

ClamNotes Terms of Use

Version 1.9, effective [LAUNCH DATE]

Last updated: 20 October 2026

These Terms of Use (the "Terms") are the agreement between you and [COMPANY LEGAL NAME] ("we", "us") about the ClamNotes app for iPhone, iPad and Mac ("ClamNotes" or the "app"). They are also the end user licence agreement (EULA) for the app. Please read them together with the ClamNotes Privacy Policy, which explains how personal data is handled.

The short version

This summary helps you find your way around. It does not replace the full Terms below.

- ClamNotes records your classes, turns speech into text and uses AI services to write notes, also from the files you add, and with the Pro plan, study sets to practise with.
- To write notes, ClamNotes sends your transcripts, what is read from the files you add, the photos of the board you take, and at the Max quality level also the audio, to AI providers outside the EU. We ask for your permission first, and you can withdraw it in Settings.
- AI makes mistakes. Always check important points, including the fact check and the exam hints.
- Only record or photograph people, or add recordings of them, with the permission the law and your school require, and only add files you have the right to use. Use recordings, photos, files and notes for your own study only.
- Paid plans are bought through Apple, or on our website through our reseller, Lemon Squeezy. They renew automatically until you cancel where you bought them. On the website you buy a licence key, which you activate in ClamNotes for Mac; it then counts on all your devices signed in to the same Apple Account.
- You must be 18 or older to use ClamNotes.
- If you live in the EU, the EEA or the UK, the consumer rights of your country always apply to you.

1. Who we are

ClamNotes is provided by:

- [COMPANY LEGAL NAME]
- Registered address: [REGISTERED ADDRESS]
- Company registration number: [COMPANY REGISTRATION NUMBER]
- VAT number: [VAT NUMBER]
- Email: [CONTACT EMAIL]
- Phone: [CONTACT PHONE NUMBER]

Send any questions, complaints or claims about ClamNotes to the contact details above.

2. Agreeing to these Terms

You accept these Terms when you tap to agree to them in the app, or when you use ClamNotes after they have been shown to you. If you do not agree, please do not use ClamNotes.

Some parts of ClamNotes need extra permission from you, for example sending recordings and transcripts to AI providers. We ask for that permission separately in the app. Agreeing to these Terms does not by itself give that permission.

3. Who can use ClamNotes

You must be at least 18 years old to use ClamNotes. By accepting these Terms, you confirm that you are.

ClamNotes relies on AI services whose own terms allow their use only by adults. For this reason, we cannot offer ClamNotes to anyone under 18 at present. If you are under 18, please do not use ClamNotes.

4. Your licence to use the app

We give you a personal, non-exclusive, non-transferable licence to use ClamNotes on any Apple-branded device that you own or control, as allowed by the Usage Rules in the Apple Media Services Terms and Conditions. Other accounts linked to the purchaser through Family Sharing or volume purchasing may also use the app, as those rules allow. If you download ClamNotes for Mac from our website, the same licence applies to that copy on any Mac that you own or control; the Usage Rules do not apply to it.

You may not, except where the law allows it in spite of this:

- copy, change, translate or make derivative works of the app;
- decompile, reverse engineer or try to extract its source code;
- rent, lend, sell, sublicense or distribute the app;
- share a licence key bought on our website with other people, or activate it for anyone but yourself;
- remove or hide any notices of ownership in the app;
- get around usage limits, security features or technical protections of the app;
- use the app to build a competing product or service.

We and our licensors keep all rights in the app that are not expressly given to you. The app includes open-source components, which are licensed under their own licences. Transcription on the device uses FluidAudio (Apache License 2.0) and WhisperKit (MIT License). The visuals of notes use KaTeX (MIT License) to set formulas, and Pyodide (Mozilla Public License 2.0), with the Python interpreter and its standard library (Python Software Foundation License), to run programs. They are included unchanged, and their source code is available from their publishers. The speech models that ClamNotes includes or downloads are NVIDIA's Canary 1B v2, Moondream's Parakeet Ultra, which is based on NVIDIA's Parakeet TDT 0.6B v3 (both under the Creative Commons Attribution 4.0 licence), and OpenAI's Whisper large-v3 (MIT License; tokenizer files: Apache License 2.0), each converted by others to run on Apple devices. The notices and licences of all of these are in the app (Settings, About, Acknowledgements) and at <https://clamnotes.app/acknowledgements>.

