

## COCONOTE TERMS OF USE — v1.0

Effective Date: August 12, 2025

**PLEASE READ:** This Terms of Use agreement (“Terms”) is a legal contract between you and Coconote, LLC (“Coconote,” “we,” “us,” or “our”) governing your access to and use of the websites, desktop and mobile applications, and related services that link to these Terms (collectively, the “Service”). By accessing or using the Service, you agree (on behalf of yourself or the entity you represent) to be bound by these Terms and our Privacy Policy, and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). If you do not agree, do not access and/or use the Service.

**ARBITRATION & CLASS ACTION WAIVER NOTICE: EXCEPT FOR CERTAIN DISPUTES DESCRIBED IN SECTION 12, YOU AGREE THAT DISPUTES BETWEEN YOU AND COCONOTE WILL BE RESOLVED BY BINDING, FINAL, INDIVIDUAL ARBITRATION UNDER THE AAA CONSUMER ARBITRATION RULES AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.**

**UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST COCONOTE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

### 1. Eligibility and Accounts

**1.1 Age.** The Service is not available to users under 13 years old. If you are between 13 and 18 (or the age of majority where you live), you may use the Service only with the consent of a parent or legal guardian who agrees to these Terms on your behalf.

**1.2 Registration; Account Security.** You must provide accurate information and keep it updated. You are responsible for any activity that occurs under your account and for keeping your password and authentication methods secure. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. Coconote cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**1.3 Organization/Workspace Accounts.** If you create or join an organization or workspace (an “Organization”), the Organization (not you) controls that account and the data within it. The Organization may manage, access, suspend, or terminate your access and may set policies that apply to your use. If your email domain is owned or managed by an Organization, we may migrate your account and related content to that Organization. Content created or stored in an Organization account is owned by that Organization.

**1.4 Third-Party Services.** The Service may allow you to connect third-party accounts or services (e.g., Zoom, Google Drive). You authorize us to access, process, and transfer

information from those services as reasonably necessary to provide and improve the Service. Third-party services are not under our control, and Coconote is not responsible for any third-party services. Coconote provides access to these third-party services only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party services. You use all third-party services at your own risk, and should apply a suitable level of caution and discretion in doing so. When you use any of the third-party services, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigations you feel necessary or appropriate before proceeding with any transaction in connection with such third-party services.

## 2. Access to the Service

2.1 License. Subject to these Terms, Coconote grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Service solely for your own personal, noncommercial use.

2.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed within the Service; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service; (c) you shall not access the Service in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Service shall be subject to these Terms. All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained on all copies thereof.

2.3 Modification. We reserve the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service or any part thereof.

2.4 No Support or Maintenance. You acknowledge and agree that Coconote will have no obligation to provide you with any support or maintenance in connection with the Service.

2.5 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Service and its content are owned by Coconote or Coconote's suppliers. Neither these Terms (nor your access to the Service) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Coconote and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

## 3. Fees and Subscriptions

3.1 Subscriptions. Certain features are offered on a paid subscription basis (“Subscription”). Unless otherwise stated, Subscriptions automatically renew for successive terms of the same length and price then in effect until canceled.

3.2 Billing & Cancellation. If you purchase through our website, you can cancel in your account settings; if you purchase through a mobile platform (e.g., Apple App Store or Google Play), you must cancel through that platform. Cancellation takes effect at the end of the then-current billing period. Fees are non-refundable except as required by law.

3.3 Trials, Changes & Taxes. Free trials may convert to paid Subscriptions unless canceled before the trial ends. We may change prices or features prospectively with notice where required. Applicable taxes may be charged.

3.4 Delinquency. We may suspend or terminate access for unpaid amounts; you remain responsible for fees through the applicable term.

#### 4. User Content; Rights and Responsibilities

4.1 Definitions. “User Content” means content you upload, record, submit, or otherwise make available through the Service (e.g., audio, transcripts, notes, documents, images, and metadata).

