

TERMS OF SERVICE

Last Updated: October 30, 2025

1. ACCEPTANCE OF TERMS

Welcome to Nook. These Terms of Service ('Terms') govern your access to and use of Nook's local-first search engine, software, websites, and related services (collectively, the 'Services'). By accessing or using our Services, you agree to be bound by these Terms.

If you do not agree to these Terms, you may not access or use the Services. If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

2. ACCOUNT REGISTRATION AND SECURITY

2.1 Account Creation

To use certain features of the Services, you must create an account. You agree to:

- Provide accurate, current, and complete information
- Maintain and promptly update your account information
- Maintain the security of your account credentials
- Accept responsibility for all activities under your account
- Notify us immediately of any unauthorized access or security breach

2.2 Account Eligibility

You must be at least 13 years old (or 16 in the EEA) to use the Services. By creating an account, you represent that you meet these age requirements and have the legal capacity to enter into these Terms.

2.3 Account Suspension and Termination

We reserve the right to suspend or terminate your account if you violate these Terms, engage in fraudulent activity, or for any other reason at our sole discretion. You may terminate your account at any time through your account settings or by contacting support@nook.app.

3. LICENSE AND ACCESS

3.1 License Grant

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal or internal business purposes.

3.2 Restrictions

You agree not to:

- Copy, modify, or create derivative works of the Services
- Reverse engineer, decompile, or disassemble any portion of the Services
- Sell, resell, rent, lease, or sublicense access to the Services

- Use the Services for any illegal or unauthorized purpose
- Attempt to gain unauthorized access to any portion of the Services
- Interfere with or disrupt the integrity or performance of the Services
- Use automated systems to access the Services without our written permission
- Remove, alter, or obscure any proprietary notices on the Services

3.3 Third-Party Integrations

The Services integrate with third-party platforms (email, Slack, Discord, etc.). Your use of these integrations is subject to the respective third party's terms of service and privacy policies. We are not responsible for the practices or content of third-party services.

4. SUBSCRIPTION PLANS AND PAYMENT

4.1 Free Tier

Nook offers a free tier with basic features including local search of email and files with limited history. Free tier services are provided 'as is' without any warranties or guarantees.

4.2 Premium Subscription

The Premium subscription is available for \$15 per month and includes:

- Full-text search across all data sources
- 20+ integrations
- AI-powered search assistant
- Cloud sync across devices
- Unlimited search history
- Advanced analytics and insights
- Priority customer support

4.3 Pre-Order Terms

Pre-order customers who pay \$99 receive Premium features free for the first year (12 months from product launch), after which standard Premium pricing applies. Pre-order terms include:

- Full refund if we do not collect 50 pre-orders
- Full refund if product is not delivered within 60 days of reaching the pre-order threshold
- Automatic conversion to Premium subscription after the first year unless cancelled

4.4 Payment and Billing

- Subscription fees are billed in advance on a monthly basis
- All fees are non-refundable except as expressly stated in these Terms
- You authorize us to charge your payment method for all fees incurred
- If payment fails, we may suspend or terminate your subscription
- We reserve the right to change our pricing with 30 days' notice

4.5 Cancellation and Refunds

You may cancel your Premium subscription at any time. Cancellation takes effect at the end of your current billing period. No refunds are provided for partial months, except:

- Pre-order refunds as described in Section 4.3
- Refunds required by applicable law
- Refunds at our sole discretion for exceptional circumstances

5. USER CONTENT AND DATA

5.1 Your Data

You retain all rights to the data you index and store using Nook ('Your Data'). By using the Services, you grant us a limited license to process Your Data solely to provide the Services to you. This license terminates when you delete Your Data or terminate your account.

