

TERMS OF USE

Last Updated: June 10, 2025

1. Introduction

Welcome to **SayNotes**, a product of K.I.A.B INVESTMENT MANAGEMENT CONSULTING LTD, a limited liability company incorporated under the laws of the Republic of Cyprus with company registration number HE 421805 ("Company," "we," "us," or "our"). This section outlines the Terms of Use that govern your access to and use of our services ("Services"). By using our Services, you agree to comply with and be bound by these Terms.

1.1 Scope of Services

Our Services include, but are not limited to:

- The SayNotes mobile application;
- Any related software, tools, features, content, and services provided by SayNotes.

The Services may be modified, enhanced, suspended, or discontinued at our sole discretion, without prior notice.

1.2 Agreement Documents

Your agreement with us consists of the following documents:

- [These Terms of Use](#)
- [Our Privacy Policy](#)

Together, these documents form the legal agreement between you and SayNotes (the "Agreements"). Please read and understand them carefully before using our Services.

1.3 Privacy Policy

Our Privacy Policy is an integral part of the Agreements. It explains how we collect, use, store, and protect your personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR). It also explains your rights and how to exercise them. We strongly encourage you to review this document.

1.4 Acceptance of Terms

By accessing or using our Services, you confirm that:

- You have read and understood these Terms of Use and our Privacy Policy;
- You agree to be bound by the Agreements;
- You are legally capable of entering into a binding contract;
- You are at least 16 years old (or of the minimum legal age in your jurisdiction, whichever is higher).

1.5 Disagreement with Terms

If you do not agree to the Agreements, you may not use the Services. If you have any concerns or questions, please contact us at support@saynotes.ai before deciding to stop using SayNotes.

1.6 Applicability

These Terms apply to all users worldwide, including visitors, users, and anyone else accessing or using the Services, regardless of geographic location or the specific features used.

1.7 Updates to Terms

We may update these Terms periodically to reflect changes in our Services or legal obligations. Any updates will take effect upon posting. We recommend reviewing the Terms regularly. The “Last Updated” date is indicated at the top of this document. Continued use of the Services after changes are posted constitutes your acceptance of the updated Terms.

2. Communications

2.1 Types and Consent

By using the Service, you agree that we may send you communications through various channels, including:

- Push notifications
- Email newsletters
- In-app messages
- Marketing or promotional content

These may include service updates, feature announcements, security alerts, and special offers.

2.2 Managing Preferences

You can manage your communication preferences at any time:

- **Push Notifications:** Adjust in your iOS device settings or within the app

- **Emails:** Use the “unsubscribe” link included in each message
- **In-App Messages:** Manage via your account settings
- **Promotional Content:** Opt out through your settings or by emailing support@saynotes.ai

2.3 Essential Communications

Even if you opt out of marketing messages, we may still send essential communications related to your account, security, legal updates, or service functionality.

3. Purchases and Payments

3.1 In-App Purchases and Processing

SayNotes offers paid features and subscriptions via in-app purchases processed exclusively through Apple’s App Store. By making a purchase, you agree to Apple’s terms and payment policies.

3.2 Payment and Authorization

To complete a purchase, you may need to provide payment details via your Apple ID. You confirm that:

- You are authorized to use the selected payment method;
- All provided billing information is accurate;
- You comply with all applicable laws regarding payments.

3.3 Pricing and Order Management

Prices and availability may change without prior notice. We reserve the right to correct pricing errors and cancel purchases due to:

- Incorrect information
- Product unavailability
- Suspected fraud or technical issues

If your order is cancelled, you will be notified and refunded via Apple when applicable.

3.4 Refunds and Disputes

Refunds and billing issues are handled by Apple. To request a refund:

- Visit reportaproblem.apple.com
- Sign in with your Apple ID
- Follow the instructions to request a refund

We do not control the refund process for App Store purchases.

3.5 Subscriptions

If you subscribe to SayNotes features:

- Subscriptions renew automatically unless cancelled at least 24 hours before the end of the billing period
- You can manage or cancel subscriptions in your Apple ID account settings

3.6 Price Changes

We may adjust subscription prices. Any changes will apply to future billing cycles and will be communicated in advance through the App Store.

4. Contests, Sweepstakes, and Promotions

4.1 Promotional Activities

From time to time, we may offer contests, sweepstakes, or other promotions (collectively, “Promotions”) through the Service.

