WhisperTask

Terms of Use

Last updated 26 October 2026

These terms set out the rules for using WhisperTask. They are a legally binding agreement between you, whether you use the Services yourself or on behalf of an organisation ("you"), and the developer of WhisperTask ("we", "us", "our"), whose full name and postal address are in section 23.

By opening or using the Services, you confirm that you have read and understood these terms and agree to be bound by all of them. **If you do not agree with all of these terms, you are not allowed to use the Services and must stop using them straight away.**

WHO WE ARE	HOW TO REACH US
The developer of WhisperTask, registered in Czechia Full name and address: section 23	support@whispertask.app In the app: Account → About → Contact us By post: see section 23

At a glance

The short version. Each point links to the full section, and the contents on the next page list everything.

Who can use WhisperTask?	Adults aged 18 or over; you confirm this when you sign up. You are responsible for your account and for keeping your password safe. Read more →
What does it cost?	WhisperTask is a paid service. You subscribe in the app through the App Store, Google Play or another app store where WhisperTask is available, monthly or yearly, and each plan includes a number of recordings a month, shown in the app as credits. Any free trial is the one offered on the purchase screen in the store when you subscribe. Read more →
How do I cancel?	In the subscription settings of the store you subscribed through (the App Store, Google Play or another app store); Account → Manage subscription in the app takes you there. Your plan runs until the end of the period you have paid for. Deleting your account does not cancel a subscription. Read more →
Who owns my thoughts?	You do. Your recordings, transcripts, tasks and notes are private to your account, and we use them only to run the Services for you. Read more →
Can I rely on the AI?	It is usually right, but not always. Check important details, and don't rely on WhisperTask alone for anything where a missed or wrong reminder could cause harm. Read more →

What am I not allowed to do?	Break the law with the Services, misuse or attack them, copy or reverse engineer the app, or use them to harm other people. Read more →
What are we responsible for?	We provide the Services as they are and limit our liability as far as the law allows. If you are a consumer, your statutory rights are not affected. Read more →
Which law applies?	Czech law, because that is where we are based. Wherever you live, if you are a consumer, you also keep the protection that the mandatory consumer laws of your own country give you. Read more →
How do I contact you?	Email support@whispertask.app (in the app, Account → About → Contact us opens your email app with it filled in), or write to the postal address in section 23. Read more →

This summary is here to help you find your way. It does not replace the full terms below, which are what apply.

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1 About these terms

We are the developer of WhisperTask, registered in Czechia; our full name and postal address are in section 23. We run the mobile app WhisperTask (the "App") and any other related products and services that refer or link to these legal terms (the "Legal Terms"). Together, we call all of these the "Services".

WhisperTask is a voice-first app for capturing, organising and managing your thoughts, notes and tasks. It uses speech recognition and artificial intelligence to turn your voice recordings into text, to file each entry in a folder and, where you mention them, to add a priority, due date and reminder. You can also create and edit entries by hand, store your content, and keep it in sync across your supported devices.

You can reach us by email at support@whispertask.app or by post at the address in section 23, which lists all the ways to contact us.

These Legal Terms are a legally binding agreement between you and us about your access to and use of the Services. Any supplemental terms or documents that we post in the Services from time to time are expressly made part of these Legal Terms by this reference.

The Services are meant for people aged 18 or over. If you are under 18, you may not use or register for the Services. When you sign up, you confirm that you are 18 or older.

We recommend that you save or print a copy of these Legal Terms for your records.

Changes to these terms

We may change or update these Legal Terms from time to time, at our sole discretion. When we do, we will change the "Last updated" date at the top. If a change is material, the app will also ask you to accept the new version before you continue. Apart from that, you agree that we don't need to send you a separate notice of each change, so please check these Legal Terms from time to time to stay informed. If you keep using the Services after a revised version is posted, you will be treated as aware of it and as having accepted it.

2 Our Services

> **IN BRIEF** Don't use the Services where that would break local law, or for data that industry rules such as HIPAA protect.

The information provided through the Services is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where that would be against the law or would require us to register there. If you choose to access the Services from such a place, you do so on your own initiative, and you alone are responsible for complying with local laws, if and to the extent they apply.

The Services are not built to meet industry-specific regulations, such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA). If your use of the Services would be subject to such laws, you may not use the Services. You also may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

3 Who can use WhisperTask

> **IN BRIEF** You must be at least 18, give us accurate information and use the Services lawfully.

