

NESTUDO

MASTER TERMS OF SERVICE & LEGAL FRAMEWORK

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1. PREAMBLE AND BINDING NATURE

This Master Terms of Service ('Agreement' or 'Terms') is a legally binding contract between Nestudo ('Service', 'Nestudo', 'we', 'us', or 'our') and any individual or entity ('User', 'you', or 'your') who accesses, downloads, installs, or otherwise interacts with the Nestudo application, website, and all associated software, servers, and data (collectively, the 'Service').

BY CLICKING 'SIGN UP', 'CONTINUE', 'LOG IN', OR BY OTHERWISE ACCESSING OR USING THE SERVICE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY EVERY PROVISION OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE AND MUST DISCONTINUE USE IMMEDIATELY.

Nestudo reserves the right to amend these Terms at any time. Continued use of the Service after any modification constitutes acceptance of the revised Terms. We will notify Users of material changes via in-app notice or email where reasonably practicable.

2. DEFINITIONS

'Content' refers to any text, graphics, images, music, software, audio, video, information or other materials that are posted, generated, provided or otherwise made available through the Service.

'User Content' means any Content that a User provides to be made available through the Service, including but not limited to chat messages, profile information, and Audio Content.

'Audio Content' specifically refers to MP3, WAV, M4A, or any other digital audio file formats uploaded or streamed by Users within focus rooms or ambient sound features.

'Rooms' or 'Focus Rooms' refers to the real-time collaborative environments where Users interact via ambient audio, text, and shared focus sessions.

'Personal Data' means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws including KVKK (Law No. 6698) and GDPR (Regulation EU 2016/679).

'Subscription' means any paid access tier (Basic, Pro, or Premium) unlocking additional features of the Service.

3. ELIGIBILITY AND AGE COMPLIANCE

The Service is intended solely for persons who are 13 years of age or older. Any access to or use of the Service by anyone under 13 is unauthorized, unlicensed and in violation of these Terms.

By accessing or using the Service, you represent and warrant that you are at least 13 years old and that you possess

the legal right and ability to enter into these Terms. Nestudo reserves the right to request proof of age at any time and may suspend any account that appears to be operated by a person below the required age.

4. ACCOUNT REGISTRATION, AUTHENTICATION AND SECURITY

To access certain features of the Service, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to keep such information updated.

4.1 Authentication: You may register directly or via third-party authentication services (e.g., Google Sign-In, Apple Sign-In). You are responsible for maintaining the confidentiality of your login credentials and are fully responsible for all activities that occur under your account. You agree to immediately notify Nestudo at info@nestudo.com of any unauthorized use of your account or breach of security.

4.2 Account Security: You are solely responsible for all activity conducted through your account. Nestudo will not be liable for any loss or damage arising from your failure to maintain the security of your credentials.

5. LICENSE TO USE THE SERVICE

Subject to your compliance with these Terms, Nestudo grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use a copy of the application on a device that you own or control, solely for your own personal, non-commercial purposes.

This license does not permit you to: (i) circumvent any technological protection measures implemented by Nestudo; (ii) use any automated processes, bots, or scripts to access or interact with the Service; (iii) use the Service for any commercial purpose not expressly permitted in writing by Nestudo; or (iv) sublicense, sell, resell, transfer, assign, or otherwise commercially exploit any part of the Service.

6. INTELLECTUAL PROPERTY OF NESTUDO

Nestudo and its licensors own all right, title, and interest in and to the Service, including its software, source code, algorithms, visual interface, graphics, design, brand, and overall look and feel. The Service is protected by copyright, trademark, and other intellectual property laws of the Republic of Turkey and applicable foreign jurisdictions.

You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Service. You shall not decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Service.

7. USER-GENERATED CONTENT (UGC) AND LICENSING

Nestudo allows you to create, post, and share Content. You retain ownership of any intellectual property rights that you hold in that Content.

7.1 License Grant: When you upload or submit Content to the Service, you grant Nestudo a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, host, store, reproduce, modify, adapt, publish, publicly perform, publicly display, and distribute such Content solely for the purpose of operating, developing, providing, promoting, and improving the Service.

7.2 Representations: You represent and warrant that you own or have all necessary rights to grant the above license, and that your Content does not violate the rights of any third party.

7.3 Content Removal: You may delete your Content at any time. Following deletion, the license granted above

terminates, except where Content has been shared with others who have not deleted it, or where retention is required by law.