4.2 Separate Rules

Each Promotion may be subject to its own terms and conditions. By participating, you agree to review and comply with both the Promotion-specific rules and our Privacy Policy.

4.3 Rule Conflicts

If there is any conflict between the Promotion rules and these Terms, the Promotion rules will take precedence for that activity.

4.4 Eligibility and Compliance

Promotions may be subject to eligibility requirements and legal restrictions based on your jurisdiction.

4.5 Changes or Cancellation

We reserve the right to modify, suspend, or cancel any Promotion at our discretion, subject to applicable laws.

5. Subscriptions

5.1 Subscription Services

Some features of SayNotes are available via paid subscriptions, which are billed automatically through Apple's in-app purchase system.

5.2 Billing and Renewal

Subscriptions are charged in advance and renew automatically unless cancelled at least 24 hours before the end of the current billing period.

5.3 Payment Authorization

By subscribing, you authorize Apple to charge your selected payment method. Apple handles all billing and payment processing.

5.4 Failed Payments

If a payment fails, Apple may attempt to process it again. Repeated failures may lead to suspension or cancellation of your subscription.

5.5 Managing Subscriptions

You can manage or cancel your subscription anytime via your Apple ID account settings. For billing issues, visit reportaproblem.apple.com.

5.6 Usage Limits

All subscription plans are subject to a strict usage limit of 50 hours of recorded audio per user per week. This limit is enforced to maintain fair and reliable access to the Service for all users. Exceeding this limit may result in temporary restriction of recording features until the start of the next usage cycle.

6. Fee Changes

6.1 Right to Change Fees

We may update subscription fees at any time, at our discretion.

6.2 Effective Date

New rates apply starting from your next billing cycle.

6.3 Advance Notice

We will notify you of fee changes in advance via in-app messages, email, or push notifications (if enabled).

6.4 Acceptance of Changes

Continued use of the Service after the new fees take effect constitutes your acceptance. If you do not agree, cancel your subscription via your Apple ID settings before the renewal.

7. Refunds

7.1 General Policy

All payments for subscriptions made through the SayNotes app are generally non-refundable.

7.2 Exceptions

Refunds may be granted:

- Where required by applicable law;
- In limited exceptional cases, at our sole discretion.

7.3 How to Request a Refund

To request a refund, please follow Apple's process:

1. Visit reportaproblem.apple.com
2. Sign in with your Apple ID
3. Select the relevant purchase and follow the instructions

7.4 Processing Responsibility

Refunds for in-app purchases are reviewed and processed by Apple. SayNotes does not make final refund decisions.

7.5 No Guarantee

Submitting a refund request does not guarantee approval. For more details, please refer to Apple's refund policies.

8. User Content

8.1 Ownership and Responsibility

You retain all rights in the content you create or upload through the Service, including audio recordings, transcriptions, and summaries ("User Content"). You are solely responsible for ensuring that your User Content complies with applicable laws, including those relating to recording conversations. Legal requirements vary by jurisdiction, and you are responsible for obtaining all necessary consents.

8.2 License to Company

By using the Service, you grant SayNotes a worldwide, non-exclusive, royalty-free license to host, process, transcribe, summarize, display, and use your User Content to operate and improve the Service. You may delete content at any time.

8.3 Sharing and Visibility

If you choose to share your content or processing results with others, within or outside the Service, you are responsible for controlling access. We offer tools to limit visibility but cannot guarantee complete confidentiality. SayNotes is not liable for access or use by others once content is shared.

8.4 License to Other Users

When you share User Content with other users via the Service, you grant them a non-exclusive license to access and use it in accordance with these Terms and the Service's functionality.

8.5 User Content Standards

You represent and warrant that:

- You own or have the right to use the content you upload;
- It does not violate any laws or third-party rights;
- It is not offensive, harmful, or inappropriate.

We reserve the right to remove or restrict any User Content that violates these Terms or applicable law.

8.6 Monitoring and Moderation

SayNotes is not obligated to monitor User Content but may do so for security, legal compliance, or operational reasons. We may remove content without notice if we believe it violates these Terms. You remain responsible for all content you submit and its legal compliance.

8.7 Machine Learning

We may use User Content and usage data to improve our services, including through machine learning. This may involve processing data to train algorithms or generate insights. You do not obtain any rights in such systems or outputs.