5. What ClamNotes does

ClamNotes lets you record a class with the microphone of your iPhone or Mac, also when you use another app. On the iPhone it also records with the screen off, and shows the recording on the Lock Screen while it runs. It turns speech into text (transcription) and, when you stop, writes a structured note: a summary, sections, to-dos, open questions and, depending on your settings, corrections from a fact check and points for a school-leaving exam.

With the Plus or Pro plan, you can turn on Visuals. While you record, you can then take photos of the board, which go to the AI with the transcript. After the note, the AI also makes the visuals, which the app draws: graphs and formulas with sliders, figures you can move, charts, mind maps, timelines, step-by-step solutions and short Python programs that you can run and change on your device. Graphs, charts, figures and programs may show an example that the AI chose to illustrate what was taught, and the app marks them as examples.

On every plan, you can add files to a note while you record, or make a note from files alone: PDFs, Word and OpenDocument documents, PowerPoint and OpenDocument presentations, spreadsheets, text files, images, and audio and video files. The app reads them on your device and transcribes audio and video files on your device. It keeps documents and images with the note, and of an audio or video file only its transcript. What is read from the files goes to the AI with the transcript, if there is one, and any instructions you write.

With the Pro plan, you can make study sets in Study. From the written notes you choose (not their transcripts), any files you add and your instructions about the test, the AI writes one note to study from, with its visuals, flashcards, a quiz and a practice test. If you ask, the AI marks your open answers in a practice test and explains its marks; the app marks multiple-choice and true-or-false answers itself. The app also gives a short answer its points itself when it matches the model answer exactly; such an answer is not sent to the AI. Your progress, such as the cards you know and your test attempts, is stored on your device and in your iCloud.

How much of this happens on your device and how much is done by outside services depends on the quality level and settings you choose. The Privacy Policy explains, for each quality level, exactly what leaves your device.

ClamNotes comes with a speech recognition model inside it (about 0.6 GB), so on-device transcription works right after installing. Depending on your class language and your device, it may download more models (one to several gigabytes) from Apple or Hugging Face. This uses your internet connection and storage space.

Your notes, with their photos, files and visuals, and your study sets, are stored on your device and, if iCloud is turned on for ClamNotes, synced through your own iCloud account between your iPhone and your Mac, together with what each device has used of your plan's allowance. You can share or export notes as text, PDF or Word documents. You can also share notes and study sets with someone who has ClamNotes (Share ClamNote): they go as a link, with what was read from their files, or, when no link can be made, as a ClamNote file, which also holds the files themselves. A link holds the key that opens the notes: anyone who has it can open them for 30 days, so share it only with the people you choose. The notes are encrypted on your device, and our server keeps them only in that form. You can stop sharing a link at any time in the app (Settings, About, Privacy & data), which deletes its notes from our server at once. Anyone who opens a link can report it to us with "Report this note" on its page. We review reports, and we may remove a link reported for illegal content or abuse. Because ClamNotes has no accounts, we cannot tell the person who shared it, so such a link is removed without notice.

The Mac app proves to our server that it is a genuine copy of ClamNotes with Apple's App Attest, as the iPhone app does, where the Mac supports it. On a Mac that does not, it connects to our server through the ClamNotes app on your iPhone instead (the iPhone app leaves a link for it in your private iCloud), or with a licence key bought on our website (section 11). To write notes on such a Mac, you therefore need to open the ClamNotes app at least once on an iPhone signed in to the same Apple Account, or to activate a licence key. Your iPhone, iPad and Mac share one allowance, and the plan of a licence activated on the Mac, when they use the same iCloud account.

6. AI features and outside AI providers

ClamNotes uses outside AI services to repair misheard words, write notes, make study sets, mark practice answers, check facts and, if you use them, search the web and read official exam requirements. At the time these Terms were last updated, these services are:

- Anthropic, whose Claude Haiku 5.5 model writes the notes, their visuals and study sets, and marks practice answers, and which runs web searches and reads web pages for it, only on the websites ClamNotes allows;
- OpenRouter, an AI routing service, which passes the audio on to OpenAI at the Max quality level;
- OpenAI, whose GPT Transcribe model transcribes the audio at the Max quality level.