By using the Services, you represent and warrant that:

(1) all registration information you give us is true, accurate, current and complete;

(2) you will keep that information accurate and update it promptly when it changes;

(3) you have the legal capacity to agree to these Legal Terms, and you agree to comply with them;

(4) you are not a minor in the jurisdiction where you live, and you are at least 18 years old;

(5) you will not access the Services through automated or non-human means, such as a bot or a script;

(6) you will not use the Services for any illegal or unauthorised purpose; and

(7) your use of the Services will not violate any applicable law or regulation.

If any information you provide is untrue, inaccurate, out of date or incomplete, we may suspend or close your account and refuse any current or future use of the Services (or any part of them).

4 Your account

You may need to register to use the Services, with an email address and password or by signing in with Apple or Google. You agree to keep your password confidential, and you are responsible for all use of your account and password. If the name you give your account is obscene or otherwise clearly inappropriate, we may ask you to change it, or change it ourselves.

Deleting your account. You can delete your account at any time in the app under Account → Manage account → Delete account. This permanently deletes your account and Your Thoughts (see section 6), as described in our Privacy Policy. Deleting your account does not cancel a subscription bought through the App Store, Google Play or another app store. To stop being charged, cancel it as described in Cancelling.

5 Subscriptions and payments

> **IN BRIEF** WhisperTask is a paid service. Subscriptions renew automatically until you cancel them in the app store you subscribed through.

5.1 Plans and recordings

WhisperTask is a paid service. We offer subscription plans, billed monthly or yearly, that you buy inside the app. Each plan includes a number of recordings a month, which the app shows as credits; the plans, their prices and the credits they include are shown in the app before you buy. A recording can be up to 60 seconds long, and each recording we process uses one credit, including a recording you then discard in Review, or one whose AI suggestions need your review.

If we can't process a recording because of a problem on our side or at one of our providers, or because nothing could be heard in it, its credit is given back. A recording that turns out to be longer than the limit after it has been transcribed keeps its charge.

At the start of each monthly period of a paid plan, your balance is topped up to your plan's amount. A top-up brings your balance up to that amount; it is not added on top, so unused credits don't build up. If your subscription starts with a free trial, the trial gives you one month's credits when it starts. When the trial becomes a paid plan, whatever is left is your balance for the first paid month, and the first top-up comes at the start of the second month.

Every new account gets one free recording to try the app. Without an active subscription or free trial, you can't add new tasks or notes by typing, and you can record only while you still have credits, for example your free try, or credits left over when a paid plan ends. You can always view and edit the thoughts you already have.

To keep the Services working for everyone, we also limit how much can be processed at once. These limits are explained in section 10.

5.2 Billing and renewal

Subscriptions are sold through the Apple App Store, Google Play or another app store where the App is available (the "store"), and payment is charged to your store account when you confirm the purchase. Your subscription continues and renews automatically until you cancel it. You agree that the store may charge your payment method

for each renewal without asking you first each time, until you cancel. Your billing period, monthly or yearly, depends on the plan you chose when you subscribed.

To avoid being charged for the next period, cancel at least 24 hours before the current period ends. The store may charge for the renewal within the 24 hours before the current period ends.

5.3 Free trial

Some plans may start with a free trial or another introductory offer. Whether a trial is offered, how long it lasts and which plans have one can change from time to time, and the store decides who is eligible under its rules for introductory offers. The trial is the one offered to you on the purchase screen in the store: its length and the price that follows it, as shown there before you confirm, are what apply to you.

When the trial ends, your subscription starts and you are charged for it, unless you cancel at least 24 hours before the trial ends. If the trial ends without becoming a paid plan, any credits left from it are removed. If you allow notifications, we will try to remind you the day before your trial ends.

5.4 Cancelling

To cancel, open the Account tab in the app, tap “Manage subscription” and follow the store’s instructions. “Manage subscription” opens the store of the device you are using, so use a device of the kind you subscribed on: an iPhone for a subscription bought through the App Store, or an Android device for one bought through Google Play. For a subscription bought through another app store, use a device with that store. You can also cancel directly in the subscription settings of your Apple, Google Play or other store account. Billing and cancellation are handled by the store where you bought your subscription, not by WhisperTask itself, so we can’t cancel it for you. Cancelling takes effect at the end of the current paid period, and you keep your plan until then.