9. Prohibited Uses

9.1 Unlawful or Harmful Conduct

You agree to use the Service only in compliance with applicable laws and these Terms. You may not:

- Violate any laws or regulations;
- Exploit, harm, or attempt to harm minors;
- Impersonate SayNotes, its staff, or other users;
- Infringe upon the rights of others, including intellectual property and privacy rights;
- Upload, record, or transmit any illegal, offensive, or harmful content;
- Harass, threaten, or otherwise harm other users.

9.2 Disruption or Misuse

You may not:

- Interfere with the normal operation of the Service;
- Use bots, scrapers, or automated systems without permission;
- Attempt to gain unauthorized access to our systems;
- Introduce malware, viruses, or perform denial-of-service attacks;
- Manipulate or falsify app ratings or reviews.

9.3 Analytics and Data Collection

We use **Amplitude**, a third-party analytics provider, to monitor and improve the performance of our Service. By using the app, you consent to Amplitude's processing of usage data in accordance with their Privacy Policy.

10. Age Restrictions and User Eligibility

10.1 Minimum Age

The SayNotes app is intended for users aged 16 or older. Users under 16 are not permitted to access or use the Service.

10.2 User Confirmation

By using the app, you confirm that:

- You are at least 16 years old;
- You have the legal capacity to enter into this agreement;
- You agree to comply with these Terms.

10.3 Parental Responsibility

Parents or legal guardians are responsible for monitoring device usage and ensuring minors do not access SayNotes.

10.4 Age Verification

We reserve the right to implement age verification and to suspend or terminate accounts of underage users.

10.5 Content Awareness

While SayNotes is based on user-generated audio, all users are expected to ensure that recorded, uploaded or shared content is appropriate for all intended recipients.

11. Accounts

11.1 Account Eligibility and Creation

To create an account, you must be at least **16 years old** and have legal capacity to enter into a binding agreement. Accounts are created via **Google Sign-In** or **Apple Sign-In**. By registering, you confirm that all information provided is accurate and up to date.

11.2 Account Security

You are responsible for maintaining the confidentiality of your account and for all activity under it. Notify us immediately at support@saynotes.ai if you suspect unauthorized access or a security breach.

11.3 Content Use

You may use your account to upload or record audio for transcription and summarization. We reserve the right to remove or restrict any content that violates these Terms.

11.4 Account Termination

We may suspend or terminate your account at our discretion, including for violations of these Terms or provision of false information. You may terminate your account at any time by discontinuing use of the Service.

11.5 Service Limitation

We reserve the right to refuse access to the Service or cancel use at our discretion, subject to applicable law.

12. Intellectual Property

12.1 Ownership

All rights, title, and interest in the Service, excluding user-provided content, remain the exclusive property of SayNotes and its licensors. This includes the app's content, design, features, and software.

12.2 Legal Protection

The Service is protected by intellectual property laws in Cyprus, the European Union, the United States, and other applicable jurisdictions.

12.3 Restrictions

You may not:

- Use our trademarks or branding without written permission;
- Copy, modify, or distribute any part of the Service without authorization;
- Reverse-engineer or attempt to extract source code from any part of the Service.

12.4 User Content License

You retain ownership of your content but grant SayNotes a non-exclusive, worldwide, royalty-free license to store, process, and use it to operate and improve the Service, in accordance with our Privacy Policy and applicable laws (including the GDPR).

12.5 Reporting Infringement

If you believe your intellectual property rights have been violated, contact us at support@saynotes.ai with the relevant details.

13. Copyright Policy

13.1 Legal Compliance

We respond to copyright complaints in accordance with the Digital Millennium Copyright Act (DMCA) for users in the United States, and under applicable copyright laws in the European Union and other jurisdictions.

13.2 Reporting Infringement

If you believe your copyrighted work has been used on the Service without permission, please contact us at support@saynotes.ai with the subject line "Copyright Infringement Claim", and include:

- A description of the copyrighted work
- The location (URL or context) of the allegedly infringing content
- Your name and contact information

For full legal requirements, see Section 14: DMCA Notice and Procedure.

13.3 False Claims Warning

Submitting false or bad-faith claims may result in legal liability, including costs and attorneys' fees. We take copyright matters seriously and review all claims before taking action.