What this means for you:

- Before ClamNotes sends anything to these services for the first time, we ask for your permission and tell you what is sent and to whom. At the Max quality level the app sends audio, with files what is read from them, and with Visuals the photos of the board you take. We ask for your permission for that too.
- You can withdraw your permission at any time in the app's Settings. After that, ClamNotes will not send anything more, but it also cannot write notes, repair transcripts or check facts. Features that work only on your iPhone stay available to the extent the app offers them.
- If we add or change a provider, we will update the Privacy Policy and, where the change affects what you agreed to, ask for your permission again.
- The outside services have their own terms and policies. You agree not to use ClamNotes in a way that breaks the usage policies of these providers, for example to create illegal or harmful content.

7. AI-generated content can be wrong

Notes, summaries, repaired transcripts, fact-check corrections, exam points, study sets, flashcards, quizzes, practice tests and the marks of practice answers in ClamNotes are generated automatically by AI. Every note carries a line saying that it was written by AI and can contain mistakes, also when you share or export it, and exported PDF and Word files are marked as AI-generated in their properties. Please keep in mind:

- Transcription can mishear words, names, numbers and technical terms.
- AI can leave out important points, misunderstand what was said, or state things that are not true.
- The fact check can itself be wrong, both when it corrects something and when it does not.
- Exam points are based on the exam boards' official requirements: copies we keep for each exam and subject where the exam board allows it, or documents the AI reads on the exam board's website. A document may be outdated or the wrong one for your school, and the AI may read it incorrectly. The official requirements and your teachers always come first.
- Web search results come from third-party websites that we do not control.

- The visuals can be wrong too: a graph, figure, chart or program may not match what was taught, and an example the AI chose is not part of the class. Programs run only on your device, and their results depend on the code, which you can change.
- What is read from a file can be incomplete or wrong: text in pictures, handwriting, tables and complex layouts may be read badly, and a long file may be shortened.
- Flashcards, quizzes and practice tests may contain wrong questions or answers, and may not match what your test or exam will ask. The marks and feedback the AI gives your answers can be wrong too. They are practice feedback for your own use only: not an assessment, grade or certification of what you have learned, and they do not replace the assessment of your teachers or of an exam board.

ClamNotes is a study aid. It is not a replacement for attending classes, your own notes, textbooks or advice from your teachers. It does not give professional advice of any kind, for example medical, legal or financial advice. Check anything important before you rely on it, especially before exams.

When using notes for schoolwork, follow your school's rules on AI. Do not hand in AI-generated content as your own work where your school does not allow this.

8. Recording other people

ClamNotes records everyone who can be heard, such as your teacher and classmates. Photos you take with ClamNotes, and files you add, can show people or contain their voices or other personal data too. Recording people and using what they said is governed by law in most countries, including privacy, data protection and copyright law, and in some places by criminal law. You are responsible for following these rules. In particular, you agree that:

- You will only record a class when you have the permission you need. As a rule, ask the teacher or lecturer before you record, and let the people around you know that you are recording. In some countries and US states, recording a conversation without everyone's consent is a crime.
- You will follow your school's or university's rules, including rules on phones in class and on recording lessons. Many schools do not allow phones in class at all. In Hungarian schools, for example, phones must be handed in at the start of the school day, and may be used in class only with the permission of the head teacher or a teacher.
- You will stop recording when someone asks you to, and you will not record secretly.
- You will photograph only the board and the teaching materials shown in class, not people, unless they agree, and you will follow your school's rules on taking photos.
- You will not record private conversations, breaks, meetings you are not part of, or situations where people expect privacy.
- When you add a recording as a file (an audio or video file), you must have had the consent the law requires for that recording and for using it in this way. The rules of this section apply to it as to recordings made with ClamNotes.
- You will not add files with other people's personal data, such as their names, contact details, photos or results, unless you have a legal basis for it, for example their consent, or because the data is part of materials you were given to study with.
- You will use recordings, photos, files, transcripts and notes only for your own personal study. You will not publish them, post them online or share them with others, except where the law and the people concerned allow it.
- You understand that lectures, presentations and teaching materials are usually protected by copyright. Your teacher or the school may own rights in them. The private-copy exception in copyright law often

does not cover recording a lecture, so ask the teacher first. You may never make a recording of a lecture, or notes that reproduce it, public.

- You will not use ClamNotes to monitor, profile or collect information about other people.

If you break these rules, you may be legally responsible to the people you recorded. Where the law allows, we may suspend your use of ClamNotes as described in section 16.