If you delete your account while your subscription is still active, the store keeps charging you until you cancel it there, and renewals after the deletion give you nothing, because there is no longer an account to add them to.

Questions, or not happy with the Services? Email us at support@whispertask.app.

5.5 Refunds

Because payments go through the store, refund requests are handled by the store under its own policies. For Apple, use reportaproblem.apple.com; for Google Play, see Google Play’s refund policies; for any other app store, see that store’s refund policy. If a payment is refunded, the subscription it paid for ends, and up to one month’s credits are taken off your balance (it never goes below zero).

Nothing in these Legal Terms limits any right you have under consumer law, including any right to withdraw from or cancel a purchase.

5.6 Price changes

We may change our subscription prices from time to time, and we will tell you about any price change as applicable law requires. A new price applies only from a renewal after the change, never to a period you have already paid for.

6 Your thoughts belong to you

> **IN BRIEF** Your recordings and thoughts are yours and private. We use them only to run the Services for you.

“Your Thoughts” means the recordings you make with the Services and the transcripts, tasks, notes, reminders and folders created from them or typed into the app. You keep all rights in Your Thoughts. They are private to your account: the Services have no feature that shows them to other users.

You give us a worldwide, non-exclusive, royalty-free permission to host, store, copy, process and transmit Your Thoughts, but only as needed to provide, secure and support the Services for you. For example, we send a recording to our transcription provider and its transcript to our AI provider to turn it into a thought, and we sync your thoughts across your devices. We do this only after you have agreed to it in the app. You can withdraw that agreement at any time with the "AI processing" switch in Account → Manage account: recording then turns off until you turn it back on, and your saved tasks and notes stay. This permission ends when Your Thoughts are deleted from our systems, as described in our Privacy Policy.

Your Thoughts are not "Submissions" under these Legal Terms, and the licence in section 8.3 does not apply to them.

You are responsible for Your Thoughts and for having the right to record them. If a recording includes another person's voice or private information, make sure the laws that apply to you allow you to record and store it.

7 AI features and reminders

> **IN BRIEF** AI makes mistakes. Check important details, and don't rely on WhisperTask alone for anything critical.

WhisperTask uses automated speech recognition and artificial intelligence, provided by the third parties named in our Privacy Policy, to transcribe your recordings, tidy up the wording, decide whether an entry is a task or a note, and suggest a folder (creating a new one if you ask for it) and, where you mention them, a priority, due date and reminder. These results are produced automatically and can be wrong: words may be misheard, and dates, times or folders may be misunderstood. Please check important details before you rely on them. While "Review before saving" is on (in the Account tab, under Capture; it is on by default), you can check and edit each thought before it is saved. If you turn it off, thoughts are saved straight away. You can edit any thought after it is saved.

Reminders are notifications scheduled on your device. They are off until you turn on notifications in the app, during setup or in Account → Notifications, and allow them on your device. A reminder is scheduled on each of your devices separately, so one you set on one device reaches another only after you have opened WhisperTask there. Reminders depend on your device's settings and state. They may arrive late, for example on Android devices that don't allow exact alarms, and may not arrive at all if notifications are turned off, the device is switched off or in a power-saving mode, or the app has been removed. Do not use WhisperTask as the only way to keep track of anything where a missed, late or wrong reminder could cause harm or loss, such as medication, health or safety matters, or legal and financial deadlines.

Nothing the Services produce is professional, medical, legal or financial advice.

8 Intellectual property

8.1 What we own

We own, or are licensed to use, all intellectual property rights in the Services. That includes all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics in the Services (together, the "Content"; this does not include Your Thoughts), and the trademarks, service marks and logos they contain (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property and unfair competition laws) and by treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "as is", for your personal, non-commercial use or internal business purposes only.

8.2 Your use of our Services

As long as you comply with these Legal Terms, including section 9 (Prohibited activities), we grant you a non-exclusive, non-transferable, revocable licence to:

- access the Services; and
- download or print a copy of any part of the Content you have properly accessed,

solely for your personal, non-commercial use or internal business purposes.

Except as set out in this section or elsewhere in these Legal Terms, no part of the Services, Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any commercial purpose without our express prior written permission.

