

Terms of Service for StudyBel (Sprks Technologies Inc.)

1. Acceptance of Terms

By creating an account or using StudyBel ("Service"), you accept these Terms of Service ("Terms") on behalf of yourself or the entity you represent. If you do not agree, do not use the Service. We may update these Terms at any time; continued use after changes means you accept the updated terms.

2. Description of Service

StudyBel is an online platform operated by Sprks Technologies Inc., 1111B South Governors Avenue STE 37228, Dover, DE 19904 USA (+1 831 243 4435). The Service allows users to upload lecture audio or video content. We use automatic speech recognition to transcribe the media and large-language-model technology to generate summaries, practice questions and other derivative text. The original media is deleted immediately after processing; only derived text is retained for a short period for quality assurance. StudyBel is intended for private-study and research uses and is not a tool for distributing copyrighted works.

3. Eligibility and Accounts

You must be at least 13 years old (or the age of legal majority where you live) to create an account. You are responsible for all activity under your account. Keep your login credentials secure. If you use StudyBel on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

4. User Content and Licenses

You retain ownership of any content you upload ("User Content"). By uploading User Content, you grant Sprks Technologies a limited, worldwide, non-exclusive license to process, transcribe, summarize, analyze and display the content to you and to provide the Service. You represent and warrant that you have the rights necessary to upload and use the User Content and that your use complies with applicable copyright laws. You may not upload content that infringes third-party rights, is unlawful or violates these Terms. We reserve the right to remove or disable any content that we believe violates the law or these Terms.

5. Copyright and Fair Use

StudyBel is designed for private study and research. You remain responsible for ensuring that your use complies with applicable copyright laws. StudyBel's summaries and practice questions are transformative works derived from your uploaded content.

If you believe material on StudyBel infringes your rights, please notify us. We operate a notice-and-takedown process. Contact us at legal@studybel.com with your name, contact information, a description of the copyrighted work, the infringing material, and your statement under penalty of perjury that you own the rights. We will respond promptly to valid notices.

6. Data Handling and Privacy

StudyBel uses stateless servers; uploads are processed in memory and deleted immediately after transcription. Derived text may be cached temporarily for quality assurance but is not used to train our models. See our Privacy Policy for details.

7. Subscription and Fees

StudyBel operates on a subscription basis. Fees are disclosed at the time of purchase, are charged in advance, and are non-refundable except where required by law. You agree to pay all applicable taxes. We may change our pricing with reasonable notice.

8. Prohibited Conduct

You agree not to (a) use the Service to infringe intellectual-property rights; (b) attempt to reverse engineer, decompile or access the Service's source code; (c) upload or transmit viruses or other harmful code; (d) use automated systems to scrape or harvest data; (e) circumvent security measures; or (f) use the Service for unlawful, defamatory, harassing or fraudulent activities.

9. Termination

We may suspend or terminate your access at any time for any reason, including for violation of these Terms or to protect the Service. You may cancel your subscription at any time through your account settings; cancellations take effect at the end of your current billing period. Upon termination, your license to use the Service ends, but sections 4, 5, 9-12 survive termination.

10. Disclaimers

The Service is provided "as is" and "as available." We do not warrant that the Service will be uninterrupted, error-free, or that summaries will be accurate. Your use is at your own risk. To the fullest extent permitted by law, Sprks Technologies disclaims all warranties, express or implied, including fitness for a particular purpose and non-infringement.

11. Limitation of Liability

To the maximum extent permitted by law, Sprks Technologies will not be liable for indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenue, whether incurred directly or indirectly, or any loss of data, use or goodwill. Our total liability arising out of or in connection with the Service shall not exceed the greater of \$100 or the amount you have paid us in the last 12 months.

12. Indemnification

You agree to indemnify and hold harmless Sprks Technologies and its officers, directors, employees and agents from any claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising from your use of the Service, your User Content or your violation of these Terms.

13. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Delaware, U.S.A. Any dispute will be resolved exclusively in the state or federal courts located in Delaware.

14. Miscellaneous

These Terms constitute the entire agreement between you and Sprks Technologies. If any provision is found to be unenforceable, the remaining provisions will remain in full force. You may not assign your rights under these Terms without our consent.

15. Contact

For questions about these Terms or to report violations, contact: legal@studybel.com or mail us at Sprks Technologies Inc., 1111B South Governors Avenue STE 37228, Dover, DE 19904 USA.