9. Acceptable use

You agree not to use ClamNotes:

- in a way that breaks any law or the rights of others;
- in situations where recording is prohibited, for example in exams, in courts or where signs say so;
- to record health consultations, therapy sessions or other confidential conversations of other people;
- to create, spread or promote illegal, harmful, hateful or violent content, or sexual content involving minors;
- to cheat in exams or to break academic integrity rules;
- to assess, mark or grade other people, such as students, or to evaluate their learning outcomes;
- to overload, disrupt, probe or attack the app or the services it uses, or to get around usage limits;
- by automated means, or to resell or give others access to the AI features;
- in a way that breaks the terms of third parties that apply to you, such as your mobile network agreement or Apple's terms.

10. Your content

Your content is what you record, add and create with ClamNotes: transcripts, photos of the board, files, notes and their visuals, study sets with your answers and progress, subjects, instructions and settings. As between you and us, you keep all the rights you have in your content. We do not claim ownership of it.

You may only add files that you have the right to use in this way: for example your own work, the handouts and materials your teachers gave you to study with, or other materials you are allowed to use. Textbooks, slides, handouts and other materials are usually protected by copyright. Do not share files, or notes and study sets that reproduce other people's copyrighted material, with Share ClamNote or a link, beyond what the law or the rights holder allows.

You allow us, and the providers named in the Privacy Policy acting for us, to process your content only as far as needed to provide the features you use. We do not use your content to train AI models, and we have set up our AI model providers so that they do not use it for training either.

We do not store your content on servers of our own, and we cannot see your notes. The only exception is notes you share as a link: our server keeps them encrypted, without being able to read them, for 30 days or until you stop sharing them (section 5). Requests to the AI pass through our relay without being kept. Your notes are stored on your device and, if you use iCloud, in your private iCloud storage, which only you can access. Keep your own copies of important notes by exporting them. We cannot restore notes that you or iCloud have deleted.

Where the law gives rights in AI-generated notes, those rights belong to you, as between you and us. AI may produce similar notes for other users, and nobody gets exclusive rights in content that is not original. Rights of other people, such as a teacher's copyright in a lecture or an author's in a file you add, are not affected.

11. Plans, usage limits and payment

ClamNotes may offer a free plan and paid subscription plans. The plan screen in the app shows the current plans before you buy, including:

- the name of each plan and what it includes, such as Visuals in Plus and Pro, and Study in Pro;
- the quality levels available, and the most recording time the monthly allowance holds at each level, for each billing period;
- the price, including taxes where applicable, and the length of the billing period;
- any free trial or introductory offer, and when it ends.

The details shown on the plan screen when you buy are part of these Terms for your subscription.

Usage limits:

- The allowance is counted per billing period, by what each request to the AI costs: a higher quality level, longer recordings, many short notes and Visuals use more of it, visuals made again later too. Notes made with or from files count on every plan, like any note; study sets, their practice and the marking of answers count too. The recording times on the plan screen are the most it holds, with one note an hour. On the free plan, it is counted per month from the day you chose the plan, unless the plan screen says otherwise.
- Unused allowance does not carry over to the next period.
- In slow mode, a note waits in the AI provider's queue and is usually ready within an hour, at most within a day. It uses half as much of the allowance as the same note otherwise, apart from transcription online at the Max quality level, and its fact check does not search the web. If a note is not ready within three days, it is not written, and you can write it again.
- When you reach the limit, new notes stop. A note that was already being written can usually still be finished, within three hours of its start and up to a quarter beyond the allowance. You can upgrade, or wait for the next period.
- Against abuse, there is also a daily spending limit for each person, well above normal use: all copies of the app on one iCloud account count together. If it is reached, their AI features stop until the next day (UTC), also for a note being written.
- During a test before ClamNotes is sold, for example through Apple's TestFlight, we may give a plan free of charge, with its allowance counted from the day you start. In the current test, this is Pro: every quality level, Max included, Visuals and Study. It can't be changed during the test, nothing is charged, and when the allowance is used up, new notes stop until the next period. Features offered during a test may be a beta: they may change or stop, and what they use comes from the same allowance.
- Plans are for one person's normal personal study use (fair use). If use goes far beyond that, for example sharing one subscription among many people or automated use, we may first contact you and then limit the use as described in section 16.

Buying through Apple:

- Subscriptions are bought through Apple's In-App Purchase and charged to your Apple Account. Apple sells them on our behalf and processes the payment; in the EU, the seller of record is Apple Distribution International Ltd. Apple's terms apply to the purchase.
- A subscription renews automatically at the end of each billing period for the same length and price, unless you turn off auto-renewal at least 24 hours before the end of the current period. Apple charges your Apple Account within 24 hours before the end of the period.

