

TERMS OF USE

Last modified: September 15, 2025

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION “ARBITRATION AGREEMENT (CLASS ACTION WAIVER; OPT-OUT)” BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH (WITH LIMITED EXCEPTIONS) REQUIRE ANY DISPUTES BETWEEN US TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

Acceptance of the Terms of Use

These Terms of Use (“**Terms**”) are entered into by and between you and Open Vision Engineering, Inc. (“**Company**”, “**we**”, “**us**”, or “**our**”) and govern your access to and use of: (i) <https://heypocket.com> (the “**Website**”); (ii) our mobile and desktop software applications (the “**Apps**”); (iii) the Pocket hardware recording device and its firmware and accessories (the “**Pocket Device**”); and (iv) all related content, functionality, and services we provide (collectively, the “**Services**”), whether as a guest or a registered user. Unless expressly stated otherwise, references to the “**Services**” in these Terms mean the Website, the Apps, and the Pocket Device collectively. Capitalized terms not defined herein have the meanings set forth in our Terms of Sale and Privacy Policy, which are incorporated by reference.

By accessing or using any part of the Services, or by clicking to accept or agree to these Terms when that option is presented, you agree to be bound by these Terms, our Privacy Policy, and our Terms of Sale (for product purchases), which are incorporated herein by reference. If you do not agree to all of the foregoing, do not access or use the Services.

Eligibility and Geographic Restrictions

The Services are offered only to individuals who are at least 18 years of age and in jurisdictions where the Services are legally permitted. By using the Services, you represent and warrant that you meet these requirements. Access to the Services may not be legal by certain persons or in certain countries; if you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Services thereafter. We will post any changes to these Terms and update the “Last modified” date at the top. If we make material changes to these Terms, we will provide additional notice (e.g., by email to the address in your Account, in-product notice, or on the Website). You are responsible for maintaining an active, deliverable email address in your Account and for reviewing this page periodically. Any changes to the dispute resolution provisions set out in Sections “Governing Law and Jurisdiction” and “Arbitration Agreement (Class Action Waiver; Opt-Out)” will not apply to any disputes of which the parties had actual notice prior to posting. Your continued use of the Services following the posting of revised Terms means you accept and agree to the changes.

Consent to Record Others

You are solely responsible for complying with all applicable recording, wiretap, privacy, and data-protection laws, which may require the consent of all parties to a conversation. Before using the Pocket Device or the Services to record any third party, you will obtain all legally required consents, notices, and disclosures and comply with location-based restrictions.

Where required, you will provide clear, timely notice (audible and/or visual) that a recording is taking place. We may disable features or suspend/terminate Accounts upon credible reports of unlawful recording. You will defend, indemnify, and hold the Company harmless from any claims arising from your recordings or failure to obtain required consents.

AI, Transcription, and Output Disclaimer

Speech-to-text transcriptions, summaries, prompts, mind maps, widgets, and other AI-enabled outputs may be incomplete, inaccurate, or time-sensitive and are provided “as is”. Do not rely on outputs for decisions involving health, safety, legal, financial, or other high-risk matters. You are responsible for reviewing and verifying all outputs.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services, or any part of the Services:

- To disassemble, decompile, reverse-engineer, or otherwise tamper with the Pocket hardware device or any associated software or firmware.
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To record, collect, store, or share audio or voice recordings of others without their knowledge or consent, in violation of applicable law.
- To transmit advertising or promotional material without our prior written consent.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.
- Disable, overburden, damage, or impair the Services; use robots, spiders, or other automated means to access the Services for unauthorized purposes; introduce viruses or other harmful code; attempt to gain unauthorized access to any part of the Services or related systems; or launch denial-of-service attacks.

Online Services Access; Account Registration and Security

For purposes of this Section, "Online Services" means the Website, the Apps, and any cloud-hosted or network-dependent features, content, or functionality of the Services. Online Services do not include the Pocket Device hardware itself. Certain Pocket Device features may rely on the Online Services to function or to sync data.

Availability and Changes. We may modify, suspend, or discontinue any Online Services (including any feature or content) in our sole discretion without prior notice, including for maintenance, security, or legal reasons. We will not be liable if all or any part of the Online Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the Online Services. Nothing in this Section affects your ownership of the Pocket Device hardware or your statutory rights with respect to that hardware.

Connectivity-Dependent Features. Some Pocket Device functionality (e.g., cloud backup, firmware downloads, or transcription) requires access to the Online Services or third-party networks. Core offline features of the Pocket Device may continue to operate without connectivity, but related cloud features may be delayed, limited, or unavailable during outages or maintenance.

