

DTEN Action Terms of Use

Effective date: 19 October 2026

Version: 2.5

These Terms of Use ("Terms") are an agreement between you and **DTEN, Inc.** ("DTEN", "we", "us") about your use of the DTEN Action app, the DTEN Action Card recorder when used with the app, and the DTEN cloud services that work with them (together, the "Service").

Please read Section 18 carefully if you live in the United States. It contains an arbitration agreement and a class action waiver that affect how disputes are resolved, and explains how to opt out within 30 days.

1. Agreement

1.1 By creating an account or using the Service, you agree to these Terms. If you do not agree, do not use the Service.

1.2 If you use the Service for an organization, you confirm that you are allowed to accept these Terms for it. If your organization has a separate written agreement with DTEN for the Service, that agreement controls where it conflicts with these Terms.

1.3 **These Terms are not your permission for AI processing.** Accepting these Terms does not by itself allow us to upload your recordings or send them to AI providers. We ask for that permission separately, in the app, through the Cloud & AI screen (see Section 7).

2. Other terms that apply

- **Privacy Policy.** Our Privacy Policy explains how we handle personal information. You can find it in the app and on our website. Please read it.
- **Hardware.** Your purchase of DTEN Action Card, including its warranty and returns, is governed by the terms of sale you agreed to when you bought it. These Terms do not change them.
- **Third-party services.** When you connect another service, such as Zoom, Google Calendar or Salesforce, that service's own terms apply to your use of it. You must comply with them and with the terms of your

wireless carrier and any other third party whose service you use with the app.

3. Who can use the Service

3.1 You must be **at least 18 years old** and able to enter into a binding contract.

3.2 We may limit who can create an account — for example, to approved organizations or people who have DTEN Action Card.

3.3 You confirm that you are not located in a country subject to a U.S. Government embargo or designated by the U.S. Government as a "terrorist supporting" country, and that you are not on any U.S. Government list of prohibited or restricted parties.

3.4 **Where we offer the Service.** We offer the Service in the United States, the European Economic Area (EEA), the United Kingdom, Switzerland and Japan.

4. Your account

4.1 Give accurate information when you create your account and keep it up to date.

4.2 Keep your password safe. Do not share your account or create an account for someone else without their authority.

4.3 Tell us promptly by submitting a ticket at help.dten.com if you believe someone has used your account without permission. You are responsible for activity under your account that you allow.

5. Price

5.1 The DTEN Action app is currently free to download and use, and it does not offer any in-app purchases.

5.2 We plan to offer optional paid plans soon, as auto-renewable subscriptions sold through Apple's In-App Purchase on iPhone and Google Play Billing on Android. Before you buy, the app and the app store will show you the price, the billing period and what the plan includes, and you will be charged only if you confirm the purchase. When you buy through Apple or Google Play, that store's rules for payment, renewal, cancellation and refunds apply to your purchase. We will update these Terms before paid plans become available.

6. Your license to use the app

6.1 We grant you a limited, personal, non-exclusive, non-transferable, revocable license to use the DTEN Action app on iPhone or Android devices that you own or control, and to use the Service for its intended purposes under these Terms. If you downloaded the app from the Apple App Store, your license is also subject to Section 20. If you downloaded it from Google Play, the Google Play Terms of Service also apply to your download and use of the app.

6.2 DTEN and its licensors keep all rights in the app, the Service, our software, designs and trademarks. These Terms do not give you ownership of any of them.

6.3 You must not, and must not help others to:

- copy, modify or distribute the app, except as the law allows;
- reverse engineer, decompile or disassemble the app or Action Card firmware, except where the law allows it despite this restriction;
- bypass security or access controls, or access another person's account or content;
- interfere with or overload the Service, or introduce malware;
- use the Service to break the law or infringe anyone's rights.

7. Cloud & AI features

7.1 **Two modes.** You can use DTEN Action with **Cloud & AI** on or in **phone-only mode**. In phone-only mode, recordings are not uploaded to DTEN's cloud, and transcripts, summaries, action items, Ask AI, Voice ID and About Me are not available. Cloud storage and AI processing go together; we do not offer one without the other. Connecting Zoom is a separate choice that works in either mode (see Section 11).

7.2 **Separate permission.** We upload recordings and send them to our AI providers — Google (Gemini API) and OpenAI — only after you tap **Turn on Cloud & AI** in the app. You can turn it off at any time in **Settings > Cloud & AI**. Turning it off stops the app from uploading recordings, and we do not start any new AI processing of your data; requests that were already sent to an AI provider cannot be withdrawn. Turning it off does not delete what is already in your account. The Privacy Policy explains what is sent, to whom, and what happens when you turn it off.

