

COHEARO

Terms of Service

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1. Welcome to Cohearo

These Terms of Service help ensure a safe and fair experience for everyone using our service. Like most online services, we include standard dispute resolution procedures (including mediation) to efficiently handle any issues that may arise.

2. Agreement to Terms

2.1 Acceptance

By accessing or using Cohearo (formerly known as Whisper Notes) ("Service"), you agree to be bound by these Terms of Service ("Terms"). If you disagree with any part of these terms, you do not have permission to access the Service.

2.2 Capacity to Accept

You represent and warrant that:

- You are at least 18 years old (or the age of majority in your jurisdiction)
- You have the legal capacity to enter into binding agreements
- You are not barred from using the Service under applicable law
- If accepting for an entity, you have authority to bind that entity

3. Service Providers

3.1 Legal Entities

This Service is jointly provided by **Cohearo** (RECHIA & MILOCO DESENVOLVIMENTO DE SOFTWARES LTDA) - CNPJ 65.175.527/0001-00

3.2 Contact Information

- **All matters:** contact@cohearo.com

4. Service Description

4.1 Beta Status

Cohearo is currently in **closed beta testing**, which means we're continuously improving the service based on user feedback. During this phase:

- We're actively refining features and adding new capabilities
- You may notice changes as we enhance the service
- We're working hard to maintain reliable service, though as with any beta software, occasional issues may occur

- We appreciate your patience as we perfect the experience

4.2 Service Features

The Service currently includes:

4.2.1 Web Dashboard

- Transcript viewing and management
- Keyword search functionality
- Account management

4.2.2 Desktop Applications (Windows/macOS)

- User-initiated microphone recording
- System audio capture (where permitted)
- Cloud-based transcription
- Prompt and settings management

4.2.3 Mobile Applications (iOS/Android)

- Microphone audio recording
- Cloud-based transcription
- Settings management

4.3 Service Limitations

The Service:

- Is NOT intended for professional transcription needs
- Does NOT guarantee accuracy or completeness
- Is NOT suitable for legal, medical, or critical use cases
- May NOT be available in all jurisdictions

5. Account Terms

5.1 Account Creation

- You must provide accurate and complete information
- You are responsible for maintaining account security
- One person or entity per account unless explicitly authorized
- You must immediately notify us of unauthorized access

5.2 Account Responsibilities

You are solely responsible for:

- All activity under your account
- Maintaining confidentiality of credentials
- All content uploaded or created through your account
- Compliance with these Terms

5.3 Account Suspension and Termination

We may immediately suspend or terminate your account if:

- You violate these Terms
- We suspect fraudulent, abusive, or illegal activity
- Required by law or court order
- The Service is discontinued
- You fail to accept updated Terms

6. Acceptable Use Policy

6.1 Permitted Use

You may use the Service only for lawful purposes and in accordance with these Terms.

6.2 Using the Service Responsibly

To maintain a safe and legal service for everyone, please:

6.2.1 Respect Privacy and Consent

- Only record conversations you have permission to record
- Respect intellectual property rights in any content you upload
- Avoid processing content that's illegal, harmful, or that you don't have authorization to transcribe

6.2.2 Use the Service Fairly

- Keep usage within reasonable limits to ensure the service remains available for all users
- Don't attempt to circumvent security measures or access restrictions
- Avoid using automated tools that could overwhelm our systems

6.2.3 Follow the Law and Be Respectful

- Comply with applicable laws and regulations in your jurisdiction

- Be honest about your identity and affiliations
- Respect other users and our team members
- Protect minors and respect privacy rights

6.3 Consequences of Violation

Violation may result in:

- Immediate account termination
- Legal action
- Reporting to law enforcement
- Liability for damages

7. User Content and Intellectual Property

7.1 Your Content

"Your Content" means any audio, text, or other materials you upload or create using the Service.