Your Responsibilities. You are responsible for (a) obtaining and maintaining all equipment (e.g., firmware updates, mobile App updates), software, and internet or mobile connections necessary to access the Online Services; and (b) ensuring that all persons who access the Online Services through your connection or devices are aware of and comply with these Terms.

Registration; Accuracy of Information. To use certain Online Services, you may be required to create an Account and provide information about yourself. You agree that all information you provide is true, accurate, current, and complete, and that you will keep it updated. All information you provide is

governed by our Privacy Policy, and you consent to our handling of your information consistent with that policy.

Credentials and Account Security. If you choose, or are provided with, a username, password, or other security credentials, you must treat such credentials as confidential and must not disclose them to any other person or entity. Your Account is personal to you, and you agree not to permit any other person to access the Online Services using your credentials. You agree to (i) notify us promptly of any unauthorized access to or use of your Account or credentials, (ii) log out at the end of each session, and (iii) use particular caution when accessing your Account from a public or shared device.

Suspension or Termination of Accounts. We may disable or terminate any Account, username, password, or other identifier at any time, in our sole discretion, including if we believe you have violated these Terms or applicable law. This Section concerns the Online Services only and does not authorize disabling your Pocket Device hardware.

Service Performance and Updates

Service Availability; Data Loss. We may update, suspend, or discontinue any part of the Services at any time. Features that rely on connectivity (including sync of offline recordings) may be delayed or unavailable. You are responsible for maintaining appropriate backups of your content. We are not responsible for failure to upload, sync, or store content due to connectivity issues or third-party service disruptions.

Software and Firmware Updates. The Pocket Device, or Apps may automatically download and install updates (including changes to features or functionality). By continuing to use the Services, you consent to these updates. Certain updates may be required for continued use. You may not reverse-engineer, decompile, or circumvent update mechanisms except to the extent such restrictions are prohibited by law.

Monitoring and Enforcement; Termination

We may (i) remove or disable access to any content, including recordings or uploads, that we determine in our sole discretion violates these Terms or is otherwise unlawful, offensive, or harmful; (ii) take appropriate legal action, including referral to law enforcement; and (iii) terminate or suspend access to all or part of the Services. We may cooperate with law enforcement or court orders requesting disclosure of the identity or other information of anyone posting materials on or through the Services. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR AS A CONSEQUENCE OF, SUCH INVESTIGATIONS OR ACTIONS.**

Content Standards

If the Services include public or community features, the following standards apply to all user contributions: they must comply with applicable laws and must not be defamatory, obscene, abusive, harassing, hateful, infringing, deceptive, or otherwise objectionable; must not promote illegal activity;

must not impersonate or misrepresent affiliation; and must not be recorded or shared in violation of consent, privacy, or wiretap laws. User contributions are posted at your own risk and may be viewed or used by others.

Intellectual Property Rights

Ownership; License and Restrictions

The Services and all features, and functionality (including information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers and are protected by intellectual property laws, provided that you retain the right the User Content you upload and generate.

These Terms permit you to use the Services for your personal, non-commercial use only. Except as expressly permitted, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material from the Services. If we provide Apps for download, you may download a single copy to your device for your personal, non-commercial use, subject to any applicable end user license agreement.

Trademarks

The Company name and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without our prior written permission. All other names and logos are the trademarks of their respective owners.

Feedback License

We welcome feedback, comments, and suggestions (“**Feedback**”). By submitting Feedback, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully transferable and sublicensable license to use, reproduce, modify, and otherwise exploit the Feedback for any purpose.

Third-Party Services and App Stores

The Services may integrate with or rely on third-party products or services (e.g., cloud storage, analytics, app stores). Your use of third-party services is subject to their terms and privacy policies. If you download an App from Apple’s App Store or Google Play, you acknowledge that the app store provider (i) is not a party to these Terms, (ii) has no warranty or support obligations, and (iii) is a third-party beneficiary of the App license with the right to enforce it.

Information About You; Privacy Policy Incorporation

All information we collect through the Services is subject to our Privacy Policy. By using the Services, you consent to our processing of your information as described in the Privacy Policy, including processing in jurisdictions that may not provide the same level of data protection as your home country.

Electronic Communications; Marketing

By creating an Account or using the Services, you consent to receive service-related communications (e.g., transactional, security, and legal notices) by email and/or in-App. You may opt out of marketing emails at any time via the unsubscribe link or by contacting us. Service communications are not marketing and are required for the Services.

Purchases; Subscriptions; Billing; Returns; Warranty (See Terms of Sale)

All matters relating to purchases, subscriptions (including auto-renewal), billing and payment, shipping, taxes, returns, refunds, exchanges, and the Pocket Device limited warranty are governed exclusively by our Terms of Sale, which are incorporated herein by reference and control in the event of any conflict. See: [[TERMS OF SALE URL](#)].