7.3 **AI output can be wrong.** Transcripts, speaker labels, summaries, titles, answers, meeting briefs, project notes and suggested action items are generated by AI. They can be incomplete, inaccurate or attributed to the wrong person. Check them before you rely on them or share them. A suggested action item does not mean that the action has been done.

7.4 **No high-risk decisions.** Do not rely on AI output as the basis for decisions about health, legal, financial, employment, safety or other high-risk matters, or for decisions that have a significant

effect on a person. AI output is not professional advice. You are responsible for the decisions and actions you take.

7.5 We may change which AI models or providers we use. If we add a new AI provider or a new use of your content, we will ask for your permission again before it applies to you.

8. Recording other people

8.1 Your responsibility. Before you record a conversation, meeting or call, tell the people involved that you are recording, and obtain any consent required by the laws, workplace rules and agreements that apply. Some places require everyone's consent. Where required, also tell them that the recording will be uploaded, transcribed and processed by AI, and, if you connect Zoom, sent to Zoom. If you record for work or business, you or your organization may also be responsible under data protection law for the recording — for example, for telling people how it will be used and processed by AI, and for having a lawful basis to record.

8.2 Signals are not consent. A light, vibration or on-screen indicator on Action Card or in the app, or your acceptance of these Terms, does not by itself mean that every participant has agreed to be recorded.

8.3 When to stop. If you do not have the permission you need, or someone objects where recording would be unlawful, do not record, or stop recording. Do not upload, transcribe or share a recording you are not allowed to use.

8.4 No covert surveillance. Do not use the Service to secretly record people, to monitor them unlawfully, or to collect information in violation of their privacy.

8.5 Reporting unlawful content and our response. You or anyone else can report a recording or other content that you believe is unlawful, including a recording made without a required consent, by emailing help.actioncard@dtten.com with the reasons and enough detail for us to find it. We will review reports promptly and diligently. If we receive a credible report, we may limit features, suspend or close the account involved, and preserve or remove content as the law allows or requires. If we restrict content or an account, we will tell the account holder which content or feature is affected, why, and how to challenge our decision, unless the law prevents us. Our point of contact for users and authorities under the EU Digital Services Act is help.actioncard@dtten.com (in English). Our legal representative in the EU under that Act is our EU representative named in Section 2 of our Privacy Policy.

9. Voice ID

9.1 Voice ID is optional. It creates a voiceprint from your voice, which is biometric data. We collect it only after you agree on the separate Voice ID screen, and we handle it, including when we

destroy it, as described in Section 9 of the Privacy Policy. Voice ID is deleted automatically if you do not use DTEN Action for 24 months. Accepting these Terms is not consent to Voice ID.

9.2 Set up Voice ID only with **your own voice**. Do not enroll another person's voice, or play someone else's recorded voice during setup.

9.3 When Voice ID is on, the voices of other people in your recordings are compared automatically with your voiceprint to work out which parts are yours. We do not create voiceprints for them. You are responsible for telling people that you are recording them and for obtaining any consent the law requires (see Section 8).

9.4 You can delete Voice ID at any time in **Settings > Voice ID**.

10. Your content

10.1 **You keep your rights**. You keep any rights you have in your recordings, imported audio, transcripts, notes, questions and other material you provide ("Your Content"). Other people who speak in a recording may also have rights in it.

10.2 **Permission you give us**. You allow DTEN, and the service providers named in the Privacy Policy, to host, copy, transmit, process and display Your Content only as needed to provide and support the features you use, according to the Privacy Policy and the choices you make in the app. This permission ends when Your Content is deleted from our systems as described in the Privacy Policy's retention section.

10.3 **No training of general-purpose AI models**. DTEN does not use your recordings or content created from them to train general-purpose AI models. Using your content to personalize your own results, for example through About Me, is not training.

10.4 **You are responsible for Your Content**. You confirm that you have the rights and permissions needed to provide Your Content to the Service and to have it processed as these Terms and the Privacy Policy describe.

10.5 **Sharing and exporting**. Check the recipient before you share or export content. Copies that you send to another person or service, including recordings sent to Zoom, are controlled by them. Deleting content in DTEN Action does not delete copies you have already shared or sent elsewhere.

11. Connected services

11.1 You can choose to connect Zoom, Google Calendar or Salesforce. Review the connection screen and the permissions you grant before connecting.

