

Terms of Service for Cognify

AGP Education Corp.

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1 Introduction

Welcome to Cognify, a product of AGP Education Corp. (“**AGP Education**,” “**we**,” “**us**,” or “**our**”). These Terms of Service (“**Terms**”) govern your access to and use of our website, mobile application (“**App**”), and any related services (collectively, the “**Services**”). By creating an account or using our Services, you agree to be bound by these Terms.

Please read these Terms carefully. If you do not agree with these Terms, you must not use our Services.

2 Acceptance of Terms

By accessing or using our Services, you confirm that you are at least the age of majority in your jurisdiction and have the legal capacity to enter into binding agreements. If you are using the Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

3 Description of Services

Cognify provides tools for students and educators to:

- Upload and transcribe audio snippets of classes.
- Upload related PDFs such as assignments, textbooks, notes, and class schedules.
- Organize and interact with transcriptions and uploaded data.
- Generate summaries and learning tools to support educational activities.

4 Account Registration

Account Creation: To access the main features of our Services, you must create an account by providing a unique username, your name, a valid email address, and a secure password.

Account Security: You are responsible for maintaining the confidentiality of your login credentials and are fully responsible for all activities that occur under your account.

Eligibility: There are no age or location-based restrictions; however, you are responsible for complying with local laws applicable to your use of the Services.

5 User Obligations

By using our Services, you agree not to:

- Engage in any illegal or unauthorized activities.
- Upload, share, or distribute content that you do not own or have permission to use.
- Generate or distribute inappropriate content, including but not limited to harassment, hate speech, or sexually explicit material.
- Misuse the Services to disrupt, damage, or gain unauthorized access to any systems, data, passwords, or other information.
- Abuse any features of the Services to generate non-age-appropriate content.

6 Content Ownership and Licensing

Your Content: You retain ownership of all content you upload or create on the platform (“**Your Content**”).

License to AGP Education: By uploading Your Content, you grant AGP Education a non-exclusive, worldwide, royalty-free license to use, store, display, reproduce, and distribute Your Content solely for the purpose of operating and improving the Services.

Third-Party Content: You represent and warrant that you have all necessary rights and permissions to upload and share any third-party content and that such actions do not violate any laws or rights of others.

7 Data Handling and Storage

Audio Data: Uploaded audio files are stored on our secure AWS S3 buckets for 30 days and are then deleted. OpenAI's Whisper service, which processes the transcriptions, also retains data for up to 30 days.

Transcriptions and Data: Transcriptions and other data are stored in our database to provide the Services to you.

Data Deletion: Upon request or account termination, Your Content will be handled in accordance with our data retention policies.

8 Subscriptions and Payments

Free and Pro Tiers: We offer both free and paid (Pro) versions of the Services. The Pro version provides enhanced features with fewer limitations.

Payment Processing: All payments are processed securely via Stripe. By subscribing to the Pro version, you agree to Stripe's payment terms.

Recurring Payments: Subscription fees are billed on a recurring basis as specified at the time of purchase.

Cancellation: You may cancel your subscription at any time. Upon cancellation, you will retain access to Pro features until the end of the current billing cycle.

Refunds: Refunds are subject to approval and are not guaranteed.

Renewal Notifications: We will notify you of upcoming subscription renewals via email.

9 Intellectual Property Rights

AGP Education's IP: All intellectual property rights in the Services, including but not limited to software, trademarks, logos, and content, are owned by AGP Education Corp.

Restrictions: You may not reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit any part of the Services without our prior written consent.

10 Third-Party Services

Our Services integrate with third-party services such as:

- **Stripe:** For payment processing.
- **AWS:** For data storage.
- **OpenAI's Whisper:** For transcription services.

We are not responsible for the availability or accuracy of these third-party services. Your use of third-party services is subject to their respective terms and privacy policies.

11 Disclaimers and Limitation of Liability

AI-Generated Content: The Services utilize AI technologies for transcriptions and summaries. We do not guarantee the accuracy, completeness, or usefulness of any AI-generated content.

No Warranties: The Services are provided "as is" without warranties of any kind, either express or implied.

Limitation of Liability: To the fullest extent permitted by law, AGP Education Corp. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues.

12 Termination

Termination by AGP Education: We reserve the right to suspend or terminate your account at our discretion for any reason, including but not limited to violations of these Terms.

Refunds upon Termination: If we terminate your account with an active subscription, you will receive a refund for the remaining unused period.

Data Access Post-Termination: Your data will be retained for 30 days following termination. You will be notified via email and may request an export of Your Content within this period. After 30 days without communication,

Your Content will be permanently deleted.

Legal Exceptions: If prohibited by law or legal process, we may be unable to provide access to Your Content upon termination.

13 Dispute Resolution and Governing Law

Governing Law: These Terms are governed by the laws of Canada, without regard to its conflict of law principles.

Dispute Resolution: Any disputes arising under these Terms shall be resolved through binding arbitration in accordance with the rules of the Canadian Arbitration Association.

Jurisdictional Compliance: Users are responsible for complying with all local laws and regulations applicable to their use of the Services.

14 Changes to the Terms

Amendments: We may update these Terms from time to time. Material changes will be communicated to you via email, the App, or the website.

Acceptance of Changes: Continued use of the Services after changes have been made constitutes your acceptance of the new Terms.

Right to Decline: If you do not agree to the updated Terms, you may decline by discontinuing use of the Services and requesting account cancellation and data export within 30 days.

15 Physical Products

Future Products: We may offer physical products, such as a keychain device, in the future. Specific terms for physical products will be provided when they become available.

16 Compliance and Accessibility

Regulatory Compliance: We strive to comply with applicable laws and regulations. Users must also comply with all local laws relevant to their use of the Services.

Accessibility: While we aim to make the Services accessible, full compliance with all accessibility standards may not be achieved.

17 Contact Information

If you have any questions or concerns about these Terms, please contact us at:

- **Email:** legal@cognify.cc

By creating an account or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.