4.2 Ownership. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. By uploading User Content to the Service, you represent and warrant to Coconote that you are authorized to upload such User Content. You hereby represent and warrant that your User Content does not violate Section 4.6 or 4.7. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Coconote. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates Section 4.7. Coconote is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

4.3 Limited License. You hereby grant (and you represent and warrant that you have the right to grant) to Coconote an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, for the purposes of including your User Content in the Service. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

4.4 Deletion. You may delete User Content from your account. Deleted content may remain in a trash or backup state for a limited period, after which it is permanently deleted and cannot be restored, except where we are required to retain it by law or for legitimate business purposes (e.g., fraud prevention, accounting).

4.5 Sharing & Access Controls. The Service may allow you to share User Content or outputs with others, including via links or collaboration features. While we offer settings intended to limit access, we cannot guarantee that shared content will remain restricted. You are responsible for your sharing decisions and for any third-party use of content you share.

4.6 Recording Compliance. The Service may enable you to record or upload audio or conversations. Recording, eavesdropping, and consent laws vary by jurisdiction. You are solely responsible for providing any legally required notices and obtaining all necessary consents from participants before recording or uploading any audio, and for ensuring your use complies with applicable law.

4.7 Acceptable Use. You agree not to: (a) copy, scrape, reverse engineer, or misuse the Service; (b) upload unlawful, infringing, or harmful content; (c) interfere with or disrupt the Service; (d) attempt to bypass security or limits; (e) use the Service for any paid transcription workflow or as a component of a commercial product or service without our prior written consent; or (f) violate any applicable law, including privacy, intellectual-property, and recording-consent laws.

4.8 Feedback. If you provide us with any suggestions or ideas regarding the Service (“Feedback”), you hereby assign to us all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner we deem appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to Coconote any information or ideas that you consider to be confidential or proprietary.

4.9 Enforcement. We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate Section 4.6 or 4.7 or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content and/or terminating your account.

## 5. Privacy; Data Use; Model Training

5.1 Privacy Policy. Our collection and use of personal data are described in our Privacy Policy (incorporated by reference).

5.2 Usage Data; Aggregated/Deidentified Data. We may collect usage, diagnostic, and technical telemetry and may create aggregated and/or deidentified data to operate, analyze, and improve the Service and our models. Aggregated/deidentified data will not identify you.

5.3 Model Improvement (Customer Content). We do not use your User Content to train our models unless you (or your Organization) opt in via product settings or a separate agreement. However, our third party vendors may use your User Content to train their models.

## 6. AI-Generated Outputs & Professional Use

6.1 AI Outputs. AI-generated outputs may be inaccurate, incomplete, biased, or inappropriate. You are responsible for reviewing outputs, exercising judgment, and applying human oversight before relying on them.

6.2 No Professional Advice. The Service does not provide legal, medical, financial, or other professional advice. You should obtain professional advice before relying on outputs for such purposes.

## 7. DMCA

7.1 DMCA Agent. We respect intellectual-property rights. If you believe your work has been used in a way that constitutes infringement, please send a notice that meets 17 U.S.C. §512(c)(3) to our DMCA Agent at: support@coconote.app. Your notice should include your physical or electronic signature, identification of the copyrighted work claimed to be infringed and the material that is claimed to be infringing, your contact information, a statement of good-faith belief, and a statement under penalty of perjury that your notice is accurate and that you are authorized to act on behalf of the copyright owner.

7.3 Counter-Notice. If you believe material was removed or disabled by mistake or misidentification, you may send a counter-notice as permitted by the DMCA.

7.4 Repeat Infringers. We may terminate accounts of repeat infringers in appropriate circumstances.

## 8. Updates to Terms

We may update these Terms by posting the updated version with a new Effective Date; continued use of the Service after the Effective Date constitutes acceptance of the updated Terms.

## 9. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COCONOTE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## 10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COCONOTE NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF COCONOTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION AND/OR THE SERVICE), WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO COCONOTE FOR THE SERVICE IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY, OR (B) \$100. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 11. Indemnification

You hereby agree to defend, indemnify, and hold harmless Coconote and its affiliates, officers, members, managers, employees, representatives and agents from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your User Content, your use of the Service, or your violation of these Terms or applicable law (including, but not limited to, your violation of Section 4.6, 4.7 and 6). Coconote reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Coconote. Coconote will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 12. Dispute Resolution; Arbitration; Class Waiver

**12.1 Informal Resolution.** Before filing a claim, you and Coconote agree to try to resolve the dispute informally. Send a written notice of the dispute, including your name, contact information, a description of the dispute, and the relief sought, to [support@coconote.app](mailto:support@coconote.app). If we cannot resolve the dispute within 60 days, either party may start arbitration.

