

Terms of Service

Effective Date: October 10, 2025

Last Updated: October 10, 2025

1. Agreement to Terms

By accessing or using the TellMeWhen mobile application ("App"), website, or any related services (collectively, the "Service"), you agree to be bound by these Terms of Service ("Terms"). If you disagree with any part of these terms, you do not have permission to access the Service.

These Terms constitute a legally binding agreement between you and TellMeWhen Corporation ("TellMeWhen," "we," "us," or "our"), a Delaware corporation.

Contact Information:

TellMeWhen Corporation

390 NE 191st St, Suite 17246

Miami, Florida 33179

Email: info@tellmewhen.com

Phone: +1 (305) 209-6015

2. Description of Service

TellMeWhen is an AI-powered web monitoring and notification service that allows users to create custom prompts to monitor specific conditions across the internet. When your specified conditions are met, we notify you through push notifications.

2.1 Core Features

- **Prompt Creation:** Create text-based monitoring requests (up to 150 characters)
- **Automated Monitoring:** We check your prompts at frequencies based on your subscription plan
- **AI Analysis:** Our system uses artificial intelligence to interpret prompts and validate conditions

- **Notifications:** Receive alerts when your conditions are satisfied
- **Credit System:** Service usage is measured in credits

2.2 Service Limitations

- Maximum prompt execution time: 15 minutes
- Prompt frequency restrictions based on subscription tier
- AI interpretation may not always be accurate
- Website summarization may fail due to site changes, technical restrictions, or access controls
- Notification delivery is not guaranteed and may be delayed

3. Eligibility and Account Requirements

3.1 Age Requirements

You must be at least 13 years of age to use the Service. By using the Service, you represent and warrant that you meet this age requirement.

3.2 Account Registration

- Accounts are created through third-party authentication providers (Google or Apple)
- You must provide accurate and complete information
- You are responsible for maintaining the security of your account
- You must notify us immediately of any unauthorized access

3.3 Account Restrictions

- Each person may maintain multiple accounts tied to different identity providers
- Account sharing or transfer is strictly prohibited
- We reserve the right to refuse service to users suspected of abusing account creation for free credit bonuses
- Automated account creation is prohibited

4. Subscription Plans and Billing

4.1 Subscription Tiers

We offer multiple subscription plans with varying credit allocations and features:

- **Free:** Limited credits and features
- **Starter:** 200 credits/month
- **Pro:** 600 credits/month with premium features
- **Elite:** 1800 credits/month with premium features

4.2 Payment Terms

- Subscriptions automatically renew monthly unless cancelled
- Payment is processed at the beginning of each billing period
- You may cancel your subscription at any time
- Upon cancellation, you retain access until the end of your current billing period

4.3 Price Changes

We may adjust prices with 30 days' notice. Continued use after price changes constitutes acceptance of the new pricing. We may, at our sole discretion, maintain previous pricing for existing users.

4.4 One-Time Purchases

Credits may be purchased separately from subscriptions. One-time purchased credits do not expire, while subscription credits expire at the end of each billing month.

4.5 Autoload

You may enable automatic credit top-ups when your balance is insufficient. Autoload credits do not expire.

5. Credit System

5.1 Credit Usage

- Base prompt execution: 1 credit
- Additional features may require extra credits
- Credit costs for features may change with notice
- Elite subscribers receive certain premium features at no additional credit cost

5.2 Credit Expiration

- Subscription credits expire at the end of each billing month
- Autoload credits never expire
- One-time purchased credits never expire
- No rollover of expired credits

5.3 New User Bonus

New users receive 25 complimentary credits upon account creation. This bonus is limited to one per person, regardless of the number of accounts created, and is provided in lieu of a free-trial period.

6. Refund Policy

6.1 General Policy

Due to the usage-based nature of our Service, refunds are generally not provided once credits have been consumed.

6.2 Refundable Circumstances

Refunds may be issued for:

- Erroneous or duplicate billing charges
- Accidental purchases (at our discretion)
- Service failures attributable to TellMeWhen

6.3 Refund Requests

All refund requests are reviewed on a case-by-case basis. Requests made after credits have been consumed will be reviewed with high scrutiny. There is no satisfaction guarantee period.

6.4 Terminated Accounts

Users banned for Terms violations will receive refunds only for unused one-time purchased credits. No refunds will be issued for subscription fees.

7. User Content and Conduct

7.1 Your Content

By creating prompts, you grant TellMeWhen a worldwide, non-exclusive, royalty-free license to use, process, store, and analyze your prompts solely for:

- Providing the Service
- Service improvements and analytics
- Compliance with legal obligations

We will not use your prompt data for machine learning model training without your explicit consent.

7.2 Prohibited Content

You may not create prompts that:

- Monitor or seek illegal content
- Target dark web or encrypted services
- Harvest personal information without consent
- Infringe on intellectual property rights
- Promote hate speech, violence, or harassment
- Exploit minors in any way
- Violate any applicable laws or regulations

7.3 Prohibited Conduct

You agree not to:

- Violate any third-party website's terms of service
- Use the Service for any illegal purpose

- Attempt to circumvent Service limitations
- Reverse engineer or decompile the Service
- Create false or misleading prompts
- Engage in any activity that disrupts the Service
- Resell or redistribute credits or Service access

7.4 Content Monitoring

We reserve the right to review and remove any content that violates these Terms. Users may report inappropriate content, and we will review reports at our discretion.

