

Terms of Use

Effective Date: 3/4/2025

Welcome to **Gnosis Podcast Platform** (“we”, “us”, “our”). These Terms of Use (“Terms”) govern your access to and use of our iOS application (the “App”) and related services (collectively, the “Service”). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use the Service.

1. Acceptance of Terms

By downloading, accessing, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. These Terms constitute a legally binding agreement between you and Gnosis Podcast Platform.

2. Use of the Service

Eligibility: You must be at least 18 years of age (or the applicable minimum age in your jurisdiction) to use the Service.

Scope: The Service is designed to provide access to podcast content, voice assistant features, personalized listening experiences, subscription management, and related functionalities. Your use of the Service is subject to these Terms and any additional guidelines posted within the app.

3. Account Registration and Security

- **Account Creation:** To use certain features of the Service, you must register for an account and provide accurate, current, and complete information.
- **Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. Notify us immediately if you suspect any unauthorized use of your account.

4. Subscriptions and Payment

- **Subscription Services:** Some features of the Service may be available only via a subscription. Subscription and payment processing is handled by Apple/StoreKit.
- **Billing:** By subscribing, you authorize Apple to charge your account for the subscription fees in accordance with Apple’s terms. You agree to abide by any billing and cancellation policies as provided by Apple.

5. User Conduct and Prohibited Activities

You agree to use the Service only for lawful purposes and in accordance with these Terms. Prohibited conduct includes, but is not limited to:

- Unauthorized access or use of other users’ accounts or data.
- Interfering with or disrupting the operation of the Service.
- Uploading, transmitting, or distributing harmful or unlawful content.
- Engaging in any fraudulent or deceptive practices.

6. Content and Intellectual Property

- **Ownership:** All content, features, and functionality provided by the Service, including software, text, images, and audio, are the property of Gnosis Podcast Platform or its licensors and are protected by intellectual property laws.
- **User Content:** You may be able to submit feedback or other content (“User Content”) to the Service. By submitting User Content, you grant us a worldwide, non-exclusive, royalty-free license to use, modify, reproduce, and display such content solely for the purpose of operating and improving the Service.
- **Restrictions:** You may not reproduce, modify, or distribute any part of the Service without our prior written consent.

7. Third-Party Services

Our Service utilizes third-party services including:

- **Supabase:** For user authentication and data storage.
- **OpenAI:** For processing voice data used in our voice assistant feature.
- **Podcast Index API:** For accessing podcast-related data. Your use of these third-party services is also governed by their respective terms and privacy policies. We are not responsible for the practices of these third parties.

8. Disclaimers

The Service is provided on an “as is” and “as available” basis without warranties of any kind. To the fullest extent permitted by law, Gnosis Podcast Platform disclaims all warranties, whether express or implied, including but not limited to:

- The accuracy, reliability, or completeness of any content.
- The uninterrupted or error-free operation of the Service.
- Any warranties of merchantability, fitness for a particular purpose, or non-infringement.

9. Limitation of Liability

In no event shall Gnosis Podcast Platform, its affiliates, or its respective directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Service, even if advised of the possibility of such damages. Our total liability to you for any claim arising out of or relating to these Terms or your use of the Service shall not exceed the amount you paid, if any, to access the Service.

10. Indemnification

You agree to indemnify and hold harmless Gnosis Podcast Platform, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses, including reasonable attorneys’ fees, arising out of or in any way connected with your access to or use of the Service, or your violation of these Terms.

11. Termination

We reserve the right to suspend or terminate your access to the Service at our sole discretion, without notice, for conduct that we believe violates these Terms or is harmful to other users or to the operation of the Service. Upon termination, your right to use the Service will immediately cease.

12. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws applicable in your jurisdiction, without regard to conflict of law principles. Any disputes arising out of these Terms or your use of the Service shall be resolved through binding arbitration, subject to the applicable rules of arbitration, or in the appropriate courts as determined by the jurisdiction.

13. Modifications to These Terms

We reserve the right to modify these Terms at any time. If we make significant changes, we will update the Effective Date at the top of these Terms and notify you via the Service or through other reasonable means. Your continued use of the Service after any modifications signifies your acceptance of the revised Terms.

14. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

Gannon Gesiriech

Email: gannon@gnosispod.com