GoodNotes Platform Terms & conditions

This Terms & Conditions Agreement ("Terms") is made by and between Time Base Technology Limited, a Hong Kong corporation located at 7th Floor, 8 Observatory Road, Tsim Sha Tsui, Kowloon, Hong Kong ("we", "our", "us", or "GoodNotes"), and you, the user ("you", "your" or "User").

This Agreement contains the complete terms and conditions that govern the use of the GoodNotes mobile application ("GoodNotes Platform"). BY CLICKING THE "I AGREE" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS APPLICATION, OR OTHER GOODNOTES SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE "SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS APPLICATION. GOODNOTES RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT GOODNOTES' SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

You are hereby put on notice that you are obligated to periodically review this document to make yourself aware of any changes hereto and any continued use of the Application shall constitute your acceptance thereof.

1. About us and the Platform

1.1 The GoodNotes Platform which can be accessed through the GoodNotes app for invited beta testers is a social digital studying platform maintained by Time Base Technology Limited.

2. About these Terms

2.1 The purpose of these Terms is to define the terms and conditions on which we shall provide access to the GoodNotes Platform and allow you to use the various features and functionalities of the GoodNotes Platform.

3. Your use of the GoodNotes Platform

3.1 The GoodNotes Platform is designed to help users learn and collaborate effectively together. How you are able to use the GoodNotes Platform will, to some extent, be determined by whether you have created an account on the GoodNotes Platform (a "Registered Member") or are accessing the GoodNotes Platform without a registered profile (an "Unregistered User").

3.2 The services which you are able to access on the GoodNotes Platform are:

(A) For users accessing the GoodNotes Platform as an Unregistered User:

(1) viewing content that has been uploaded to the GoodNotes Platform by Registered Members; and

(2) browsing the other services and information that are available through the GoodNotes Platform.

(B) For users accessing the GoodNotes Platform as a Registered Member:

(1) posting content for other users to access;
(2) interacting (through “like” and “comment” features) with content that has been uploaded by other Registered Members; and

(3) accessing other features which may be added from time to time (either as free services, or as paid for services, including teaching and tutoring opportunities, or details about specific materials and revision guides).

3.3 Registration

(A) As mentioned above, you may be able to access some areas of the GoodNotes Platform without registering your details with us and creating an online profile. However, in order to access the main features and functionalities of the GoodNotes Platform, you must be a Registered Member. In order to become a Registered Member, you will need to create an account by following the registration process on the GoodNotes Platform. When you register, you will give us your:

(1) details of your Apple account when you “Sign in with Apple”;

(2) first and last name;

(3) email address;

(4) your country of residence; and

(5) your date of birth (you will not be permitted to create an account or use the GoodNotes Platform if you are under 16 years of age).

(B) After you complete the registration process, your profile will be activated on the GoodNotes Platform, unless your profile is not accepted due to not meeting the criteria required for participation in our community (for example, you are not old enough).

(C) Upon becoming a Registered Member of the GoodNotes Platform, it is your responsibility to treat your registration and login information relating to the GoodNotes Platform as confidential. We are not responsible for any use or misuse of your registration or login information (and resulting access to the GoodNotes Platform) arising from your failure to keep your registration or login information safe and confidential. If you know or suspect that anyone other than you knows your registration or login details, please notify us immediately.

(D) We may disable any access credentials and/or suspend your access to the GoodNotes Platform in the event that we suspect that (a) an unauthorised person is using your access credentials; or (b) you have disclosed your access credentials to a third party in breach of these Terms.