11.2 Zoom: connection and transfer. If you connect your Zoom account, the app sends the recording audio and information about the recording, such as its title and times, **directly from your phone to Zoom**. It does not go through DTEN's servers. When you first connect Zoom, new recordings are set to go **to Zoom only** and are not uploaded to DTEN's cloud. You can change where recordings go in Settings.

11.3 Zoom: processing by Zoom. Zoom uses its AI Companion to create a summary, next steps and a transcript of the recordings you send. Zoom's terms and privacy policy apply to what Zoom does with your recordings. Disconnecting Zoom stops future sending only; it does not delete anything already sent to Zoom. Use Zoom's own controls to delete it.

11.4 Disconnecting. Disconnecting any service stops future transfers. It does not remove information already delivered to the other service, and it does not revoke the access you granted in your account with that service. Use that service's own controls to delete information or remove access.

11.5 We are not responsible for other services, their availability, or what they do with information you send them.

12. Feedback

If you send us ideas or suggestions about the Service, we may use them without any obligation to you. This does not give us any rights in Your Content.

13. Availability, changes and support

13.1 The Service depends on compatible hardware, phone operating system permissions, network connections and third-party services. Interruptions to any of them can affect recording transfer and processing. DTEN's cloud does not keep recording audio after AI processing is complete, so the audio of a recording stays only on the phone that received it. If you change or lose that phone, or remove the app, the audio cannot be recovered from DTEN. Keep a separate copy of important recordings.

13.2 We may update or change features for the reasons listed in Section 21.1. If a change materially and negatively affects your access to or use of the Service, we will tell you clearly and in advance, and — if you are a consumer in the EEA, the UK or Switzerland — you may end these Terms free of charge within 30 days. Where a feature is removed, we will give you a way to export or download your content first.

13.3 DTEN provides all support and maintenance for the app. Submit a ticket at help.dten.com.

14. Suspension and ending

14.1 **You** can stop using the Service at any time. To delete your account and your content, use **Settings > Delete account**. The Privacy Policy explains what deletion removes, how long it takes, and the limited exceptions. Removing the app, signing out or disconnecting a service does not delete your account.

14.2 **We** may suspend or end your access if you seriously or repeatedly break these Terms, if your use creates a legal or security risk, or if the law requires it. Where appropriate and lawful, we will tell you why and give you a chance to respond or to download your content first.

14.3 Sections 2, 6.2, 10.1, 10.4, 12, and 15 to 21 continue after these Terms end.

15. Disclaimers

TO THE EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". DTEN DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT AI OUTPUT WILL BE ACCURATE OR COMPLETE, AND DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. This section does not affect the hardware warranty in your terms of sale, or any rights you have as a consumer that cannot be excluded by law. This section does not apply to consumers in the EEA, the UK or Switzerland (see Section 19).

16. Limitation of liability

16.1 To the extent permitted by law, DTEN is not liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue or data, arising from your use of the Service.

16.2 To the extent permitted by law, DTEN's total liability for all claims relating to the Service is limited to the greater of (a) the amount you paid DTEN for the Service in the 12 months before the claim, and (b) US\$100.

16.3 Nothing in these Terms limits liability for death or personal injury caused by negligence, for fraud, or for any liability that cannot be limited by law.

16.4 This section does not apply to consumers in the EEA, the UK or Switzerland (see Section 19).

17. Indemnity

To the extent permitted by law, you will defend and compensate DTEN for claims by third parties arising from Your Content or from your recording of other people in breach of these Terms or the law. This section does not apply to consumers in the EEA, the UK or Switzerland.

18. Disputes (United States)

18.1 Governing law. These Terms are governed by the laws of the State of California and applicable U.S. federal law, without regard to conflict-of-law rules.

18.2 Talk to us first. Before starting a claim, email help.actioncard@dten.com with a description of the dispute. We will try to resolve it informally within 60 days.

18.3 Arbitration. If we cannot resolve it, you and DTEN agree to resolve any dispute relating to these Terms or the Service by binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, instead of in court. Either of us may instead bring an individual claim in small claims court, and either of us may ask a court to stop infringement of intellectual property rights.

18.4 Class action waiver. Claims may be brought only individually, not as a plaintiff or class member in any class, collective or representative proceeding.

18.5 30-day opt-out. You can opt out of this arbitration agreement by emailing help.actioncard@dten.com within 30 days after you first accept these Terms, with your name, account email and a statement that you opt out of arbitration. Opting out does not affect the rest of these Terms.