7.2 Ownership

- You retain ownership of Your Content
- We do not claim ownership of Your Content
- Transcriptions are derivative works of Your Content

7.3 Limited License for Service Operation

To provide our transcription service, you grant us permission to:

- Process your audio files to create transcriptions
- Temporarily store your content as needed to deliver the service
- Display your transcriptions back to you in our interface
- Use anonymized technical data (like file sizes and processing times) to improve our service

This permission is limited to providing you the service and ends when you delete your content. We never use your actual transcription content for any other purpose.

7.4 Your Warranties

You represent and warrant that:

- You own or have rights to Your Content
- Your Content doesn't violate third-party rights
- You have all necessary consents for recordings
- Your use complies with all applicable laws

7.5 Our Intellectual Property

The Service and its original content (excluding Your Content) remain our property and are protected by:

- Copyright laws
- Trademark laws
- Trade secret laws
- Other intellectual property rights

You may not use our trademarks without written permission.

8. Privacy and Data Processing

8.1 Privacy Policy

Your use is also governed by our Privacy Policy, incorporated by reference.

8.2 Data Processing Terms

8.2.1 Processing Locations

- Audio processing: Our servers (Curitiba, Brazil)
- Storage: MongoDB Atlas (São Paulo, Brazil)
- Infrastructure: AWS
- AI Services: Google Vertex AI and OpenRouter

8.2.2 Data Handling

- Audio files: Deleted after transcription
- Transcripts: Stored until you delete them
- We do NOT sell your data
- We do NOT use your data to train AI models

8.3 Consent

By using the Service, you explicitly consent to data processing as described.

8.4 Third-Party Services

We partner with trusted third-party services to provide transcription capabilities. While we choose our partners carefully, we cannot control their individual policies or actions.

9. Payment Terms

9.1 Current Pricing

The Service is currently FREE during beta phase.

9.2 Future Pricing

- We may introduce paid features or subscriptions
- Existing users will receive advance notice
- Continued use after pricing changes constitutes acceptance

9.3 No Refund Obligation

As a free service, no refunds apply. Future paid services will have separate refund policies.

10. Disclaimers and Warranties

10.1 Service Expectations

Like most technology services, Cohearo is provided "as is" and "as available." This means:

10.2 What to Expect

While we work hard to provide reliable service, we cannot guarantee:

- Perfect accuracy in all transcriptions (AI technology is continuously improving)
- Uninterrupted service availability (maintenance and updates are sometimes needed)
- Compatibility with all systems and configurations
- That the service will meet every specific need or use case

10.3 No Professional Services

THE SERVICE DOES NOT PROVIDE:

- Legal advice or services
- Medical transcription services
- Professional translation services
- Certified or official transcriptions

10.4 Your Assumption of Risk

You acknowledge and agree that:

- Use of the Service is at your sole risk
- You are solely responsible for any damage to your systems
- You are solely responsible for any loss of data
- Beta services inherently carry additional risks

11. Limitation of Liability

11.1 Reasonable Liability Limits

As a free beta service, our total liability is limited to the greater of:

- The amount you've paid us in the past 12 months (currently R\$0 during free beta)
- R\$100 (one hundred Brazilian Reais)

11.2 Types of Damages

Like most technology services, we cannot be responsible for:

- Business losses or lost profits
- Indirect consequences or damages
- Loss of data (though we work hard to prevent this)
- Service interruptions during maintenance or updates

11.3 Exceptions

These limitations may not apply to:

- Gross negligence or willful misconduct
- Death or personal injury (where applicable)
- Violations of mandatory consumer protection laws

11.4 Third-Party Services

We are not liable for any third-party services, including:

- Cloud infrastructure providers
- Large language model providers

12. Indemnification

12.1 Your Indemnification

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, and agents from any claims, damages, losses, and expenses (including legal fees) arising from:

- Your violation of these Terms
- Your violation of any law or third-party rights
- Your Content
- Your use of the Service
- Unauthorized recordings or transcriptions

- Any misrepresentation by you
- Actions of users under your account

12.2 Process

We will:

- Notify you of any claim
- Allow you to control the defense (with our approval of counsel)
- Cooperate in the defense

13. Force Majeure

We are not liable for failures or delays due to circumstances beyond our reasonable control, including:

- Natural disasters
- Wars or terrorism
- Labor disputes
- Government actions
- Internet or infrastructure failures
- Pandemic or epidemic
- Third-party service failures

14. Modifications

14.1 Changes to Terms

We may modify these Terms at any time. We will notify you by:

- Email to your registered address
- Prominent notice in the Service
- Requiring acceptance for continued use

14.2 Continued Use

Continued use after changes constitutes acceptance. If you disagree, stop using the Service.

