
Terms of Use

NoteForge

Version 1.0

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Ladaworks LLC



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PLEASE READ: This Terms of Use agreement ("Terms") is a legal contract between you and Ladaworks LLC ("NoteForge," "we," "us," or "our") governing your access to and use of the websites, desktop and mobile applications, and related services that link to these Terms (collectively, the "Service").

By accessing or using the Service, you agree (on behalf of yourself or the entity you represent) to be bound by these Terms and our Privacy Policy, and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). If you do not agree, do not access and/or use the Service.

ARBITRATION & CLASS ACTION WAIVER NOTICE

EXCEPT FOR CERTAIN DISPUTES DESCRIBED IN SECTION 12, YOU AGREE THAT DISPUTES BETWEEN YOU AND NOTEFORGE WILL BE RESOLVED BY BINDING, FINAL, INDIVIDUAL ARBITRATION UNDER THE AAA CONSUMER ARBITRATION RULES AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.

1. Eligibility and Accounts

1.1 Age

The Service is not available to users under 13 years old. If you are between 13 and 18 (or the age of majority where you live), you may use the Service only with the consent of a parent or legal guardian who agrees to these Terms on your behalf.

1.2 Registration; Account Security

You must provide accurate information and keep it updated. You are responsible for any activity that occurs under your account and for keeping your password and authentication methods secure. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

1.3 Organization/Workspace Accounts

If you create or join an organization/workspace account (an "Organization"), the Organization (not you) may control that account and the data within it. The Organization may manage, access, suspend, or terminate your access and may set policies that apply to your use. Content created or stored in an Organization account may be owned by that Organization.

1.4 Third-Party Services

The Service may allow you to connect third-party accounts or services (e.g., Apple Sign In, Google Sign In, cloud storage providers, analytics, transcription providers, AI providers). You authorize us to access, process, and transfer information from those services as reasonably necessary to provide and improve the Service. Third-party services are not under our control, and NoteForge is not responsible for any third-party services.

2. Access to the Service

2.1 License

Subject to these Terms, NoteForge grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Service solely for your own personal, noncommercial use.

2.2 Certain Restrictions

The rights granted to you in these Terms are subject to the following restrictions:

- You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service
- You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service
- You shall not access the Service in order to build a similar or competitive website, product, or service
- No part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means

2.3 Modification

We reserve the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation.

2.4 Ownership

Excluding any User Content you provide, you acknowledge that all intellectual property rights in the Service and its content are owned by NoteForge or our suppliers. These Terms do not transfer any rights, title, or interest to you except for the limited license in Section 2.1.

3. Fees and Subscriptions

3.1 Subscriptions and Paid Features

Certain features are offered on a paid basis ("Subscription"). Unless otherwise stated, Subscriptions automatically renew for successive terms of the same length at the price then in effect until canceled.

3.2 Pro Weekly Subscription (NoteForge Pro)

Pricing: \$2.99 for the first week, then \$3.99/week.

Pro includes:

- Up to 240 processing minutes per week (weekly quota)
- Up to 90 minutes per recording
- Detailed Lecture Reconstruction Mode
- Unlimited quizzes and flashcards (subject to fair use / rate limits)
- Past exam review and performance analytics

3.3 Add-On Minute Packs (Consumables)

Available to eligible users as one-time purchases:

- 200 minutes - \$3.89
- 500 minutes - \$7.29

Minute packs extend usage beyond weekly quota, are consumable and non-refundable except as required by law, and may expire after a stated period (e.g., 30 days).

3.4 Billing & Cancellation

If you purchase through a mobile platform (e.g., Apple App Store or Google Play), you must cancel through that platform. Cancellation takes effect at the end of the then-current billing period. Fees are non-refundable except as required by law.

4. User Content; Rights and Responsibilities

4.1 Definitions

"User Content" means content you upload, record, submit, or otherwise make available through the Service (e.g., audio, transcripts, notes, documents, images, metadata, quiz answers, and settings).

4.2 Ownership and Responsibility

You are solely responsible for your User Content and assume all risks associated with use of your User Content, including any reliance on its accuracy. By uploading User Content to the Service, you represent and warrant that you are authorized to upload such User Content and that it does not violate these Terms or applicable law.

We are not obligated to back up any User Content, and your User Content may be deleted at any time without prior notice. You are responsible for maintaining your own backups.

4.3 Limited License to NoteForge

You grant NoteForge a nonexclusive, worldwide license to host, store, reproduce, process, and use your User Content solely for the purpose of operating and providing the Service, including generating transcripts and AI outputs for you.