8. Third-Party Services and Website Access

8.1 Website Access Disclosure

Your prompts may cause our Service to access third-party websites to check specified conditions. You acknowledge and agree that:

- You are solely responsible for ensuring your prompts comply with all applicable website terms of service and laws
- TellMeWhen is not liable for any violations of third-party terms resulting from your prompts
- Some websites may block or restrict our access capabilities
- Results may be incomplete, outdated, or inaccurate due to technical limitations or access restrictions

8.2 Third-Party Services

Our Service integrates with various third-party providers:

- **Azure:** Artificial intelligence processing
- **AWS:** Infrastructure and hosting (data stored in us-east-1 and us-west-1)
- **Serper:** Web search functionality
- **Google/Apple:** Authentication services & payment processing
- **Expo:** Push notification delivery

You acknowledge that these third-party services have their own terms and privacy policies.

9. Intellectual Property

9.1 TellMeWhen Property

The Service, including all software, designs, graphics, and content, is owned by TellMeWhen and protected by intellectual property laws. You may not copy, modify, or distribute any part of our Service without permission.

9.2 Monitoring Results

All monitoring results and data generated by the Service are owned by TellMeWhen. You are granted a limited license to view and use these results for personal, non-commercial purposes, unless assigned an Enterprise level account for commercial purposes. License agreements with Enterprise customers will be governed through a separate contract prior to procurement of an Enterprise plan.

9.3 Feedback

Any feedback, suggestions, or improvements you provide become the property of TellMeWhen without compensation to you.

10. Privacy and Data Protection

10.1 Data Collection

We collect and process personal data as described in our Privacy Policy. By using the Service, you consent to such processing.

10.2 Data Location

All data is stored in United States data centers (AWS regions us-east-1 and us-west-1).

10.3 Data Retention

- Active account data is retained while your account is active
- After account deletion, certain records may be retained for legal compliance, fraud

prevention, and security purposes

- Audit logs are retained indefinitely for security and compliance

10.4 GDPR Compliance

We maintain GDPR compliance including:

- Data encryption (Article 32)
- Data breach detection (Article 33)
- Data retention policies (Article 5)

11. Account Suspension and Termination

11.1 Termination by You

You may delete your account at any time through the App. Account deletion includes:

- Email confirmation requirement
- 7-day grace period before permanent deletion
- Option to cancel deletion during grace period

11.2 Termination by TellMeWhen

We reserve the right to suspend or terminate accounts that:

- Violate these Terms
- Engage in fraudulent activity
- Abuse the Service or other users
- Coordinate spam or denial of service attempts

11.3 Effect of Termination

Upon termination:

- Access to the Service immediately ceases
- Subscription fees are non-refundable
- Unused one-time purchased credits may be refunded (banned users only)

- Some data may be retained as described in Section 10.3

12. Disclaimers and Limitations of Liability

12.1 Service Provided "As Is"

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12.2 No Guarantee of Accuracy

We do not guarantee:

- Accuracy of AI interpretations
- Completeness of summarization results
- Timeliness of notifications
- Continuous Service availability
- Error-free operation

12.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TELLMEWHEN'S TOTAL LIABILITY FOR ANY CLAIMS UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

IN NO EVENT SHALL TELLMEWHEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR USE.

12.4 Force Majeure

We are not liable for failures caused by circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, wars, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

13. Indemnification

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

- Your use of the Service
- Your violation of these Terms
- Your violation of any third-party rights
- Your prompts or content
- Your violation of any third-party website's terms

14. Dispute Resolution

14.1 Informal Resolution

Before filing any formal dispute, you agree to attempt to resolve disputes informally by contacting us at info@tellmewhen.com.

14.2 Binding Arbitration

If informal resolution fails, any dispute shall be resolved through binding arbitration under the rules of the American Arbitration Association. Arbitration shall occur in Delaware.

14.3 Class Action Waiver

YOU AGREE TO RESOLVE DISPUTES WITH TELLMEWHEN ON AN INDIVIDUAL BASIS. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR ANY OTHER FORM OF REPRESENTATIVE PROCEEDING.

14.4 Exceptions

The following disputes are not subject to arbitration:

- Small claims court actions
- Injunctive relief for intellectual property violations

15. General Provisions

15.1 Governing Law

These Terms are governed by Delaware law, without regard to conflict of law principles.

15.2 Entire Agreement

These Terms constitute the entire agreement between you and TellMeWhen regarding the Service.

15.3 Modifications

We may modify these Terms at any time. Material changes will be notified through the App or via email. Continued use after changes constitutes acceptance.

15.4 Severability

If any provision is found unenforceable, the remaining provisions shall continue in full effect.

15.5 Waiver

Our failure to enforce any provision is not a waiver of that provision or any other provision.

15.6 Assignment

You may not assign these Terms. We may assign our rights and obligations without restriction.

15.7 Notices

Legal notices should be sent to:
TellMeWhen Corporation
390 NE 191st St, Suite 17246
Miami, Florida 33179
Email: info@tellmewhen.com

16. Export Control

You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce.

17. Additional Mobile App Terms

17.1 App Store Terms

Your use of the App is also subject to the terms of the app store from which you downloaded the App (Apple App Store or Google Play Store).

17.2 Push Notifications

By using the App, you consent to receive push notifications. You may disable notifications through your device settings.

17.3 Device Permissions

The App may request access to:

- Notifications
- Network connectivity
- Device storage

18. California Residents

California residents may have additional rights under California law. Please refer to our Privacy Policy for information about California privacy rights.

19. Questions and Contact

For questions about these Terms, please contact:

Email: info@tellmewhen.com

Phone: +1 (305) 209-6015

Mail: TellMeWhen Corporation, 390 NE 191st St, Suite 17246, Miami, Florida 33179

By using TellMeWhen, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.