

# **General Terms of Use for the Flashcards - memo Mobile Application and Web Platform**

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Welcome to Flashcards - memo, a flashcard learning and creation platform. Please read these General Terms of Use ("Terms") carefully before using our Flashcards - memo mobile application and our web platform (hereinafter collectively referred to as "the Platform"). By accessing or using the Platform, you agree to be bound by these Terms. In the event of a translation of these Terms, the French version shall prevail. If you do not agree to these Terms, please do not access or use the Platform.

## **0. Definitions**

0.1 General Terms of Use (Terms): The set of rules and contractual provisions governing the use of the mobile application and web platform.

0.2 User Account: A personal profile created by a user on the Platform to access its features. The terms "you," "your," "yours," "user" represent the person using the application.

0.3 Subscriptions: Options allowing users to access different versions of the Platform, including the free version and premium versions.

0.4 Cloud Storage: Service allowing users to back up and access their data, such as flashcards, on remote servers.

0.5 Flashcards: Virtual cards used for learning, typically containing questions and answers on a specific subject.

0.6 Artificial Intelligence (AI): Computer technology enabling the Platform to provide content, suggestions, and automatic corrections when creating flashcards.

0.7 Availability and Support: Accessibility of the Platform from various sources such as the web, the App Store, and Google Play, as well as available customer support services.

0.8 The terms present in the text "we," "us," "our," "Flashcards - memo," "the publisher" are synonymous with Noé Oppizzi RI, owner and publisher of the Flashcards - memo application.

## **1. User Account**

### **1.1 Account Creation**

You may use our Platform by creating a user account. You must provide accurate, up-to-date, and complete information when creating your account. You are responsible for maintaining the confidentiality of your password and account, as well as for all activities that occur under your account.

## **2. Subscriptions**

### **2.1 Free and Premium Versions**

We offer a free version of our Platform as well as premium versions (Pro or Elite) with additional features. Users may choose to subscribe to a premium subscription to access these additional features.

### **2.2 Subscription Management**

Subscription management is done exclusively through the Apple Store and Google Play platforms. To subscribe, modify, or cancel a subscription, you must follow the specific procedures provided by the Apple Store or Google Play.

## **3. Cloud Storage**

### **3.1 Premium User Content**

Premium users may benefit from cloud storage to back up the content of their flashcards.

## **4. Flashcards and Artificial Intelligence**

### **4.1 Flashcard Creation**

Our Platform allows users to create flashcards to facilitate their learning process. You are solely responsible for the content of the flashcards you create.

### **4.2 Artificial Intelligence**

We integrate Artificial Intelligence (AI) to assist users in drafting their flashcards. The AI provides suggestions and corrections to improve the quality of the flashcard content.

The use of the Artificial Intelligence (AI) integrated into our Platform can provide suggestions, corrections, or automatically generated content to assist users in their activities. However, please note that:

AI is an automated tool that can provide results based on pre-established algorithms and models. While we strive to provide accurate and helpful suggestions and corrections, we cannot guarantee the accuracy, reliability, or completeness of these results.

Suggestions, corrections, or content generated by AI should not be considered professional advice or human judgments. They are provided for informational purposes only and should not replace your own judgment or consultation with qualified professionals.

We disclaim any liability for damages, losses, or harm arising from the use or reliance on suggestions, corrections, or content generated by AI. You use these features at your own risk.

Suggestions, corrections, or content generated by AI may not be suitable in all situations or for all users. You are solely responsible for evaluating the relevance and suitability of these results for your specific needs.

By using the Artificial Intelligence features on our Platform, you acknowledge that you have read, understood, and accepted this disclaimer.

#### 4.3 Paid Content Creation

The automatic content creation on our Platform may be subject to fees, and these fees will be clearly indicated before you proceed with content creation. Please note that fees may vary depending on the chosen features and available customization options.

When using Artificial Intelligence (AI) to generate content, please note that the results obtained may not always match your expectations or specific needs. In the event that the content generated by AI does not meet your requirements, no refund will be granted for the fees associated with this content creation.

However, if the content generation by AI fails for any reason, no credit will be deducted from your account. You can simply retry content generation at no additional cost until you achieve the desired result.

We encourage you to carefully review the available options and use content creation features with caution.

### **5. Availability and Support**

#### 5.1 Availability

Our Platform is available on the web, Apple Store, and Google Play, allowing you to access your account and content from any internet browser.

The application may be unpublished or removed from the App Store, Google Play, or the web at any time, at the discretion of the publisher, for various reasons such as necessary updates, compliance issues with platform policies, or other operational reasons. In the event the application is removed or unpublished, the publisher disclaims any liability for any harm or loss arising from the unavailability of the application. Additionally, the publisher assumes no responsibility for the duration of the application's unavailability or the possibility of later reactivation or republication.

Users acknowledge that the use of the application is subject to these inherent risks and agree that the publisher shall not be held responsible for the consequences arising from the withdrawal or unpublishing of the application on download platforms.

## 5.2 Support

We strive to provide quality customer support. For any questions or issues regarding our Platform, please contact us.