3.4 When you use the GoodNotes Platform you must not and must not attempt to:

(A) do anything that is in breach of these Terms [or our community guidelines] or misuse any reporting, flagging, complaint or dispute resolution process including by making groundless, vexatious or frivolous submissions

(B) jeopardize, breach or otherwise circumvent any security or authentication measures;

(C) access, tamper with, or use non-public areas or parts of the GoodNotes Platform;

(D) decompile, reverse engineer or disassemble the GoodNotes Platform;
download, reproduce, modify, capture, transfer, publish, translate, redistribute, license, sell or otherwise exploit for any purpose, adapt, alter or create derivative works of, any content on the GoodNotes Platform except for your User Content;

interfere with or disrupt any user, host, or network, for example by sending a virus, malware, overloading, flooding, spamming, or mail-bombing any part of the GoodNotes Platform;

access, search, or create accounts for the GoodNotes Platform by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);

access the GoodNotes Platform using any automated means (such as robots, botnets or scrapers), including to access and scrape data and content from the GoodNotes Platform;

send unsolicited communications, promotions or advertisements, or spam;

send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";

promote or advertise products or services without appropriate authorization;

abuse referrals or promotions;

harass, abuse, harm, stalk, threaten or otherwise offend others;

store, publish or share or store content that is pornographic or indecent, or that contain extreme acts of violence or terrorist activity, including terror propaganda;

store, publish or share material that is fraudulent, defamatory, or misleading;

advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability, or impairment;

impersonate any person or entity, or otherwise manipulates or forges headers or identifiers to disguise the origin of content;

harvest or otherwise collect information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;

falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);

advertise any commercial endeavour (e.g., offering for sale products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorised on this GoodNotes Platform;

any activity that amounts to a pyramid or other like scheme, including without limitation contests,

solicit money, passwords or personal information from any person;
(W) upload, submit, publish or post any content that infringes or violates (or could reasonably be expected to violate or infringe) the intellectual property rights of any other party;

(X) violate the privacy or infringe the rights of others or exploit them in any way;

(Y) promote or provide information about unlawful activities or conduct; or

(Z) violate any laws.

While GoodNotes explicitly prohibits the above conduct, you may, despite our best efforts, be exposed to such conduct and content. Your use of the GoodNotes Platform is entirely at your own risk.

We will review your conduct and your User Content for compliance with these Terms from time to time and reserve the right to, in our sole discretion, remove or disable access to your User Content, suspend or terminate your membership or access to all or any part of the GoodNotes Platform, including if we believe you are abusing the GoodNotes Platform in any way or have breached these Terms.

3.5 User Content

(A) You understand that any upload, comment or post made on the GoodNotes Platform is not private or confidential and can be read and used by other users. However, you remain the owner of your User Content and, subject to the licences granted below, you have the right to continue to use your User Content in any way you may choose.

(B) You hereby waive any rights of privacy and publicity or any other rights of a similar nature in connection with use of your User Content, or any portion thereof as authorized by these Terms.

(C) By uploading, posting, sharing or displaying any information, messages, content or material ("User Content") on the GoodNotes Platform or providing any User Content to us or our representative(s), and to the extent permitted under applicable laws, you grant us a non-exclusive irrevocable, perpetual, worldwide, royalty-free, and sub-licensable licence to display, store, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of your User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to providing current or future GoodNotes services and/or the operation, promotion or improvement of the GoodNotes Platform. You confirm and warrant to us that you have all the rights, power and authority necessary to grant the above licence.

(D) [You grant all Registered Members, Unregistered Users and all other users of the platform a non-exclusive, worldwide, royalty-free licence to access your User Content through the GoodNotes Platform, and to use your User Content, [including to reproduce, distribute, prepare derivative works, display, and perform it], only as permitted by the functionality of the GoodNotes Platform. For clarity, this licence does not grant any rights or permissions for a user to make use of your User Content independent of the GoodNotes Platform and as set out in clause 6.3]

(E) You represent, warrant and agree that (a) you shall be solely responsible for obtaining all necessary third party licences and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("Third Party Rights").
We do not endorse, edit, verify, actively monitor, moderate, or otherwise certify User Content created, submitted, uploaded, posted or displayed by any user of the GoodNotes Platform. You are solely responsible for, and may be held legally liable or accountable for, the User Content you post or display on the GoodNotes Platform. As such, you agree that we are not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through the GoodNotes Platform, including infringing, fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with you. We are not responsible and shall have no liability to you or anyone else for any act or omission of any user of the GoodNotes Platform.