8. SPECIAL PROVISIONS FOR AUDIO AND STREAMING

Nestudo provides ambient audio integration, including the ability for Users to access and broadcast Audio Content within Focus Rooms.

8.1 User Warranty: You represent and warrant that you own or have obtained all necessary licenses, rights, consents, and permissions to use any Audio Content you upload or broadcast. You warrant that your use does not infringe upon the copyrights, neighboring rights, or performance rights of any third party.

8.2 Public Performance Responsibility: You are solely responsible for obtaining any required public performance licenses for content broadcast in shared Rooms. Nestudo is not a broadcaster, record label, or performing rights organization and does not pay royalties on behalf of Users.

8.3 Prohibited Audio Content: You shall not upload or stream commercial music, copyrighted recordings, or any tracks for which you do not hold distribution or performance rights. Violation will result in immediate content removal and may result in account termination.

8.4 Reporting Mechanism: Nestudo provides a dedicated reporting mechanism for Audio Content. Nestudo commits to reviewing reports and taking appropriate action, including removal, typically within 24-72 hours of a valid report.

9. COPYRIGHT POLICY AND DMCA / NOTICE-AND-TAKEDOWN COMPLIANCE

Nestudo respects intellectual property rights. In accordance with the U.S. Digital Millennium Copyright Act (DMCA) and applicable local Notice and Takedown laws, we will respond expeditiously to verified claims of copyright infringement.

9.1 Infringement Notice: If you believe your copyrighted work has been used without authorization, please send a written notice to our designated Copyright Agent at info@nestudo.com. Your notice must include: (a) a description of the copyrighted work; (b) identification of the infringing material and its location on the Service; (c) your contact information; (d) a good faith statement that the use is not authorized; and (e) a statement, under penalty of perjury, that the information is accurate.

9.2 Counter-Notice: Users who believe their content was wrongfully removed may submit a counter-notice to info@nestudo.com.

9.3 Repeat Infringer Policy: Nestudo will terminate, in appropriate circumstances, the accounts of Users determined to be repeat infringers of copyright.

10. PUSH NOTIFICATIONS AND COMMUNICATIONS

By registering for an account, you consent to receive service-related communications from Nestudo, including push notifications related to your focus sessions, streak activity, league standings, and friend interactions.

10.1 Marketing Communications: We may send you promotional notifications about new features or offers. You may opt out of marketing notifications at any time through the notification settings in the application or through your device's notification management settings.

10.2 Service Notifications: Certain service-related notifications (e.g., security alerts, account updates) are necessary for the operation of the Service and cannot be disabled while you maintain an active account.

10.3 Email Communications: If you provide an email address, we may use it to send service updates, legal notices, and (with your consent) marketing communications. You may unsubscribe from marketing emails at any time via the unsubscribe link in such emails.

11. MESSAGING AND SOCIAL INTERACTION

Nestudo facilitates communication through Direct Messages (DM) and Room Chats.

11.1 No Monitoring Obligation: Nestudo has no obligation to monitor communications but reserves the right to review and remove content that violates these Terms.

11.2 User Responsibility: You are solely responsible for your interactions with other Users. Nestudo is not liable for harm or harassment resulting from User communications.

11.3 Law Enforcement Cooperation: We may disclose communications if required by applicable law, court order, or to protect the safety of our community.

12. GROUP ROOMS, MODERATION AND HOST DUTIES

Focus Rooms may be managed by designated Users ('Hosts'). Hosts have the ability to mute, remove, or restrict the participation of other Users within their Rooms.

12.1 Host Responsibility: Hosts are responsible for the conduct occurring within their Rooms in accordance with these Terms. Nestudo is not liable for the actions of Hosts or other participants.

12.2 Nestudo Access: Nestudo reserves the right to access any Room, including private Rooms, to investigate reports of illegal activity or violations of these Terms.

13. PROHIBITED CONDUCT AND ENFORCEMENT

You agree NOT to engage in any of the following: (i) post or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable; (ii) impersonate any person or entity; (iii) harvest or collect personal information of other Users without their consent; (iv) interfere with, disrupt, or gain unauthorized access to Nestudo's servers, networks, or systems; (v) use bots, scrapers, or any automated means to access the Service; (vi) upload malware or malicious code; (vii) engage in any form of cheating, exploitation, or gaming of the XP, League, or leaderboard systems.