**12.2 Arbitration Agreement. Binding Arbitration.** You and Coconote agree to resolve any claims or disputes arising out of or relating to these Terms or the Service by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect (the "AAA Rules"), except as provided in Section 11.3. The Federal Arbitration Act governs this agreement to arbitrate.

12.3 Exceptions. Either party may (a) bring an individual claim in small claims court with jurisdiction; and (b) seek temporary or preliminary equitable relief in court to protect intellectual-property rights or prevent unauthorized access to or use of the Service, pending final determination by the arbitrator.

12.4 Procedures. The arbitration may be conducted by phone, video, or based on written submissions; if an in-person hearing is required, it will occur in the county (or parish) where you live, unless we agree otherwise. The AAA Rules are available at [www.adr.org](http://www.adr.org). The arbitrator will have exclusive authority to resolve disputes regarding the interpretation, applicability, enforceability, or formation of this Arbitration Agreement.

12.5 Class Action Waiver. YOU AND COCONOTE AGREE THAT EACH MAY BRING CLAIMS ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

12.6 Opt-Out. You may opt out of this Arbitration Agreement within 30 days of first accepting these Terms by sending a written opt-out notice to [support@coconote.app](mailto:support@coconote.app) with the subject line "Arbitration Opt-Out." Your notice must include your name, the email address associated with your account, and a statement that you want to opt out of arbitration.

12.7 Fees and Awards. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

12.8 Severability; Survival. If any portion of this Section 12 is found unenforceable, the unenforceable portion shall be severed and the remainder will remain in effect. This Section 12 will survive termination of your account and these Terms.

### 13. Termination; Suspension

We may suspend or terminate your access to the Service (in whole or in part) at any time, with or without notice, for any reason at our sole discretion, including if we believe you have violated these Terms or applicable law, or to protect the Service or other users. You may stop using the Service at any time. Upon termination of your rights under these Terms, your account and right to access and use the Service will terminate immediately. You understand that any termination of your account may involve deletion of your User Content associated with your Account from our live databases. Coconote will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your account or deletion of your User Content. Sections that by their nature should survive termination will survive and remain in full force and effect (including Sections 1.4, 2.5, 4-7 and 9-14).

### 14. Electronic Communications; Notices; Miscellaneous

14.1 Electronic Communications. You consent to receive communications from us electronically, including emails, in-product messages, and postings on the Service, and you agree that such communications satisfy any legal requirements for written communications.

14.2 Notices & Communications. For support or general notices, contact [support@coconote.app](mailto:support@coconote.app). For legal disputes and arbitration notices, contact [support@coconote.app](mailto:support@coconote.app). DMCA notices should be sent to [support@coconote.app](mailto:support@coconote.app). We may provide notices to you via email, in-product messages, or by posting to the Service. We may also send operational communications, including verification or security messages (e.g., SMS for two-factor authentication) and push notifications; standard carrier charges may apply. You may opt out of promotional emails via the unsubscribe link in those emails; you will continue to receive operational and transactional messages.

14.3 Export Controls. You may not use or access the Service in violation of U.S. export control or sanctions laws.

14.4 Assignment. You may not assign these Terms without our prior written consent. We may freely assign these Terms without notice.

14.5 Governing Law; Venue. These Terms are governed by the laws of the State of Delaware, excluding its conflict-of-laws rules, and applicable U.S. federal law. Except for small claims and equitable relief as permitted in Section 12.3, the state and federal courts located in New Castle County, Delaware shall have exclusive jurisdiction for any court proceedings, and you consent to personal jurisdiction there.

14.6 Severability; Waiver. If any provision of these Terms is found unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force. Our failure to enforce any right is not a waiver.

14.7 Force Majeure. We are not liable for delays or failures due to events beyond our reasonable control.

14.8 Entire Agreement. These Terms constitute the entire agreement between you and Coconote regarding the Service and supersede prior or contemporaneous agreements on the subject.

14.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.

Contact  
Coconote, LLC  
[support@coconote.app](mailto:support@coconote.app)