18.6 If the class action waiver is found unenforceable for a claim, that claim will proceed in court and not in arbitration. The state and federal courts located in Santa Clara County, California have exclusive jurisdiction over claims not subject to arbitration.

19. Users in the EEA, the UK and Switzerland

If you are a consumer living in the EEA, the UK or Switzerland:

19.1 Disputes. Section 18 does not apply to you. You are not required to arbitrate, and you may bring a claim in the courts of the country where you live.

19.2 Your local law. The mandatory consumer protection laws of the country where you live continue to apply. Nothing in these Terms limits rights that you have under those laws, including statutory rights relating to digital content and services.

19.3 Action Card and the app. If the app and cloud services are needed for your Action Card to work, they are part of the goods you bought, and your statutory rights under the terms of sale — including to receive necessary updates for the period you can reasonably expect — apply.

19.4 Liability. Sections 15, 16 and 17 do not apply to you. Instead:

- (a) we are liable without limitation for damage caused intentionally or by gross negligence, for death or personal injury, under product liability law, and in any other case where the law does not allow liability to be limited;
- (b) where we are slightly negligent, we are liable only for breach of obligations that are essential to the Service and on which you may reasonably rely, and only for damage that was typically foreseeable when you accepted these Terms;
- (c) your statutory rights relating to the conformity of digital content, digital services and goods are not affected. In the UK, nothing in these Terms limits your rights under the Consumer Rights Act 2015.

Please keep a separate copy of important recordings (Section 13.1).

19.5 Your content when these Terms end. When these Terms end for any reason, you can download the content you provided before your account is deleted, free of charge and in a commonly used format, unless the law requires otherwise. After that we will not use your content except as described in the Privacy Policy.

19A. Users in Japan

If you are a consumer living in Japan:

19A.1 Disputes. Section 18 does not apply to you. You are not required to arbitrate, and you may bring a claim in the courts of Japan that have jurisdiction under Japanese law.

19A.2 Your local law. Mandatory provisions of Japanese law, including the Consumer Contract Act, continue to apply. Sections 15, 16 and 17 apply to you only to the extent those provisions allow.

20. Apple App Store terms

If you downloaded the app from the Apple App Store, the following also applies:

20.1 These Terms are between you and DTEN only, not with Apple Inc. ("Apple"). DTEN, not Apple, is solely responsible for the app and its content.

20.2 Your license to use the app is limited to the license in Section 6.1, and to use on Apple-branded products that you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions.

20.3 DTEN is solely responsible for providing maintenance and support for the app. Apple has no obligation to provide any maintenance or support services for the app.

20.4 If the app fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price of the app to you, if any. To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the app. Any other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to a warranty are DTEN's responsibility.

20.5 DTEN, not Apple, is responsible for addressing any claims by you or a third party relating to the app or your possession and use of it, including product liability claims, claims that the app fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection, privacy or similar laws.

20.6 If a third party claims that the app or your possession and use of it infringes their intellectual property rights, DTEN, not Apple, is solely responsible for the investigation, defense, settlement and discharge of that claim.

20.7 You must comply with applicable third-party terms when using the app (see Section 2), and with the legal compliance statements in Section 3.3.

20.8 Apple and its subsidiaries are third-party beneficiaries of these Terms. Once you accept these Terms, Apple has the right to enforce them against you as a third-party beneficiary.

20.9 Questions, complaints or claims about the app should be sent to DTEN at the contact details in Section 22.

21. Changes to these Terms and general terms

21.1 We may change these Terms for valid reasons: to reflect changes in the law or regulatory guidance; to reflect changes to the Service, such as new features, paid plans or providers; for security reasons; or to address misuse. We will post the new version with its effective date and, for material changes, tell you in the app or by email at least 30 days before they take effect. If you do not agree, you can stop using the Service and delete your account before the change takes effect. If you are a consumer in the EEA, the UK or Switzerland and a change materially and negatively affects you, you can also end these Terms free of charge within 30 days after the change. A change to these Terms never replaces the separate Cloud & AI or Voice ID permissions.

21.2 If any part of these Terms is found unenforceable, the rest remains in effect. Our failure to enforce a part of these Terms is not a waiver. You may not transfer these Terms without our consent; we may transfer them as part of a merger, acquisition or sale of assets, with notice to you. These Terms, together with the Privacy Policy and any terms referred to in Section 2, are the entire agreement between you and DTEN about the Service.

22. Contact

DTEN, Inc.

2099 Gateway Pl, Suite 400

San Jose, CA 95110

United States

Support: **help.dten.com**