14.3 Changes to Service

We may, without notice:

- Modify or discontinue features
- Impose limits on usage

- Restrict access to parts of the Service

15. Termination

15.1 By You

You may terminate by:

- Deleting your account
- Ceasing use of the Service
- Requesting account deletion via email

15.2 By Us

We may terminate immediately if:

- You breach these Terms
- Required by law
- The Service is discontinued
- Continued provision would create liability

15.3 Effects of Termination

Upon termination:

- Your right to use the Service ceases immediately
- We may delete Your Content (subject to legal requirements)
- Sections that should survive will continue to apply

15.4 Surviving Provisions

The following survive termination:

- Intellectual property rights
- Indemnification obligations
- Liability limitations
- Dispute resolution provisions
- Any other provisions that should reasonably survive

16. Dispute Resolution

16.1 Governing Law

These Terms are governed by Brazilian law, specifically the laws of the State of Paraná.

16.2 Let's Talk First

We believe most issues can be resolved through conversation. Before any formal proceedings, please reach out to us at contact@cohearo.com so we can work together to find a solution.

16.3 Resolving Disputes Together

If we can't resolve an issue through direct conversation, we use mediation as a fair and efficient way to settle disputes:

- Mediation provides a neutral forum for resolution
- It's typically faster and less expensive than court proceedings
- Mediation will be conducted in Curitiba, Paraná under Brazilian law
- We'll work together to select a qualified mediator

16.4 When Court Proceedings Apply

Some matters can still go to court, including:

- Small claims court cases (where applicable)
- Cases involving intellectual property violations
- Other cases where mediation isn't legally appropriate

16.5 Individual Resolution

Disputes are handled individually rather than as part of class actions. This allows for more personalized attention to your specific situation.

16.6 Jurisdiction

For non-mediated claims, exclusive jurisdiction is in the courts of Curitiba, Paraná.

17. Additional Legal Terms

17.1 Entire Agreement

These Terms and our Privacy Policy constitute the entire agreement between you and us.

17.2 Assignment

- You may not assign your rights without our written consent
- We may assign our rights to successors or affiliates

17.3 Severability

If any provision is unenforceable, the remaining provisions continue in effect.

17.4 Waiver

No waiver is effective unless in writing and signed by the waiving party.

17.5 Notices

Legal notices must be sent to:

- **To us:** contact@cohearo.com
- **To you:** Your registered email address

17.6 Relationship

Nothing creates a partnership, joint venture, employment, or agency relationship.

17.7 Language

These Terms may be translated, but the Portuguese version controls in case of conflicts.

17.8 Interpretation

- Headings are for convenience only
- "Including" means "including without limitation"
- "Or" is inclusive, not exclusive

18. Special Provisions for Minors

18.1 Age Requirement

The Service is not intended for users under 18 years old.

18.2 Parental Responsibility

Parents/guardians are liable for minor's unauthorized use.

19. Accessibility

We strive for accessibility but do not guarantee compliance with all accessibility standards during beta.

20. Government Users

If you are a government entity, special terms may apply. Contact us for government-specific terms.

21. Contact Information

Company Cohearo

Legal name RECHIA & MILOCO DESENVOLVIMENTO DE SOFTWARES LTDA

CNPJ: 65.175.527/0001-00

Email: contact@cohearo.com

Address: Rua Visconde do Rio Branco, 1488, Conj. 909 - Andar 09

Condomínio Universe Life Square - Bloco Comercial - Centro, Curitiba - PR

**BY USING COHEARO, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD,
AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.**