Linking to the Website and Social Media Features

You may link to the Website in a manner that is fair and legal and does not damage our reputation or suggest endorsement. The Website may provide features that enable you to send communications or display limited portions of content elsewhere; you may use such features solely as provided and with the content they display. We may withdraw linking permission at any time and may disable any social media features without notice.

Links from the Website

Links to third-party sites and resources are provided for convenience only. We have no control over their contents and accept no responsibility for them or for any loss or damage arising from your use. Your access to any third-party site is at your own risk and subject to such site's terms.

Reliance on Information Posted

Information presented through the Services is made available solely for general informational purposes. While we aim to provide helpful and accurate content, we make no representations or warranties regarding its accuracy, completeness, or usefulness. Any reliance you place on such information is strictly at your own risk.

Disclaimer of Warranties

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE

ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL, DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF FORESEEABLE. EXCEPT FOR AMOUNTS YOU OWE, YOUR EXCLUSIVE REMEDY AND OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS (\$100.00) OR (B) THE AMOUNT YOU PAID US, IF ANY, FOR THE SERVICES IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. We expressly disclaim liability for claims arising from your recordings or your failure to obtain required consents; you are solely responsible for compliance with recording laws.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (i) your violation of these Terms; (ii) your use of the Services, including your user contributions and any information obtained through the Services; or (iii) your recording, sharing, or use of third-party voices, statements, or conversations without proper consent or authorization.

We will promptly notify you of any claim subject to this indemnity, provided that our failure to do so will not relieve you of your obligations except to the extent it materially prejudices your ability to defend the claim. You may assume the defense and settlement of the claim with counsel reasonably acceptable to us, at your expense. We reserve the right, at our own expense, to participate in the defense and settlement of any claim. You may not settle any claim without our prior written consent if the settlement (a) admits any liability on any indemnified party, (b) imposes any obligations on any indemnified party, or (c) does not fully release the indemnified parties from all liability.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision.

Arbitration Agreement (Class Action Waiver; Opt-Out)

In the unlikely event that we are unable to resolve a legitimate legal complaint, we each agree to resolve disputes through final and binding arbitration or in small-claims court instead of in courts of general jurisdiction. YOU UNDERSTAND AND AGREE THAT, BY USING THE SERVICES, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

Before filing a claim, you agree to make a good-faith effort to resolve any dispute informally by contacting hey@heypocket.com and responding promptly to related communications. If a dispute is not resolved within 30 days of initial submission, either party may commence arbitration.

Arbitration shall be administered by the American Arbitration Association (“AAA”) under its applicable rules, including the Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Section. The AAA rules and filing forms are available at www.adr.org or by calling 1-800-778-7879. The arbitration shall be held in Delaware or another mutually agreed location. If the value of relief sought is \$10,000 or less, either party may elect to have the arbitration conducted by telephone or based solely on written submissions, subject to the arbitrator’s discretion to require an in-person hearing. Attendance at any in-person hearing may be made by telephone unless the arbitrator requires otherwise.

Carve-outs.

Nothing in this Section precludes either party from (a) bringing an individual action in small-claims court; (b) pursuing enforcement action through a government agency; (c) seeking injunctive relief in a court of law in aid of arbitration; or (d) filing suit in a court of law to address an intellectual property infringement claim.

Class Action Waiver.

CLAIMS MAY BE BROUGHT ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Opt-Out.

You may opt out of this arbitration agreement within 30 days after the date you first agree to these Terms by sending a written notice to hey@heypocket.com that includes your full legal name, email address, and a statement that you wish to opt out of arbitration.

Severability.

Except with respect to the Class Action Waiver, if any part of this Section is found unenforceable, the remainder will continue to apply. If the Class Action Waiver is found unenforceable, this entire Section is null and void.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Miscellaneous

Notices; Electronic Delivery

We may provide notices to you by email, in-App messages, Website postings, or push notifications. You agree that all electronic communications satisfy any legal communication requirements. Formal notices to us must be sent to hey@heypocket.com and to: Open Vision Engineering, Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, United States.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. We may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of assets.

Waiver

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or a waiver of any other term.

Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be limited to the minimum extent necessary so that the remaining provisions continue in full force and effect.

Entire Agreement

These Terms, together with the Privacy Policy and Terms of Sale, constitute the sole and entire agreement between you and the Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

Your Comments and Concerns (Contact Information)

The Services are operated by Open Vision Engineering, Inc., Open Vision Engineering, Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, United States. All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: hey@heypocket.com.