

Privacy Policy

1. Introduction

Welcome to Notezy, a mobile application that provides users with the ability to record audio and receive transcriptions and summaries ("Services"). By using Notezy, you agree to comply with and be bound by the following Terms of Service ("Terms"). Please read these Terms carefully. If you do not agree to these Terms, you may not use the Services.

2. Acceptance of Terms

By accessing or using the Notezy app, you agree to these Terms and any additional terms, conditions, and policies referenced herein. If you do not agree, please discontinue the use of the Services immediately.

3. Changes to Terms

We reserve the right to modify these Terms at any time. We will notify users of any significant changes through the app or by email. Your continued use of the Services after any changes have been made constitutes your acceptance of the new Terms.

4. Eligibility

To use Notezy, you must be at least 13 years of age. By using the app, you represent and warrant that you meet this age requirement and that you have the legal capacity to enter into this agreement.

5. Account Registration

You may be required to create an account to use certain features of the app. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your device.

6. Use of the Services

You agree to use Notezy only for lawful purposes and in a manner that does not infringe the rights of others or restrict or inhibit their use and enjoyment of the Services. Prohibited conduct includes but is not limited to: \n- Uploading or sharing content that is illegal, offensive, or infringes on the rights of others. \n- Attempting to gain unauthorized access to the Services, other accounts, computer systems, or networks connected to the Services. \n- Disrupting or interfering with the security or integrity of the Services.

7. User Content

By using Notezy, you grant us a non-exclusive, royalty-free, worldwide license to use, store, reproduce, modify, and distribute the content you create through the app, including recordings, transcriptions, and summaries, solely for the purpose of providing the Services. You retain all rights in your content, subject to the rights granted to us under these Terms.

8. Privacy Policy

Your use of the Services is also governed by our Privacy Policy, which explains how we collect, use, and share your information. By using Notezy, you agree to the collection and use of your information as described in the Privacy Policy.

9. Payment and Subscriptions

Notezy offers both free and paid subscription options. The paid subscription provides additional features, such as enhanced transcription and summarization services. By selecting a paid subscription, you agree to pay the fees indicated at the time of purchase. Subscriptions are billed on a monthly basis, and you may cancel at any time by following the instructions within the app. All payments are non-refundable, except as required by law.

10. Intellectual Property

All content, features, and functionality provided by Notezy, including but not limited to the software, designs, text, graphics, logos, and trademarks, are the

exclusive property of Notezy or its licensors. You are granted a limited, non-exclusive, non-transferable license to use the app for personal use, subject to these Terms. You may not copy, modify, distribute, or reverse engineer any part of the app without our express written permission.

11. Third-Party Services

Notezy may contain links to third-party websites or services that are not owned or controlled by us. We are not responsible for the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Notezy shall not be liable for any damage or loss caused by or in connection with your use of any third-party services.

12. Termination

We reserve the right to terminate or suspend your access to the Services at any time, without notice or liability, for any reason, including if you breach these Terms. Upon termination, your right to use the Services will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including but not limited to ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. Disclaimer of Warranties

The Services are provided on an \"as is\" and \"as available\" basis, without warranties of any kind, either express or implied. Notezy does not warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the app is free of viruses or other harmful components. Your use of the Services is at your sole risk.

14. Limitation of Liability

To the fullest extent permitted by law, Notezy shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, data loss, or damages arising from your use of the Services, even if we have been advised of the possibility of such damages.

15. Indemnification

You agree to indemnify and hold Notezy, its affiliates, and its and their respective officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, or expenses, including reasonable attorney's fees, arising out of or in any way connected with your access to or use of the Services, your violation of these Terms, or your infringement of any rights of another.

16. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in Boston, Massachusetts, and you hereby consent to the personal jurisdiction and venue therein.

17. Entire Agreement

These Terms constitute the entire agreement between you and Notezy regarding your use of the Services and supersede any prior agreements between you and Notezy relating to the Services.

18. Contact Information

If you have any questions or concerns about these Terms, please contact us at info@notezyapp.com