

Terms of Use

Effective Date: 10 November 2024

By downloading, registering, or using GetNote AI (the “App”), you (the “User”) agree to comply with these Terms of Use (“Terms”) and any other legal agreements applicable to the App. These Terms create a legally binding agreement between you and Skyland Bilgi Teknolojiler A.Ş. (“Skyland”). Please read these Terms carefully.

1. Acknowledgement

You and the User acknowledge that these Terms are concluded between you and the User only, and not with Apple. Skyland, not Apple, is solely responsible for the App and the content thereof. These Terms do not conflict with the Apple Media Services Terms and Conditions as of the Effective Date, which you acknowledge you have had the opportunity to review.

2. Scope of License

The license granted to the User for the App is a non-transferable license to use the App on any Apple-branded products that the User owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions. This includes access and use by other accounts associated with the purchaser via Family Sharing or volume purchasing.

3. Service Scope

The App provides a service that allows Users to submit media files (audio, video, and documents) for processing and generation of summarized notes, transcriptions, and answers to queries regarding the content (collectively, the “Services”). Users may use generated content for both commercial and non-commercial purposes, subject to compliance with these Terms.

4. User Responsibilities and Content Ownership

Users retain ownership of all content (notes, transcriptions, answers) generated by the App based on their input files. Users may modify, share, or redistribute this content but are solely responsible for ensuring it complies with applicable laws and respects third-party rights.

Users must not upload illegal, offensive, violent, harassing, or sexually explicit material. Skyland reserves the right to disable access to any content that violates these Terms.

5. Maintenance and Support

Skyland is solely responsible for providing any maintenance and support services with respect to the App, as specified in these Terms or required under applicable law. You and the User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

6. Warranty

Skyland is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, the User may notify Apple, and Apple will refund the purchase price for the App to that User. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Skyland's sole responsibility.

7. Data Processing and Privacy

The App processes personal data, including User-uploaded media files, in a secure cloud environment accessible only by the User. Skyland partners with OpenAI and Google, and Users agree to their data handling terms when using the App.

8. Product Claims

You and the User acknowledge that Skyland, not Apple, is responsible for addressing any claims of the User or any third party relating to the App or the User's possession and/or use of the App. This includes, but is not limited to:

- Product liability claims
- Claims that the App fails to conform to any applicable legal or regulatory requirement
- Claims arising under consumer protection, privacy, or similar legislation, including the App's use of HealthKit or HomeKit frameworks

9. Third-Party Services Disclaimer

The App uses third-party services, specifically OpenAI and Google. Skyland does not guarantee the accuracy, reliability, or completeness of content generated by these services. All content generated by the App is intended for informational purposes only, and Skyland disclaims all liability for reliance on content produced by the App.

10. User Content License and Responsibilities

You grant Skyland a non-exclusive, royalty-free, sublicensable, and worldwide license to use, modify, reproduce, and display User Content solely for operating, improving, and customizing the App. This does not grant Skyland ownership over your content but allows necessary access for App functionality and improvements.

Skyland disclaims all responsibility and liability for User Content, which remains under User control. You agree to indemnify Skyland against claims arising from your use of User Content.

11. Legal Compliance

The User represents and warrants that:

- They are not located in a country subject to a U.S. Government embargo or designated as a “terrorist supporting” country.
- They are not listed on any U.S. Government list of prohibited or restricted parties.

12. Liability Limitations and Disclaimer

a. No Warranty on Services

The App is provided “as-is” and without warranty of any kind. Skyland does not guarantee the accuracy of generated results, uninterrupted service, or reliable integration with third-party services.

b. Limited Responsibility

Skyland cannot guarantee continuous availability or uninterrupted functionality of the App. Users accept responsibility for any charges related to mobile network use, including data and roaming fees.

c. Device Security and Connectivity

Users are responsible for ensuring their devices are secure, charged, and connected to the internet. Skyland is not liable for issues arising from device incompatibility, security vulnerabilities, or connectivity issues affecting the App’s functionality.

13. Subscription and Refund Policy

The App offers weekly, monthly, and yearly subscription plans. Purchases are processed through the Apple App Store or Google Play Store.

Refund Policy and Right of Withdrawal:

- **Weekly Subscriptions:** Refundable within the first 3 days. By purchasing a weekly subscription, you waive your right to withdraw from the contract once the service is fully performed within the subscription period.
- **Monthly and Yearly Subscriptions:** Refundable within the first 7 days. You waive the right of withdrawal upon full service completion.

Users are advised to review the respective store's refund policies regarding in-app purchases.

14. Third-Party Terms of Agreement

The User must comply with applicable third-party terms of agreement when using the App. For example, VoIP applications must not violate wireless data service agreements when in use.

15. Service Availability

Skyland may periodically update or maintain the App. Service interruptions may occur due to technical issues, and Skyland disclaims responsibility for temporary unavailability. Users are advised to download updates as needed to ensure compatibility.

16. Termination of Services

Skyland reserves the right to terminate access to the App for Users who violate these Terms, misuse the App, or engage in any behavior that poses a security risk. Upon termination, you must uninstall the App and cease all use.

17. Intellectual Property Rights

The App, including its trademarks, code, design, and intellectual property, belongs solely to Skyland. Users may not copy, modify, reverse engineer, or extract source code. Any unauthorized use of the App is a violation of intellectual property rights, subject to civil and criminal penalties.

18. Important Disclaimers

a. Content Disclaimer

Generated content might be incomplete, inaccurate, or misleading. Skyland does not guarantee accuracy, and content should not be used as sole advice, guidance, or information. Use at your own risk.

b. No Medical or Legal Advice

The App does not provide professional healthcare, legal, or financial services, and any information generated is not a substitute for professional consultation.

c. No Responsibility for Third-Party Services

Skyland is not responsible for any third-party services used within the App, including connectivity, functionality, or accuracy issues related to OpenAI and Google integrations.

19. Force Majeure

Skyland will not be liable for delays or failure in performance due to force majeure events, including but not limited to natural disasters, war, infrastructure outages, or other events beyond our control.

20. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of Turkey. Any disputes will be resolved in the courts of Istanbul (Çağlayan), Turkey. By agreeing to these Terms, Users waive any objection to this jurisdiction.

21. Modifications to Terms

Skyland reserves the right to modify these Terms at any time. Changes will be communicated by updating this document. Your continued use of the App after modifications constitutes agreement with the updated Terms.

22. Third-Party Beneficiary

You and the User acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms. Upon the User's acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against the User as a third-party beneficiary thereof.

23. Contact Information

For questions regarding these Terms, please contact us at:

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