- You can manage and cancel your subscription at any time in your Apple Account settings (on iPhone: Settings, your name, Subscriptions). After you cancel, you keep access until the end of the period you have paid for.
- If a free trial is offered and you do not cancel before it ends, the paid subscription starts automatically. Any unused part of a trial ends when you buy a subscription, where Apple's rules provide so.
- Refunds are handled by Apple under Apple's terms. You can ask for a refund at reportaproblem.apple.com. We cannot give refunds directly for purchases made through Apple. Your statutory rights described in section 12 are not affected.

Buying on our website:

- Plans can also be bought on our website, clamnotes.app. They are sold by our online reseller, Lemon Squeezy, LLC, which is the merchant of record: it sells the plan to you, processes the payment, charges VAT or sales tax where it applies, and sends you a receipt with a licence key. Lemon Squeezy's terms apply to the purchase.
- Before you buy, the website shows each plan's price, including taxes where they apply, its billing period (monthly or yearly) and what it includes. These details are part of these Terms for your subscription.
- What you buy on the website is a licence key. You can activate it only in ClamNotes for Mac (Settings, License). Once activated, it gives its plan to you on all your devices signed in to the same Apple Account (iCloud) as that Mac (iPhone, iPad and Mac), which share one allowance; on a Mac without an iCloud account, on that Mac alone. A licence key is for one person. You can deactivate it in the same place, and then activate it with another Apple Account. A licence key can be deactivated at most once every 30 days; to move it sooner, contact us (section 22).
- A subscription bought on the website renews automatically at the end of each billing period, for the same length and price, until you cancel it. You can cancel at any time with the link in your receipt or in Lemon Squeezy's customer portal (My Orders). After you cancel, you keep the plan until the end of the period you have paid for.
- We or Lemon Squeezy tell you about a price change by email before it applies. It applies only from a later billing period, and you can cancel before it does.
- Refunds for purchases on the website are handled by Lemon Squeezy under its refund policy. Your statutory rights described in section 12 are not affected.
- Our relay asks Lemon Squeezy every day whether an activated licence is still valid. When a subscription ends, is refunded or is disabled, the plan it gives ends too.
- During a test, ClamNotes for Mac downloaded from the website may give a plan free of charge without a licence key, as described above for tests.

Price changes:

- We may change subscription prices for future billing periods. Apple tells you in advance. If the law or Apple's rules require it, a price increase applies to you only if you agree to it; otherwise the subscription ends at the end of the current period.
- A price change never applies to a period you have already paid for. You can cancel before the new price applies.

Changes to plans and features:

- We may change a paid plan or the features of ClamNotes only for a valid reason: for example, when an AI provider changes, replaces or withdraws a model or its prices; to follow the law or a decision of

an authority; to fix security problems; or to improve the app. Such a change never costs you extra.

- We will tell you clearly about the change. If it affects your access to or use of a paid plan more than slightly, we will tell you in the app at least 30 days before it takes effect. In that case you can end the contract free of charge within 30 days of receiving the notice or of the change, whichever is later, and you get a proportionate refund for the period you have paid for but not used. You can always cancel your subscription where you bought it: in your Apple Account settings, or through Lemon Squeezy.

12. Right of withdrawal (EU, EEA and UK)

If you are a consumer living in the EU, the EEA or the UK, you generally have the right to withdraw from a contract made online within 14 days, without giving a reason.

Purchases in the ClamNotes app are made through Apple. Apple handles withdrawals and refunds for these purchases under the Apple Media Services Terms and Conditions. To withdraw, you can use the withdrawal option in your Apple Account's purchase history or reportaproblem.apple.com, or send Apple a clear statement, as described in Apple's terms. Apple reimburses you no later than 14 days after it receives your withdrawal.

For a plan bought on our website, you can withdraw within 14 days of the purchase by sending Lemon Squeezy (through the link in your receipt) or us (section 22) a clear statement. You are reimbursed no later than 14 days after your withdrawal is received, with the same means of payment.