If you would like to use the Services, Content or Marks in any other way, please write to support@whispertask.app. If we give you permission to post, reproduce or publicly display any part of the Services or Content, you must name us as the owners or licensors of the Services, Content or Marks, and make sure any copyright or proprietary notice appears or is visible when you post, reproduce or display it.

We reserve all rights in and to the Services, Content and Marks that are not expressly granted to you. Any breach of these intellectual property rights is a material breach of these Legal Terms, and your right to use the Services will end immediately.

8.3 Feedback and ideas

If you send us a question, comment, suggestion, idea or other feedback about the Services, for example by email or with Report a problem ("Submissions"), you agree that we may use it to improve the Services, and share it, without restriction and without acknowledging or paying you. To the extent the law allows, you assign to us any intellectual property rights in the ideas and suggestions it contains. This does not cover any personal information in your message, which we handle as our Privacy Policy describes, and it never covers Your Thoughts.

Please don't send us anything illegal, harassing, hateful, defamatory, obscene, threatening or otherwise harmful, or anything you are not entitled to share.

The Services have no public or social features: nothing you create in WhisperTask is shown to other users.

8.4 Copyright complaints

We respect the intellectual property rights of others. If you believe that anything we publish in the Services, on our website or in our app store listings infringes a copyright you own or control, please tell us straight away using the contact details in section 23 (a "Notification"). Please be aware that under applicable law you may be liable for damages if you make material misrepresentations in a Notification. So if you are not sure whether something infringes your copyright, you may want to speak to a lawyer first.

9 Prohibited activities

You may use the Services only for the purpose we make them available for. You may not use them in connection with any commercial venture unless we have specifically endorsed or approved it.

As a user of the Services, you agree not to:

- systematically retrieve data or other content from the Services to build or compile, directly or indirectly, a collection, compilation, database or directory, without our written permission;
- trick, defraud or mislead us or other users, especially in any attempt to obtain sensitive account information such as user passwords;
- circumvent, disable or otherwise interfere with security features of the Services, including features that prevent or restrict the use or copying of any Content or that limit how the Services or their Content can be used;

- disparage, tarnish or otherwise harm, in our opinion, us or the Services;
- use any information obtained from the Services to harass, abuse or harm another person;
- misuse our support services or submit false reports of abuse or misconduct;
- use the Services in a way that is inconsistent with any applicable laws or regulations;
- upload or transmit, or try to, viruses, Trojan horses or other material that interferes with anyone's use of the Services, or that modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Services;
- use the Services in any automated way, such as using scripts to upload recordings, or using data mining, robots or similar data gathering and extraction tools;
- delete the copyright or other proprietary rights notice from any Content;
- impersonate another person, or try to get into another person's account;
- upload or transmit, or try to, any material that acts as a passive or active mechanism for collecting or transmitting information, including, without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies or similar devices (sometimes called "spyware", "passive collection mechanisms" or "pcms");
- interfere with, disrupt or place an undue burden on the Services or the networks or services connected to them;
- harass, intimidate or threaten us or anyone who helps us provide the Services;
- try to get around any measures of the Services designed to prevent or restrict access to the Services or any part of them, including the limits in section 10;
- copy or adapt the Services' software or code;
- except as allowed by applicable law, decipher, decompile, disassemble or reverse engineer any of the software that makes up or forms part of the Services;
- except as a result of standard search engine or internet browser use, use, launch, develop or distribute any automated system that accesses the Services, including, without limitation, any spider, robot, cheat utility, scraper or offline reader, or use or launch any unauthorised script or other software;
- create accounts by automated means or under false pretences, for example to get more free recordings; or
- use the Services as part of any effort to compete with us, or otherwise use the Services or the Content for any revenue-generating endeavour or commercial enterprise.

10 Fair use and limits

> **IN BRIEF** To keep WhisperTask fast and reliable for everyone, we limit how many recordings can be processed in a short time.

Alongside the credits in your plan, the Services limit how much can be processed in a given time. This protects the Services from misuse and keeps them working for everyone. At the moment:

- a recording can be up to 60 seconds long;
- up to 3 recordings can be processed at the same time;
- up to 60 processing attempts can be made in any hour, and up to 300 in any 24 hours, counting attempts that failed;
- a recording that keeps failing can be tried up to 5 times in all; and
- you can have up to 50 recordings from the last 30 days that haven't been saved as a thought (still uploading, waiting to be processed or reviewed, failed, or discarded in Review).