5.2 Data Responsibility

You are solely responsible for:

- The accuracy, quality, and legality of Your Data
- The means by which you acquired Your Data
- Ensuring you have necessary rights and permissions to index and search Your Data
- Maintaining backups of Your Data

5.3 Prohibited Content

You may not use the Services to store, transmit, or process:

- Illegal content or content that violates any applicable law
- Content that infringes intellectual property rights
- Malware, viruses, or malicious code
- Content that is defamatory, obscene, or harassing
- Personal information of others without proper consent

6. INTELLECTUAL PROPERTY

6.1 Our Ownership

The Services, including all software, designs, text, graphics, logos, and other content (excluding Your Data), are owned by Nook and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

6.2 Feedback

If you provide us with feedback, suggestions, or ideas about the Services, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such feedback without any obligation to you.

6.3 DMCA Policy

We respect intellectual property rights. If you believe content on our Services infringes your copyright, please send a DMCA notice to dmca@nook.app with:

- Identification of the copyrighted work
- Identification of the infringing material
- Your contact information
- A statement of good faith belief
- A statement of accuracy under penalty of perjury
- Your physical or electronic signature

7. DISCLAIMERS AND WARRANTIES

THE SERVICES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- ACCURACY, RELIABILITY, OR AVAILABILITY

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOU USE THE SERVICES AT YOUR OWN RISK.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOOK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- LOSS OF PROFITS, DATA, USE, OR GOODWILL
- SERVICE INTERRUPTIONS OR DATA LOSS
- DAMAGES RESULTING FROM UNAUTHORIZED ACCESS TO YOUR DATA

OUR TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES SHALL NOT EXCEED THE GREATER OF: (A) \$100, OR (B) THE AMOUNT YOU PAID US IN THE 12 MONTHS PRECEDING THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON LIABILITY, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Nook and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Services
- Your violation of these Terms
- Your violation of any rights of another person or entity
- Your Data or any content you submit through the Services

10. TERM AND TERMINATION

10.1 Term

These Terms remain in effect while you use the Services or have an account with us.

10.2 Termination by You

You may terminate your account at any time by following the cancellation process in your account settings or by contacting support@nook.app.

10.3 Termination by Us

We may suspend or terminate your access to the Services immediately, without prior notice or liability, for any reason, including if you:

- Breach these Terms
- Violate applicable laws
- Engage in fraudulent or illegal activity
- Cause harm to the Services or other users
- Fail to pay fees when due

10.4 Effect of Termination

Upon termination:

- Your right to use the Services immediately ceases
- We may delete Your Data from our servers (except as required by law)
- You remain responsible for all fees incurred before termination
- Provisions that by their nature should survive termination shall survive

11. DISPUTE RESOLUTION

11.1 Informal Resolution

Before filing a claim, you agree to contact us at legal@nook.app to attempt to resolve the dispute informally. We will attempt to resolve disputes in good faith.

11.2 Binding Arbitration

If we cannot resolve a dispute informally, you and Nook agree to resolve disputes through binding arbitration, except:

- Small claims court matters (if eligible)
- Claims for injunctive or equitable relief
- Intellectual property disputes

Arbitration will be conducted by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration will take place in [Your Jurisdiction], and judgment on the award may be entered in any court of competent jurisdiction.

11.3 Class Action Waiver

YOU AND NOOK AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION.

11.4 Opt-Out

You may opt out of the arbitration agreement by sending written notice to legal@nook.app within 30 days of first accepting these Terms.

12. GENERAL PROVISIONS

12.1 Governing Law

These Terms are governed by the laws of [Your State/Country], without regard to conflict of law principles.

12.2 Changes to Terms

We may modify these Terms at any time. We will notify you of material changes by:

- Posting updated Terms on our website
- Updating the 'Last Updated' date
- Sending email notification (for significant changes)
- Displaying a prominent notice in the application

Your continued use after changes constitutes acceptance of the modified Terms.

12.3 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

12.4 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Nook regarding the Services and supersede all prior agreements.

12.5 No Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

12.6 Assignment

You may not assign or transfer these Terms without our written consent. We may assign these Terms without restriction.

12.7 Force Majeure

We will not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, government actions, or internet failures.

13. CONTACT INFORMATION

For questions about these Terms, please contact us:

Email: legal@nook.app
Support: support@nook.app
Website: www.nook.app
Address: [Your Business Address]

ACKNOWLEDGMENT

BY USING NOOK'S SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.