## 6. Modifications to the Terms of Use

### 6.1 Modification of the Terms of Use

We reserve the right to modify these Terms of Use at any time. The modifications will be effective upon publication on the Platform. It is your responsibility to regularly review these Terms of Use to stay informed of updates.

By using our Platform after any modification of the Terms of Use, you agree to the revised Terms of Use.

## 7. Termination and Account Deletion

### 7.1 Termination by the User

You may terminate your premium subscription at any time by following the termination procedures provided by the Apple Store or Google Play.

### 7.2 Termination by Noé Oppizzi RI

We reserve the right to terminate or suspend your access to the Platform at any time and for any reason, with or without notice. The content created on the platform will also be deleted.

### 7.3 Termination of premium subscriptions (Pro or Elite)

When the user decides to terminate their Pro or Elite subscription, it is important to note that the content they have created on the platform may also be deleted. This measure is applied to ensure consistency between the subscription level and the accessible features.

#### 7.4 Account Deletion

If the user wishes to proceed with the deletion of their account, they must first terminate their subscription and refrain from logging into the platform for a period of six months. This period of inactivity confirms the absence of account usage,

after which the account deletion will be automatically carried out, following our inactive account management policies.

### **8. General Provisions**

#### 8.1 Applicable Laws

These Terms of Use are governed by the laws of Switzerland, without regard to principles of conflicts of laws.

#### 8.2 Severability

If any provision of these Terms of Use is deemed invalid or unenforceable, that provision shall be interpreted to best reflect the intentions of the parties, and the remaining provisions shall remain in full force and effect.

### **9. Disclaimers**

#### 9.1 User Content

We are not responsible for the content created by users of the Platform. We do not guarantee the accuracy, completeness, or quality of this content, and disclaim any liability arising from its use.

#### 9.2 Use of Artificial Intelligence

The use of Artificial Intelligence (AI) integrated into the Platform is at your own risk. We do not guarantee the accuracy, reliability, or effectiveness of the suggestions or corrections provided by AI.

#### 9.3 Cloud Storage

While we are committed to providing secure cloud storage for premium users, we cannot guarantee the absolute security of stored data. We disclaim any liability for loss, corruption, or unauthorized access to data stored on our Platform.

#### 9.4 Service Interruptions

We strive to maintain continuous availability of our Platform, but we do not guarantee that it will be free from interruptions, errors, or failures. We disclaim any liability for any harm or loss arising from the unavailability or interruption of the Platform.

#### 9.5 External Links

Our Platform may contain links to third-party websites. We are not responsible for the content, accuracy, or privacy practices of these third-party sites. The use of these links is at your own risk.

#### 9.6 Limitation of Liability

To the extent permitted by law, we disclaim any liability for direct, indirect, incidental, special, consequential, or punitive damages resulting from your use or inability to use our Platform, including but not limited to, data loss, loss of profits, or loss of revenue.

#### 9.7 Legal Disclaimer

The information provided or created by artificial intelligence on our Platform is provided for informational purposes only and does not constitute legal, financial, medical, or professional or educational advice. You are solely responsible for your use of this information.

### **10. Copyright Conditions**

#### 10.1 Ownership of Content

All content, including but not limited to text, images, videos, graphics, logos, and data, available on our Platform is protected by copyright laws and belongs to Noé Oppizzi RI.

#### 10.2 Use of Content

You may access and use the content available on our Platform solely for your personal and non-commercial use. Any reproduction, distribution, or use of

content for commercial purposes is strictly prohibited without our prior written authorization.

### 10.3 User Content

By submitting content on our Platform, you grant Noé Oppizzi RI a non-exclusive, worldwide, royalty-free, transferable license to use, reproduce, modify, adapt, publish, translate, distribute, and display that content as part of providing our services.

### 10.4 Respect for Third-Party Copyrights

You agree to respect the copyrights and other intellectual property rights of third parties. You may not submit content to our Platform that violates the copyrights or other intellectual property rights of third parties.

### 10.5 Copyright Violation Notification

If you believe that content available on our Platform infringes your copyright, please notify us by providing a written copyright infringement notification containing the information required by law.

### 10.6 User-Generated Content

We do not claim any ownership rights over the content you create or submit on our Platform. However, by submitting content, you grant us the license described in Section 3 above.

### 10.7 Warranty Disclaimer

We do not warrant that the content available on our Platform does not violate the copyrights or other intellectual property rights of third parties. You access and use the content at your own risk.

### 10.8 Limitation of Liability

To the extent permitted by law, Noé Oppizzi disclaims any liability for claims or damages arising from your use or inability to use the content available on our Platform.

## **11. Revision Clause**

We reserve the right to revise these copyright conditions at any time and without notice. The modifications will be effective upon publication on our Platform. It is your responsibility to regularly review these conditions to stay informed of updates.

## **12. Entire Agreement**

These copyright conditions constitute the entire agreement between you and Noé Oppizzi RI owner of the Flashcards - memo mobile application regarding the use of content on our Platform.

## **13. Applicable Law**

These copyright conditions are governed by the laws of Switzerland, without regard to principles of conflicts of laws.

By using our Platform, you acknowledge that you have read, understood, and accepted these copyright conditions.

For any questions regarding these Terms of Use, please contact us.

Thank you for using Flashcards - memo!