14. DMCA Notice and Procedure

If you believe that content on SayNotes infringes your copyright, you may submit a DMCA notice. Your written notification must include the following:

- A physical or electronic signature of the copyright owner or authorized representative
- Identification of the copyrighted work being infringed
- The exact URL or description of where the infringing content is located within the Service
- Your full contact information (name, address, phone number, and email)
- A statement that you have a good-faith belief that the use is unauthorized
- A statement, under penalty of perjury, that the information in your notice is accurate and that you are authorized to act on behalf of the copyright owner

Please send your DMCA notice to: support@saynotes.ai

We will investigate all valid notices and take appropriate action.

Important: Submitting false or misleading claims may result in legal liability. If in doubt, consult a legal advisor before filing a notice.

15. Error Reporting and Feedback

We welcome and appreciate your feedback to help us improve SayNotes. If you choose to provide any suggestions, ideas, reports, or other input regarding the Service ("Feedback"), please send them to support@saynotes.ai.

By submitting Feedback, you acknowledge and agree that:

Ownership and License: To the extent permitted by applicable law, you transfer all rights, title, and interest in and to the Feedback to us. Where such a transfer is not legally possible (such as under certain European laws), you grant SayNotes an exclusive, worldwide, perpetual, irrevocable, royalty-free, fully sublicensable license to use, modify, reproduce, distribute, and otherwise exploit the Feedback for any purpose, including but not limited to product development, marketing, and customer support.

No Compensation: You are not entitled to any compensation, credit, or reimbursement of any kind, regardless of whether we implement your Feedback or develop similar features independently.

No Confidentiality: Your Feedback will be treated as non-confidential. Please do not include any proprietary, personal, or sensitive information in your submission.

Similar Ideas: We may already be working on similar concepts or features, and the submission of Feedback does not restrict our ability to develop or use similar materials.

We appreciate your Feedback as it helps us enhance our Service for all users. However, please understand that we are not obligated to implement any suggestions or address all reported issues.

16. Links to Third-Party Websites

The Service may contain links to third-party websites, services, or resources that are not owned or controlled by SayNotes.

By accessing these external links, you acknowledge and agree that:

- **No Endorsement:** The inclusion of third-party links does not imply endorsement, sponsorship, or approval by SayNotes.
- **Separate Terms:** These websites and services are governed by their own terms and privacy policies, which may differ from ours. We strongly encourage you to review them.

- **No Control or Liability:** SayNotes does not control the content, policies, or practices of third-party sites and expressly disclaims all liability arising from your access to or use of them.
- **Use at Your Own Risk:** Your interaction with third-party services is solely at your own risk, and SayNotes will not be liable for any damages or losses resulting therefrom.

17. Disclaimer of Warranty

The Service is provided on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, SayNotes makes no warranties or representations of any kind, express or implied.

Specifically:

- **No Express or Implied Warranties:** We disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, and quiet enjoyment.
- **No Guarantee of Performance:** We do not warrant that the Service will be uninterrupted, error-free, secure, or free of viruses or other harmful components.
- **Accuracy and Reliability:** We make no guarantees as to the completeness, reliability, accuracy, or availability of the Service or any content within it.
- **Use at Your Own Risk:** You use the Service solely at your own risk. We are not responsible for any loss or damage arising from your use of or reliance on the Service.

By using **SayNotes**, you accept these terms and understand the limitations of our warranty.

18. Limitation of Liability

To the fullest extent permitted by law:

- **Limitation of Damages:** SayNotes and its affiliates, officers, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising out of or related to your use or inability to use the Service.
- **Liability Cap:** Our total aggregate liability for any claims under these Terms shall not exceed the total amount you paid to us (if any) for the use of the Service in the twelve (12) months preceding the claim.

- **Basis of Claims:** This limitation applies to all legal theories, including breach of contract, tort, negligence, warranty, or otherwise, even if we were advised of the possibility of such damages.
- **No Liability for Personal Injury:** We shall not be liable for any personal injury, property damage, or other harm arising from your access to or use of the Service.
- **Jurisdictional Exception:** Some jurisdictions do not allow the exclusion or limitation of certain damages. In such cases, our liability will be limited to the minimum extent permitted by applicable law.

By using our services, you acknowledge and accept these liability limitations.