4.4 Recording Compliance

The Service may enable you to record or upload audio. Recording, eavesdropping, and consent laws vary by jurisdiction. You are solely responsible for providing legally required notices and obtaining all necessary consents from participants before recording or uploading any audio, and for ensuring your use complies with applicable law and institutional policies.

4.5 Acceptable Use

You agree not to:

- Copy, scrape, reverse engineer, or misuse the Service
- Upload unlawful, infringing, or harmful content
- Interfere with or disrupt the Service
- Attempt to bypass security, usage limits, or rate limits
- Use the Service as part of a commercial transcription workflow without prior written consent
- Violate any applicable law, including privacy, intellectual property, and recording-consent laws

5. Privacy; Data Use; Model Training

5.1 Privacy Policy

Our collection and use of personal data are described in our Privacy Policy (incorporated by reference).

5.2 Model Improvement

We do not use your User Content to train our proprietary models unless you opt in via product settings or a separate agreement. However, third-party vendors that provide AI or transcription services may process your content under their own terms and privacy policies to deliver their services.

6. AI-Generated Outputs & Professional Use

6.1 AI Outputs

AI-generated outputs (transcripts, notes, flashcards, quizzes) may be inaccurate, incomplete, biased, or inappropriate. You are responsible for reviewing outputs, exercising judgment, and applying human oversight before relying on them.

6.2 No Professional Advice

The Service does not provide legal, medical, financial, or other professional advice. You should obtain professional advice before relying on outputs for such purposes.

7. DMCA

We respect intellectual-property rights. If you believe your copyrighted work has been used in a way that constitutes infringement, please send a notice that meets 17 U.S.C. Section 512(c)(3) to: info@montrelia.ai with subject "DMCA Notice".

Your notice should include:

- Your signature (physical or electronic)
- Identification of the copyrighted work
- Identification of the infringing material and where it is located
- Your contact information
- A statement of good-faith belief
- A statement under penalty of perjury that the notice is accurate and authorized

8. Updates to Terms

We may update these Terms by posting an updated version with a new Effective Date. Continued use of the Service after the Effective Date constitutes acceptance.

9. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND NOTEFORGE (AND OUR SUPPLIERS) DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR ACCURATE.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NOTEFORGE OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO NOTEFORGE FOR THE SERVICE IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY, OR (B) \$100.

11. Indemnification

You agree to defend, indemnify, and hold harmless NoteForge and its affiliates, officers, members, managers, employees, representatives and agents from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your User Content, your use of the Service, or your violation of these Terms or applicable law.

12. Dispute Resolution; Arbitration; Class Waiver

12.1 Informal Resolution

Before filing a claim, you and NoteForge agree to try to resolve disputes informally. Send a written notice including your name, contact information, a description of the dispute, and the relief sought to: info@montrelia.ai. If we cannot resolve the dispute within 60 days, either party may initiate arbitration.

12.2 Arbitration Agreement

You and NoteForge agree to resolve any claims or disputes arising out of or relating to these Terms or the Service by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect. The Federal Arbitration Act governs this agreement.

12.3 Class Action Waiver

YOU AND NOTEFORGE AGREE THAT EACH MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OR PRESIDE OVER A CLASS PROCEEDING.

12.4 Opt-Out

You may opt out of arbitration within 30 days of first accepting these Terms by sending an email to info@montrelia.ai with subject "Arbitration Opt-Out," including your name and the email associated with your account and a statement that you want to opt out.

13. Termination; Suspension

We may suspend or terminate your access to the Service at any time, with or without notice, for any reason, including if we believe you violated these Terms or applicable law, or to protect the Service

or other users. You may stop using the Service at any time. Termination may involve deletion of your User Content from our live databases, subject to legal retention requirements.

14. Electronic Communications; Notices; Miscellaneous

14.1 Governing Law; Venue

These Terms are governed by the laws of the State of Delaware, excluding conflict-of-laws rules, and applicable U.S. federal law. Except where Section 12 allows otherwise, the state and federal courts located in Delaware will have jurisdiction for court proceedings.

14.2 Entire Agreement

These Terms constitute the entire agreement between you and NoteForge regarding the Service.

14.3 Contact

For support, legal notices, arbitration notices, and general communications, contact: info@montrelia.ai

Ladaworks LLC

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Lewes, DE 19958

United States

Email: info@montrelia.ai

Website: <https://www.montrelia.ai>

NoteForge

Efficient Academic Learning

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