

## Terms of Service for Machine Name

Last Updated: 12/01/2024

Welcome to **Machine Name**, a note-taking application provided by **Machine Name LLC** ("we," "our," "us"). By using the Machine Name app (the "App"), you agree to comply with and be bound by the following Terms of Service (the "Terms"). If you do not agree with these Terms, you must not use the App.

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### 1. Acceptance of Terms

By downloading, installing, or using Machine Name, you agree to these Terms of Service and our Privacy Policy. We reserve the right to modify, update, or change these Terms at any time. Any changes will be posted here, and the "Last Updated" date will be updated. Please review these Terms periodically for any updates.

### 2. Use of the App

Machine Name is a note-taking application designed to allow users to create, store, and manage notes. You agree to use the App only for lawful purposes and in accordance with these Terms. You are responsible for your use of the App and any content you upload or create.

### 3. Eligibility

To use the App, you must be at least 13 years old. If you are under 18, you must have the consent of a parent or legal guardian to use the App.

### 4. Account Creation

To access certain features of the App, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process. You are responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account.

If you suspect unauthorized access to your account, you must notify us immediately at [contact email]. We are not responsible for any loss or damage resulting from unauthorized access to your account.

### 5. User Content

- **Ownership:** You retain ownership of the notes and content you create or upload to the App. By using the App, you grant us a non-exclusive, worldwide, royalty-free license to

store, display, and use your content solely for the purpose of providing the services of the App.

- **Prohibited Content:** You agree not to upload, post, or share content that:
  - Violates any applicable law or regulation.
  - Is harmful, harassing, defamatory, obscene, offensive, or discriminatory.
  - Infringes on the intellectual property rights of others.
  - Contains viruses, malware, or other harmful code.

We reserve the right to remove any content that violates these Terms or is deemed inappropriate in our sole discretion.

## 6. App Availability and Changes

We do not guarantee that the App will be available at all times or that it will operate without interruption. We reserve the right to modify, suspend, or discontinue the App or any features at any time without prior notice.

## 7. Third-Party Services

The App may include links to third-party websites or services that are not operated or controlled by us. We are not responsible for the content, privacy practices, or actions of third-party websites. You access these third-party services at your own risk.

Additionally, the App uses third-party services such as **Firebase** for analytics, storage, and other functionalities. By using the App, you consent to the collection and use of data by these third parties as described in their respective privacy policies.

## 8. Privacy

Your use of the App is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal information. Please review our Privacy Policy for more details.

## 9. Prohibited Conduct

By using the App, you agree not to engage in the following prohibited activities:

- Use the App for any illegal, fraudulent, or harmful purpose.
- Impersonate any person or entity, or falsely represent your affiliation with any person or entity.
- Engage in any activity that interferes with or disrupts the operation of the App or its servers.
- Use automated tools or scripts (such as bots) to access or interact with the App in any manner.

## 10. Termination

We may suspend or terminate your access to the App if we believe you have violated these Terms or if we are required to do so by law. You may also terminate your account at any time by contacting us at [contact email]. Upon termination, your access to the App will be revoked, and your content may be deleted in accordance with our Privacy Policy.

## 11. Disclaimers

- **No Warranty:** The App is provided "as is" without warranties of any kind, either express or implied. We do not warrant that the App will meet your expectations, be error-free, or be available without interruptions.
- **Limitation of Liability:** In no event shall **Machine Name LLC** be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, data, or business, arising out of or related to the use of the App.

## 12. Indemnification

You agree to indemnify, defend, and hold harmless **Machine Name LLC**, its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of your use of the App, your content, or any violation of these Terms.

## 13. Intellectual Property

All content, features, and functionality of the App, including the design, text, graphics, logos, and software, are owned by **Machine Name LLC** or its licensors and are protected by intellectual property laws. You may not use, copy, modify, or distribute any part of the App without our explicit permission.

## 14. Governing Law

These Terms are governed by and construed in accordance with the laws of the state of [State], United States, without regard to its conflict of law principles. Any legal action or proceeding related to these Terms shall be brought in the appropriate courts located in [State].

## 15. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of the remaining provisions.

## 16. Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices published on the App, constitute the entire agreement between you and **Machine Name LLC** regarding the use of the App.

## **17. Contact Us**

If you have any questions about these Terms or need assistance with your account, please contact us at:

**Machine Name LLC**

Email: [support@machinename.dev](mailto:support@machinename.dev)