When you buy a subscription, you ask us to start providing it immediately, so that you can use the paid features right away. Before your purchase, the app or our website asks you to confirm this and to acknowledge the following:

- A subscription is a digital service. If you withdraw within 14 days, you may have to pay an amount in proportion to the service you received until you withdrew, where the law allows.
- You lose your right of withdrawal once the service has been fully provided within the withdrawal period.
- Where a purchase gives you digital content that is supplied at once and not as an ongoing service, you lose your right of withdrawal as soon as the supply begins.

If Apple's or Lemon Squeezy's terms or the law of your country give you more generous rights, those rights apply.

13. Availability, updates and support

We want ClamNotes to work well, but we cannot promise that it will always be available or free of errors. In particular:

- Features that use outside services need an internet connection and depend on those services being available. A provider may change, limit or stop a model or service.
- Recording in the background, the Lock Screen display and finishing notes in the background depend on iOS. iOS may stop the app, for example when the battery is low or memory is needed. A phone call pauses the recording. On a Mac, ClamNotes keeps the Mac awake while it records, but recording stops if the Mac goes to sleep or the app is quit.
- On-device transcription needs enough free storage and memory.
- To keep the service's costs under control, we set an overall spending limit for the AI features of all users together. If it is reached, the AI features stop for everyone until the next day (UTC).

- On a Mac without Apple's App Attest, the app writes notes only once it is connected through the ClamNotes app on your iPhone, or with a licence key, as section 5 describes.

We may update ClamNotes to fix problems, keep it secure, follow the law, or improve or change features, as described in section 11. Some updates may be needed to keep using the app. ClamNotes for Mac from our website is updated by downloading its new version from the website. If you are a consumer in the EU, the EEA or the UK, we provide the updates the law requires to keep the app in conformity with these Terms, and we tell you about them.

We are solely responsible for maintenance and support of ClamNotes. You can contact us at [CONTACT EMAIL]. Apple has no obligation to provide maintenance or support for the app.

14. Your legal rights and our warranty

If you are a consumer, you have legal rights when the app or a paid service does not conform to what was agreed or to what you can reasonably expect. In the EU and the EEA, these rights come from the rules on digital content and digital services (in Hungary, Government Decree 373/2021). You can, for example, ask us to bring the app into conformity, and in some cases ask for a price reduction or end the contract. Nothing in these Terms limits these rights.

Beyond these legal rights, and as far as the law allows, ClamNotes is provided "as is" and "as available". We do not promise any particular result from using the app, for example that a transcript or note will be complete or correct, or that it will help you pass an exam.

If the app fails to conform to any warranty that applies, you may tell Apple, and Apple will refund the purchase price of the app, if any, to you. As far as the law allows, Apple has no other warranty obligation for the app. Any other claims, losses, liabilities, damages, costs or expenses caused by a failure to conform to a warranty are our responsibility, not Apple's, to the extent set out in these Terms and the law.

15. Our liability

We are fully liable, without any limit:

- for damage we cause intentionally or through gross negligence;
- for damage to life, body or health;
- under product liability law;
- where we have given a guarantee;
- in any other case where the law does not allow liability to be limited or excluded.

In other cases, where we cause damage through slight negligence, we are liable only if we breach an obligation that is essential for providing ClamNotes and on which you can reasonably rely. In that case our liability is limited to damage that was typical and foreseeable when you agreed to these Terms.

As far as the law allows, we are not liable for:

- decisions you make based on AI-generated content without checking it, for example about exam preparation;
- loss of notes caused by deleting the app, by the device, by iCloud or by your own actions, where we are not at fault;
- consequences of recordings you make or files you add in breach of section 8, 9 or 10;
- the content of third-party websites found by web search.

If you are a consumer, this section does not limit any liability that cannot be limited under the law of the country where you live. If you are a consumer in the UK, we are also responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill.

16. Suspension and ending the agreement

You can stop using ClamNotes at any time by deleting the app. Deleting the app does not cancel a paid subscription. Cancel it in your Apple Account settings, or for a plan bought on our website, through Lemon Squeezy (section 11).

We may suspend or limit your use of ClamNotes, or end this agreement, if you seriously or repeatedly break these Terms, if the law requires it, or to prevent harm to others. Where reasonable, we will warn you first and give you a chance to fix the problem. Because ClamNotes has no user accounts, a suspension may apply to the AI features on your device or Apple Account.

We may also stop offering ClamNotes or one of its features for good reason, for example if a provider stops its service. We will give you at least 30 days' notice in the app where possible. If you have paid for a period that we then cannot provide, you will get a proportionate refund of the unused part, through Apple, through Lemon Squeezy or directly from us.

