

# Supplemental Terms

**Effective Date: May 11, 2023**

These “Supplemental Terms” apply to our features which incorporate artificial intelligence models or tools (each an “AI Feature”). These AI Features are made available to you pursuant to these Supplemental Terms. You should carefully read through these Supplemental Terms to understand your rights and responsibilities, as these Supplemental Terms constitute a contract between you and Evernote. If you do not agree to these Supplemental Terms, do not use the AI Feature(s). If you use the AI Feature, you shall be deemed to confirm your acceptance of these Supplemental Terms and your agreement to be a party to this binding contract. If there is any conflict between these Supplemental Terms and the [Terms of Service](#), then the terms of these Supplemental Terms shall govern with respect to the AI Feature.

If you subscribe through an Individual Account, you are both the Account Holder and End User of an Evernote Service account. If you subscribe through a Multi-Seat Account, the Account Holder is the Customer who has contracted with Evernote, as defined in that agreement, and the End Users are the individuals whose user accounts are linked to that account. Capitalized terms that are not defined in these Supplemental Terms are defined in our [Glossary](#).

You agree to receive electronically all communications, agreements, and notices that we provide in connection with any Evernote product or service (“Communications”), including by e-mail, text, in-app notifications, or by posting them on the Evernote website or through any Evernote service or product. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We may update these Supplemental Terms from time to time. If we do update these Supplemental Terms, you are free to decide whether to accept the updated terms or to stop using the AI Feature. Your use of the AI Feature after the effectiveness of that update will be deemed to represent your agreement with, and consent to be bound by, the updated Supplemental Terms.

## **Use Requirements; Intellectual Property**

The AI Feature may allow you to input or upload text, images, and other data (“Input”). Based on the Input, you may generate and receive certain output (“Output”). Your use of the AI Feature must comply with our [User Guidelines](#) and you must not engage in activity that is harmful to you, the AI Feature, or others. You must use any Output in accordance with applicable law and subject to any third-party rights.

As between you and us, you own your Input, and we hereby assign to you any right we may have to the Output. You acknowledge and agree that due to the nature of the AI Feature, others may receive identical or similar-looking Output and that the AI Feature may generate incorrect information.

## **Privacy**

Your use of the AI Feature is subject to the Evernote [Privacy Policy](#), which describes our collection, use, and disclosure of personal information. We do not use Input or Output to train our artificial intelligence models or tools unless you direct us to do so.

The AI Feature may contain functionality or features that are contingent on access to or use of applications developed by third parties. In accordance with our Privacy Policy, we require any service providers to agree to strict data protection requirements.

### **Feedback**

You agree that any submission of ideas, suggestions, comments, questions, or other feedback (“Feedback”) relating to the AI Feature to Evernote is at your own risk and that Evernote has no obligations (including, without limitation, obligations of confidentiality) with respect to such Feedback. Evernote may use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, disclose, and/or otherwise use Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise. Nothing in these Supplemental Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

### **No Representations or Warranties**

ALL AI FEATURES, SUPPORT, AND ADDITIONAL SERVICES ARE PROVIDED “AS IS” AND EVERNOTE, ITS SUBSIDIARIES, PARENTS, AFFILIATES, SERVICE PROVIDERS, AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THESE TERMS, WE DO NOT WARRANT THAT YOUR USE OF THE AI FEATURE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT WE WILL REVIEW YOUR DATA (INCLUDING OUTPUT) FOR ACCURACY, OR THAT WE WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. YOU UNDERSTAND THAT USE OF THE AI FEATURE NECESSARILY INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED, INTERCEPTED, OR STORED ACROSS SUCH NETWORKS. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE, OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD-PARTY SERVICE PROVIDERS. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

### **Indemnification**

You agree to indemnify and hold Evernote, its subsidiaries, parents, affiliates, officers, agents, employees, service providers, and other partners harmless from and against any and all claims, actions, costs, liabilities, damages (actual and consequential), penalties, fines, losses, and expenses (including legal and other professional fees) arising out of, relating to, or resulting from: (i) your use of the AI Feature, including your subsequent use of any Output from the AI Feature; (ii) your breach of these Supplemental Terms; or (iii) your violation of any applicable law, rules, or regulations. In the event of such claim, we will endeavor to provide notice of the claim, suit, or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder. You agree that the provisions in this section will survive any termination of your account, these Supplemental Terms, your access to the AI Feature, or your access to the Evernote Service.

**Suspension and Termination**

We reserve the right to suspend or discontinue offering or supporting all or part of any AI Feature at any time and for any reason, to some or to all users. Subject to the requirements of applicable law, we may limit, suspend, or terminate your use of any of the AI Feature at any time without notice and for any reason, including, without limitation, if you breach these Supplement Terms, if you violate the User Guidelines, or if your Evernote account is suspended, deactivated, or closed by us or by you.

**Who Am I Contracting With?**

If you reside in the United States or Canada, then the other party to this contract is Evernote Corporation, a corporation headquartered in California. If you reside in Brazil, then the other party to this contract is Evernote do Brasil Serviços de Aplicações Ltda., a company headquartered in the city of São Paulo, State of Sao Paulo, Brazil (“Evernote Brasil”). If you reside outside of the United States, Canada and Brazil, then the other party to this contract is Evernote GmbH, a company headquartered in Zurich, Switzerland. (Evernote Corporation, Evernote GmbH and Evernote Brasil, as applicable, may be referred to in these Supplemental Terms as “Evernote,” “we” and sometimes “us”).

In the event of a conflict, the English language version shall govern.