We reserve the right in our sole discretion to remove, disable access to, modify or reject any User Content that you submit to, post or display on the GoodNotes Platform which we reasonably believe is unlawful, violates these Terms, could subject us or our affiliates to liability, or is otherwise found inappropriate in our sole discretion.

You understand and agree that if you delete your account, it may not be possible to completely delete your User Content from the GoodNotes Platform, and that your User Content may remain viewable elsewhere as part of the platform.

4. Terms in relation to additional services

At the point of registration or at any stage once you have registered, you may purchase additional premium features. These Terms, as supplemented by any additional terms that we notify you about at the point of purchase, will apply in relation to the premium features and services that you access through the GoodNotes Platform. We do not currently charge for any of the services that are available on the GoodNotes Platform. If fees are to be charged for any of these additional services, we will obtain your prior agreement and will not charge you unless that agreement has been obtained.

5. Data protection

5.1 As well as these Terms, there are other terms which may apply to you. These include our Privacy Policy, which can be found on https://www.goodnotes.com/privacy-policy

5.2 Where you are using the GoodNotes Platform, you agree to comply with all applicable laws relating to data privacy including but not limited to collection, processing, use, retention, disclosure and transfer of personal data.

6. Intellectual property rights

6.1 Apart from User Content uploaded by Registered Members and in relation to which we have been granted a licence (see clause 3.5 above), we are the owner of all intellectual property rights in the GoodNotes Platform and the material published on it, including, among other things, all trade marks, logos, copyright works, service marks and service names, whether they are registered or not. These various intellectual property rights, whether registered or unregistered are protected by, among other things, intellectual property laws and treaties around the world. We reserve all such rights.

6.2 Our status (and that of any contributors identified on the GoodNotes Platform) must be acknowledged. You must not in any way use any part of the materials on our GoodNotes Platform for commercial purposes without obtaining a licence from us or the author to do so.

6.3 No rights or title to any of the content on the GoodNotes Platform, including without limitation User Content, shall be considered transferred or assigned to you at any time. You also agree not to download, reproduce, modify, capture, transfer, publish, translate, redistribute, license,
sell or otherwise exploit, adapt, alter or create a derivative work from, any User Content (apart from your User Content) unless permitted under applicable copyright laws.

7. **Accuracy of information and availability of the GoodNotes Platform**

7.1 While we try to make sure that the GoodNotes Platform is accurate, up-to-date and free from bugs, we cannot promise that it will be. Any reliance that you may place on the information on or operation of the GoodNotes Platform is at your own risk.

7.2 While we try to make sure that the GoodNotes Platform is available for your use, we do not promise that the GoodNotes Platform is available at all times nor do we promise that your use of the GoodNotes Platform will be uninterrupted. You are responsible for backing up, to your own computer or other device, any important documents, images or other User Content that you store via the GoodNotes Platform.

7.3 To the fullest extent permitted by law, we, our affiliates, suppliers, and distributors make no warranties, either expressed or implied, about the GoodNotes Platform. The GoodNotes Platform is provided "as is".

8. **Third Party Content and Infrastructure**

8.1 The GoodNotes Platform may contain hyperlinks or references to third party websites other than the GoodNotes Platform. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party websites does not mean that we endorse that third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party website.

8.2 In providing the GoodNotes Platform to you, we make use of software and services provided by various third-party service providers, including Amazon Web Services, Inc and Compose, Inc. (and/or its affiliates), and are required to comply with their terms as listed here (http://goodnotes.com/terms/third_party_services.md) You agree that you will not through either your acts or your omissions in connection with your use of the GoodNotes Platform cause us to breach the third-party terms.