When the agreement ends, your notes stay on your device and in your iCloud storage until you delete them. Sections 8, 10, 14, 15, 18, 19, 20 and 21 continue to apply after the agreement ends, as far as they are relevant.

17. Changes to these Terms

We may change these Terms, for example when we add features, when providers or the law change, or to make them clearer. If a change is significant, we will tell you in the app at least 30 days before it takes effect, and ask you to accept the new Terms where needed. If you do not agree, you can stop using ClamNotes and cancel your subscription before the change takes effect. For a period you have already paid for, changes apply only if they are needed for legal reasons or do not disadvantage you.

Each version has a version number and an effective date at the top.

18. Apple

This section applies to ClamNotes obtained from the App Store or through TestFlight. These Terms are between you and us only, not with Apple Inc. or its subsidiaries ("Apple"). We, not Apple, are solely responsible for ClamNotes and its content. These Terms do not set usage rules that conflict with the Apple Media Services Terms and Conditions as of the date you accept them.

We, not Apple, are responsible for dealing with any claims by you or any third party relating to ClamNotes or your possession or use of it, including:

- product liability claims;
- any claim that ClamNotes fails to meet any legal or regulatory requirement;
- claims under consumer protection, privacy or similar laws.

If a third party claims that ClamNotes or your possession and use of it infringes that third party's intellectual property rights, we, not Apple, are solely responsible for investigating, defending, settling and discharging that claim, as required by these Terms.

Apple and its subsidiaries are third-party beneficiaries of these Terms. When you accept these Terms, Apple has the right (and is deemed to have accepted the right) to enforce them against you as a third-party beneficiary.

19. Legal compliance

You confirm that you are not located in a country or region that is subject to a United States Government embargo, or that has been designated by the United States Government as a "terrorist supporting" country or region, and that you are not listed on any United States Government list of prohibited or restricted parties. You also agree to follow EU and other sanctions and export laws that apply to you.

20. Governing law and disputes

These Terms are governed by the laws of Hungary. The UN Convention on Contracts for the International Sale of Goods does not apply.

If you are a consumer, you also keep the protection of the mandatory laws of the country where you usually live. Nothing in these Terms takes those rights away.

If you are a consumer, you can bring a claim in the courts of the country where you live or in the Hungarian courts. We can bring a claim against you only in the courts of the country where you live. If you live in the UK, you can bring a claim in the courts of England and Wales, Scotland or Northern Ireland, depending on where you live.

Complaints and out-of-court settlement:

- Please contact us first, by email at [CONTACT EMAIL] or by post at [REGISTERED ADDRESS]. We answer written complaints within 30 days, and we give reasons if we reject a complaint.
- If you are a consumer and your complaint is rejected, you can turn to a conciliation board (békéltető testület) in Hungary, which is free of charge. You can choose the board where you live or stay, or the board for our registered seat: [NAME, SEAT, POSTAL ADDRESS, PHONE AND WEBSITE OF THE COMPETENT CONCILIATION BOARD]. The contact details of all Hungarian conciliation boards are here: [LIST OF ALL HUNGARIAN CONCILIATION BOARDS WITH SEAT, POSTAL ADDRESS, PHONE AND WEBSITE, OR A LINK TO IT]. [We have / have not] made a general declaration to accept the boards' decisions.
- Consumers in other EU countries can get free help with cross-border disputes from the European Consumer Centres (ECC-Net).
- You can also contact the consumer protection authority of your country.
- The European Commission's online dispute resolution (ODR) platform closed on 20 July 2025, so it is no longer available.

21. Other terms

- These Terms, the Privacy Policy and the plan details shown in the app when you buy are the whole agreement between you and us about ClamNotes.
- If any part of these Terms is invalid, the rest remains in force.
- If we do not enforce a right at once, we have not given it up.
- We may transfer this agreement to another company, for example in a sale or reorganisation, if your rights are not reduced. We will tell you in advance. You may not transfer your rights under these Terms to someone else.

- These Terms are available in English and in the other languages of the app. The English version is the governing version, except where the law of your country requires the version in your language to prevail for you.
- You can find the current Terms in the app's Settings at any time.

22. Contact

- [COMPANY LEGAL NAME]
- [REGISTERED ADDRESS]
- Email: [CONTACT EMAIL]
- Phone: [CONTACT PHONE NUMBER]