This means that a plan's monthly credits can't all be used in a single day. If you reach a limit, a recording that is waiting on your device stays there and is sent later; otherwise, try again later. A recording that has used up its retries has to be recorded again.

We may change these limits to protect the Services, and we will keep them at a level that lets normal use of every plan's credits over its monthly period.

11 Mobile app licence

11.1 Your licence to use the App

If you access the Services through the App, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices you own or control, and to access and use the App on those devices strictly in line with the terms of this mobile app licence. You must not:

(1) except as allowed by applicable law, decompile, reverse engineer, disassemble, try to derive the source code of, or decrypt the App;

(2) make any modification, adaptation, improvement, enhancement, translation or derivative work from the App;

(3) violate any applicable laws, rules or regulations in connection with your access to or use of the App;

(4) remove, alter or obscure any proprietary notice (including any copyright or trademark notice) posted by us or by the App's licensors;

(5) use the App for any revenue-generating endeavour, commercial enterprise or other purpose it is not designed or intended for;

(6) make the App available over a network or other environment that allows access or use by multiple devices or users at the same time;

(7) use the App to create a product, service or software that, directly or indirectly, competes with or in any way substitutes for the App;

(8) use the App to send automated queries to any website or to send any unsolicited commercial email; or

(9) use any of our proprietary information, interfaces or other intellectual property in designing, developing, manufacturing, licensing or distributing any applications, accessories or devices for use with the App.

11.2 Apps from app stores

The following terms apply when you use the App obtained from the Apple App Store, Google Play or any other app store (each an "App Distributor") to access the Services:

(1) the licence we grant you for the App is limited to a non-transferable licence to use it on a device running Apple iOS or Android, as applicable, in line with the usage rules in the App Distributor's terms of service;

(2) we are responsible for providing any maintenance and support for the App as set out in this mobile app licence or as otherwise required by applicable law, and you acknowledge that no App Distributor has any obligation at all to provide maintenance and support for the App;

(3) if the App fails to conform to any applicable warranty, you may notify the App Distributor, which may, in line with its terms and policies, refund the price you paid for the App, if any; to the maximum extent allowed by applicable law, the App Distributor has no other warranty obligation at all with respect to the App, and, as between us and the App Distributor, any other claims, losses, liabilities, damages, costs or expenses caused by such a failure are our responsibility, subject to sections 17 and 18;

(4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that the US government has designated as a "terrorist supporting" country, and (ii) you are not listed on any US government list of prohibited or restricted parties;

(5) you must comply with any applicable third-party terms of agreement when using the App, such as your mobile data plan;

(6) you acknowledge that these Legal Terms are concluded between you and us only, not with any App Distributor, and that we, not the App Distributor, are solely responsible for the App and its content;

(7) we, not the App Distributor, are responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including product liability claims, claims that the App fails to meet any

applicable legal or regulatory requirement, and claims under consumer protection, privacy or similar legislation;

(8) if a third party claims that the App, or your possession and use of it, infringes that third party's intellectual property rights, we, not the App Distributor, are solely responsible for investigating, defending, settling and discharging that claim; and

(9) if you got the App from the Apple App Store, you acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of the terms of this mobile app licence, and that Apple will have the right (and will be deemed to have accepted the right) to enforce them against you as a third-party beneficiary.

If you got the App from Google Play, your use of it is also subject to the Google Play Terms of Service. If you got it from another app store, your use of it is also subject to that store's terms.

12 How we manage the Services

We reserve the right, but have no obligation, to:

(1) monitor the Services for breaches of these Legal Terms;

(2) take appropriate legal action against anyone who, in our sole discretion, breaks the law or these Legal Terms, including, without limitation, reporting them to law enforcement authorities;

(3) refuse or remove uploads that go beyond the limits the app enforces (see section 10), or that could harm our systems; and

(4) otherwise manage the Services in a way designed to protect our rights and property and to help the Services work properly.

13 Privacy

We care about data privacy and security. Please read our Privacy Policy, which you can open in the app (Account → About → Privacy policy) and at whispertask.app/privacy. It explains what we collect, why, who we share it with and how long we keep it. Please read it together with these Legal Terms.