9. **Security.**

9.1 GoodNotes reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing GoodNotes to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

10. **Liability**

10.1 These Terms exclude or limit our liability arising out of the use of, or relating to, the GoodNotes Platform to the extent that the law permits us to do so. We do not exclude or limit our liability for death or personal injury arising from our negligence, or for our fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under the laws of England and Wales.

11. **Termination and Suspension**

11.1 You may stop using the GoodNotes Platform at any time you wish. In particular, if you do not agree with or accept any of these Terms (or updates to them), you should stop using the GoodNotes Platform immediately, and such discontinuation of your use of the GoodNotes Platform shall constitute your only remedy.
11.2 We reserve the right to suspend or terminate your access to the GoodNotes Platform immediately if:

(A) you are in breach of these Terms;

(B) you use the GoodNotes Platform in a manner which would cause a real risk of harm or loss to us or others; or

(C) if any third party providers whose software or services we require to provide the Services suspend or terminate the provision of their software or services to us.

(D) in appropriate circumstances, if you are a repeat infringer of Intellectual Property Rights, including but not limited to copyright, or are repeatedly charged with Intellectual Property Rights infringement, including but not limited to copyright infringement.

11.3 We reserve the right to suspend or terminate your access for any other reason or no reason, provided that if we do so, we will give you not less than 1 week’s notice before doing so.

11.4 Upon termination of your access to the GoodNotes Platform and any portions thereof howsoever arising, we may also terminate your access to your User Content and/or delete or disable your User Content.

12. Discontinuation

We may decide to discontinue the GoodNotes Platform for any reason or no reason. If we do so, we will endeavour to give you reasonable prior notice of us doing so, although such notice may not be possible if the discontinuation is due to unforeseen circumstances beyond our control or due to the need to comply with a legal requirement.

13. Linking to the GoodNotes Platform

13.1 You may link to the GoodNotes Platform from your website, as long as it is done in a way that is both fair and legal. This includes, but is not limited to, the sharing of social media content.

13.2 You must not link to the GoodNotes Platform if doing so may damage our reputation or where you suggest any form of association, approval or endorsement on our part where none exists.

14. Additional provisions

14.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing (including email) if this happens and we will ensure that the transfer will not affect your rights under these Terms.

14.2 The contract incorporating these Terms is between you and us. No other person shall have any rights to enforce any of these Terms.

14.3 If, for any reason we fail to enforce any provision of these Terms, this will not affect our right to later enforce that or any other provision. Any agreement not to enforce, amendment or modification of these Terms must be in writing in order for it to be effective.

14.4 If any provision of these Terms is found to be unenforceable, that provision will be limited to the minimum extent necessary in order that the other provisions of these Terms remain in full force and effect.

14.5 Under no circumstances is any independent contractor, agency, partnership, joint venture or other such relationship created by these Terms.
14.6 These Terms constitute the entire agreement between you and GoodNotes relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and GoodNotes with respect to the GoodNotes Platform. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the GoodNotes Platform or any of its services. GoodNotes may revise these Terms of Use at any time by updating this posting. You should review the Terms from time to time to determine if any changes have been made to the Terms. Your continued use of the GoodNotes Platform after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.

15. Governing law and jurisdiction

These Terms, the Website and any information contained in it will be governed by the laws of England and Wales, and the courts of England and Wales will have non-exclusive jurisdiction to hear any dispute arising from these. You agree that the courts of England shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms, the GoodNotes Platform or the legal relationship established by them, and for those purposes irrevocably submitted to the jurisdiction of the English Courts.

For the exclusive benefit of GoodNotes, GoodNotes shall also retain the right to bring proceedings against you in the courts of the country of your residence or, where these Terms are entered into in the course of your trade or profession, the country of your principal place of business.

16. Contacting us

16.1 You can get in touch with us via email to support@goodnotes.com

16.2 When you contact us in this way, we will ask you for your name and email address. We will treat this data in line with our privacy policy.