19. Termination

19.1 Termination by SayNotes

We may suspend or terminate your access to the Service at any time, without notice or liability, in our sole discretion, including but not limited to instances of:

- Violation of these Terms
- Unlawful activity
- Technical or security issues
- Discontinuation or modification of the Service

19.2 Termination by User

You may terminate your use of the Service at any time by discontinuing access.

19.3 Effects of Termination

Upon termination:

- Your right to access and use the Service will cease immediately.
- We may retain or delete your data in accordance with our Privacy Policy and applicable data retention laws.

19.4 Surviving Provisions

The following provisions shall survive termination and remain in effect:

- Intellectual property and ownership rights
- Disclaimers of warranties
- Limitations of liability
- Indemnification obligations

- Any other provisions that by their nature should reasonably survive

These provisions remain binding and enforceable after termination.

20. Governing Law and Legal Matters

20.1 Applicable Law

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of Cyprus, without regard to its conflict of law provisions. Where local laws require the application of different legal standards (e.g., consumer protection laws in your jurisdiction), such mandatory laws shall prevail to the extent required.

20.2 Enforcement and Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision. Any waiver must be made in writing and signed by an authorized representative of the Company to be legally effective.

20.3 Severability

If any part of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permitted by law, and the remainder of these Terms shall remain in full force and effect.

20.4 Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices published by us, constitute the entire agreement between you and SayNotes regarding the Service. They supersede all prior agreements or understandings, whether written or oral.

20.5 Changes to Terms

We may revise these Terms from time to time. Changes will become effective when posted on our website or within the Service. Your continued use of the Service after the changes take effect constitutes your acceptance of the updated Terms. We recommend reviewing this page regularly to stay informed.

21. Changes to Service

21.1 Right to Modify

We reserve the right to modify, suspend, or discontinue any part of the Service, including features, content, or availability, at any time, at our sole discretion and without prior notice.

21.2 Service Availability

We do not guarantee continuous, uninterrupted access to our Service. Temporary service interruptions may occur due to maintenance, updates, or factors beyond our control. We shall not be liable for any Service unavailability.

21.3 Access Restrictions

We may, at times, limit or restrict access to certain parts or all of the Service for any users. These restrictions may be implemented for various reasons, including security concerns, operational needs, legal compliance, or other business reasons.

21.4 User Responsibility

It is your responsibility to stay informed about any changes or interruptions to our Service. We recommend checking our app regularly for updates and notifications.

22. Amendments to Terms

22.1 Right to Amend

We reserve the right to modify or update these Terms at any time, at our sole discretion. Any changes will take effect immediately upon being posted within the app or on our official website, unless otherwise stated.

22.2 Notification of Changes

We may, but are not obligated to, notify you of material changes to these Terms via in-app notification, email, or other reasonable means. However, it is your responsibility to review the Terms periodically. We recommend checking for updates at least once a month.

22.3 Acceptance of Changes

Your continued use of the Service after the revised Terms are posted constitutes your acceptance of the updated version. If you do not agree to the new Terms, you must cease using the Service immediately.

22.4 Effective Date

Revised Terms become effective upon posting, unless stated otherwise. The date of the latest update will be clearly indicated at the top of this document.

23. Waiver and Severability

23.1 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. No waiver shall be valid unless made in writing and signed by an authorized representative of the Company.

23.2 No Implied Waiver

A partial or one-time exercise of any right, or a delay in exercising it, does not prevent further or future enforcement of that or any other right.

23.3 Severability

If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a competent court:

- (a) The provision shall be modified to the minimum extent necessary to make it enforceable;
- (b) If modification is not possible, it shall be deemed severed only with respect to the relevant jurisdiction;
- (c) The remainder of the Terms shall continue in full force and effect.

23.4 Interpretation

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms.

24. Acknowledgement

By accessing or using the SayNotes application or related services, you confirm that:

- You have read and understood these Terms in their entirety;
- You agree to be legally bound by all provisions herein;
- You are of legal age and have the authority to enter into this agreement;
- You will comply with all applicable local, national, and international laws while using the Service;
- You accept the current version of the Terms and agree to any future updates posted in accordance with Section 22.

25. Contact Us

If you have any questions, concerns, or feedback regarding these Terms or our Service, please contact us at: support@saynotes.ai

We are here to assist you and value your input.