WhisperTask is available worldwide. Our main database is hosted in the EU, in Ireland, but some of our providers process data in other countries, mainly the United States, and some processing may happen in a region close to where you are. Section 5 of our Privacy Policy explains this.

14 Term and termination

These Legal Terms stay in full force and effect while you use the Services. You can stop using the Services and end this agreement at any time by deleting your account (see section 4).

When we may suspend or close your account. We may suspend or close your account, or stop you using the Services, if you seriously or repeatedly breach these Legal Terms (for example by misusing or attacking the Services, or by trying to get around their limits), if you use the Services to break the law or to harm others, or if the law or an authority requires us to. Where it is reasonable, we will warn you first and tell you why, so that you can put things right. We may act without warning when the breach is serious, or when a warning could cause harm or would break the law.

What happens to your data. If we close your account, it is deleted together with Your Thoughts, in the same way as if you deleted it yourself (see section 4 and our Privacy Policy). Where we warn you first, you can keep a copy of anything you need before your account is closed.

Your subscription. Closing your account, whether you or we do it, does not cancel a subscription bought through the App Store, Google Play or another app store, because only the store can cancel it. Cancel it in the store to stop being charged (see section 5.4).

If we close your account because you breached these Legal Terms, you may not create a new account to get around that. As well as suspending or closing your account, we may take appropriate legal action, including seeking civil, criminal and injunctive remedies.

15 Changes, interruptions and corrections

Changes to the Services. We reserve the right to change, modify or remove the contents of the Services at any time, for any reason, at our sole discretion and without notice. However, we have no obligation to update any information in the Services. We will not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Services.

Interruptions. We cannot guarantee that the Services will be available at all times. We may have hardware, software or other problems, or need to carry out maintenance on the Services, which can cause interruptions, delays or errors. We reserve the right to change, revise, update, suspend, discontinue or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability at all for any loss, damage or inconvenience caused by your being unable to access or use the Services during any downtime or discontinuance. Nothing in these Legal Terms obliges us to maintain and support the Services or to supply any corrections, updates or releases for them.

Corrections. Information in the Services may contain typographical errors, inaccuracies or omissions, including in descriptions, pricing, availability and other information. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the information in the Services at any time, without prior notice.

16 Governing law and disputes

16.1 Governing law

WhisperTask is available worldwide, and we are based in Czechia. These Legal Terms are governed by and interpreted under the laws of Czechia, and the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Wherever you live, if you are a consumer, you also keep the protection of the mandatory consumer laws of the country where you live, which these Legal Terms cannot take away. You and Antonín Vondrouš both agree to submit to the non-exclusive jurisdiction of the courts of Czechia. This means that, as a consumer, you can bring a claim either in Czechia or in the courts of the country where you live, where its law allows that.

16.2 Resolving disputes

If you have a complaint, please contact us first (see section 23) so that we can try to put it right. If you are a consumer, you can also use any out-of-court dispute resolution or consumer protection body available to you where you live. Because we are based in Czechia, a consumer can also refer a dispute with us to the Czech body for out-of-court consumer disputes, the Czech Trade Inspection Authority (Česká obchodní inspekce). If you live in the EU, the European Commission provides information on consumer redress, including a list of out-of-court dispute resolution bodies by country.

16.3 If you live in California

If a complaint with us is not resolved to your satisfaction, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

17 Disclaimer

> THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND YOU AGREE THAT YOU USE THEM AT YOUR SOLE RISK. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR

> IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE OF THEM, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE SERVICES OR OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THEM, AND WE ACCEPT NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES OR INACCURACIES IN CONTENT AND MATERIALS; (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES; (3) UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND ANY PERSONAL INFORMATION STORED ON THEM; (4) INTERRUPTION OR END OF TRANSMISSION TO OR FROM THE SERVICES; (5) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT ANY THIRD PARTY MAY TRANSMIT TO OR THROUGH THE SERVICES; OR (6) ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS, OR LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USING ANY CONTENT POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES.

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If you are a consumer, nothing in this section limits the rights the law gives you, for example if the Services are not as described or not of the quality you can reasonably expect.

