its Subscription Plan.

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Q Search

(https://prightner.com/verify/18492



(https://prightner.com/ukrep/verify/18

Brown, Janet L

From: Jackson, Andrea L
Sent: Tuesday, April 9, 2024 11:32 AM
To: Brown, Janet L
Cc: Janey, Marsha; Beach, Luisa
Subject: RE: Contract

Ms. Janet, good morning...

The date requested on the Airmeet, Inc. Memorandum of Understanding is prior to 4/15/2024 due to the Teacher Job Fair being held on 4/16/2024 and all the setup preparations. The fee this year is \$349.00 from \$649.00 in 2022 and was taken into consideration as well at this time.

Thank you kindly!

Respectfully,

Andrea Jackson
HR Receptionist



BROKEN ARROW PUBLIC SCHOOLS

Human Resources

ajackson@baschools.org

PH. 918-259-5704

From: Contracts BAPS <contracts@baschools.org>
Sent: Friday, April 5, 2024 3:27 PM
To: Jackson, Andrea L <ajackson@baschools.org>; Contracts BAPS <contracts@baschools.org>
Cc: Janey, Marsha <mjaney@baschools.org>
Subject: RE: Contract
Importance: High

Hello!

The effective date shows to be April 3, 2024, and that is prior to the BOE meeting. Can you get that changed to April 16, 2024?

Happy Friday!

JB

From: Jackson, Andrea L <ajackson@baschools.org>
Sent: Friday, April 5, 2024 3:12 PM
To: Contracts BAPS <contracts@baschools.org>
Cc: Janey, Marsha <mjaney@baschools.org>
Subject: Contract

Airmeet Inc. Contract for the next upcoming Board Meeting
Thank you kindly!