18 Limitation of liability

> IN NO EVENT WILL WE OR ANYONE ACTING FOR US BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. WHATEVER ELSE THESE LEGAL TERMS SAY, OUR LIABILITY TO YOU FOR ANY CAUSE, AND WHATEVER THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT, IF ANY, THAT YOU PAID TO US (DIRECTLY OR THROUGH THE APP STORE, GOOGLE PLAY OR ANOTHER APP STORE) DURING THE SIX (6) MONTHS BEFORE THE CAUSE OF ACTION AROSE. THE LAWS OF SOME COUNTRIES AND STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Nothing in these Legal Terms excludes or limits liability that cannot be excluded or limited by law, including liability for death or personal injury caused by negligence, for harm caused intentionally or through gross negligence, or for fraud. Nothing in them affects your statutory rights as a consumer.

19 Indemnification

To the extent the law allows, you agree to defend, indemnify and hold harmless us and anyone acting for us from and against any loss, damage, liability, claim or demand, including reasonable lawyers' fees and expenses, made by any third party because of or arising out of:

(1) your misuse of the Services;

(2) your breach of these Legal Terms;

(3) any breach of the representations and warranties you make in these Legal Terms; or

(4) your violation of the rights of a third party, including, but not limited to, intellectual property rights, for example by recording another person where the law doesn't allow it.

Despite the above, we reserve the right, at your expense, to take over the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to tell you about any such claim, action or proceeding that is covered by this indemnity once we become aware of it.

20 Your data

We store Your Thoughts and your account data so that we can provide the Services, and we take reasonable care of them. At the moment we don't keep backup copies of our database, so data that is erased, or lost through a fault, can't be restored. Please keep your own copy of anything you can't afford to lose. To the extent the law allows (see section 18), we have no liability to you for any loss or corruption of your data.

A task or note you delete stays in Recently deleted (Account → Privacy) for 7 days, so that you can restore it. After that, or as soon as you choose Delete now, it is erased permanently and we cannot recover it. When you discard a recording in Review, its transcript is erased straight away and its audio within 30 days, and the transcript of a recording that is never saved as a thought is erased 30 days after the recording. Our Privacy Policy explains how long we keep everything else.

21 Electronic communications and signatures

Using the Services and sending us emails are electronic communications. We send you account emails, such as confirmation links, sign-in codes and security notices, and we may send you notices about the Services by email or in the app. You agree to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications we send you electronically, by email and in the Services, satisfy any legal requirement that such communications be in writing.

> YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS STARTED OR COMPLETED BY US OR THROUGH THE SERVICES.

To the extent the law allows, you waive any rights or requirements under any laws in any jurisdiction that require an original signature or the delivery or keeping of non-electronic records.

22 General provisions

- **Entire agreement.** These Legal Terms, and any policies or operating rules we post in or about the Services, are the entire agreement and understanding between you and us.
- **No waiver.** If we fail to exercise or enforce any right or provision of these Legal Terms, that does not waive it.
- **Scope.** These Legal Terms apply to the fullest extent the law allows.
- **Assignment.** We may assign any or all of our rights and obligations to others at any time.
- **Events beyond our control.** We are not responsible or liable for any loss, damage, delay or failure to act caused by anything beyond our reasonable control.
- **Severability.** If any provision, or part of a provision, of these Legal Terms is found to be unlawful, void or unenforceable, it is treated as separate from these Legal Terms and does not affect the validity and enforceability of the rest.
- **No partnership.** These Legal Terms and your use of the Services do not create any joint venture, partnership, employment or agency relationship between you and us.
- **Interpretation.** You agree that these Legal Terms will not be interpreted against us because we drafted them.
- **Electronic form.** You waive any defences you may have based on the electronic form of these Legal Terms and on the parties not having signed them.

23 Contact us

To resolve a complaint about the Services, or for more information about using them, email us at support@whispertask.app. In the app, Account → About → Contact us opens your email app with this address filled in, and our website shows it at whispertask.app/#contact. You can also write to us at:

> Antonín Vondrouš
> Vsetinska 292/11
> 15500 Prague
> Czech Republic

Report a problem. You can also tell us about a bug with Report a problem (Account → About). It sends your message, with technical details about the app and your device, through our crash reporting provider, so it works only while crash reports are turned on (Account → Privacy → Send crash reports). It doesn't include your email address, so we can't reply to it. For a complaint, or anything you need an answer to, please email us.

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