Violations may result in immediate and permanent account termination without refund and, where applicable, referral to law enforcement authorities.

14. SUBSCRIPTIONS, BILLING AND REFUNDS

Nestudo offers paid subscription tiers (Basic, Pro, Premium) that unlock additional features of the Service. All payments are processed exclusively through Apple App Store or Google Play Store; Nestudo does not directly process payment card information.

14.1 Automatic Renewal: Subscriptions automatically renew at the end of each billing period unless cancelled at least 24 hours before the renewal date. You are responsible for all applicable charges incurred under your account.

14.2 Price Changes: Nestudo may modify subscription prices with advance notice. Continued use of the Service after a

price change constitutes acceptance of the new pricing.

14.3 Refund Policy: Nestudo does not directly issue refunds for subscription fees. All refund requests are subject to the refund policies of the applicable platform (Apple App Store or Google Play Store). Users should direct refund requests to the respective platform in accordance with their policies.

14.4 Cancellation: You may cancel your subscription at any time through your App Store or Google Play account settings. Cancellation takes effect at the end of the current billing period; no partial refunds are issued for unused periods.

15. GAMIFICATION, XP AND LEAGUE INTEGRITY

The Nestudo platform includes gamification features including Experience Points (XP), Focus Streaks, League tiers (Kestrel, Falcon, Hawk, Eagle, Phoenix), and leaderboards.

Any attempt to manipulate the XP, League, or leaderboard systems using automated focus timers, bots, third-party exploits, multiple accounts, or any other artificial means is strictly prohibited and constitutes a material breach of this Agreement.

Nestudo reserves the right to audit focus sessions and user activity. Any User found to be manipulating these systems may have their statistics reset, their account demoted, or their account permanently terminated. All such decisions are final and not subject to appeal.

16. SERVICE AVAILABILITY, MAINTENANCE AND UPDATES

Nestudo does not guarantee uninterrupted, error-free, or secure access to the Service. Periodic maintenance may cause temporary unavailability. Nestudo may modify, suspend, or discontinue any feature or aspect of the Service at any time, with or without notice, and shall not be liable for any such action or any impact on your data, productivity, or experience.

17. THIRD-PARTY SERVICES AND LINKS

The Service integrates with and may link to third-party services, including but not limited to Google Sign-In, Apple Sign-In, Google AdMob, RevenueCat, and Amazon Web Services. These third parties operate under their own terms of service and privacy policies, over which Nestudo has no control and for which Nestudo assumes no responsibility.

Your use of any third-party service accessed through the Service is at your own risk and governed solely by the applicable third-party terms.

18. TERM AND TERMINATION

These Terms remain in effect until terminated by either party. You may terminate your account at any time by deleting your account through the application settings.

Nestudo may suspend or permanently terminate your account, with or without prior notice, if: (i) you breach any provision of these Terms; (ii) your conduct creates legal risk or harm to Nestudo or other Users; or (iii) Nestudo is required to do so by law.

Upon termination, your right to access and use the Service ceases immediately. Sections of these Terms that by their nature should survive termination shall survive, including provisions relating to intellectual property, disclaimer of warranties, limitation of liability, indemnification, and governing law.

19. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NESTUDO EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

NESTUDO DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

20. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NESTUDO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE.

IN NO EVENT SHALL NESTUDO'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO NESTUDO IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED EUROS (EUR 100).

THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF NESTUDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS; IN SUCH CASES, THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

21. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Nestudo and its officers, directors, employees, contractors, agents, licensors, and suppliers from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to: (i) your violation of these Terms; (ii) your User Content; (iii) any Audio Content you upload or broadcast; (iv) your violation of any third party's rights, including intellectual property rights; or (v) your use of the Service in violation of applicable law.

22. DATA PROTECTION AND PRIVACY

Nestudo is committed to protecting your personal data in compliance with the Turkish Law on Protection of Personal Data (KVKK, Law No. 6698) and, to the extent applicable, the European Union General Data Protection Regulation (GDPR, Regulation EU 2016/679) and the UK GDPR.

22.1 Data Controller: Nestudo acts as the data controller for personal data collected through the Service. Contact: info@nestudo.com.

22.2 Data We Collect: We collect: (a) Registration data you provide (name, email address, age range, optional gender); (b) Usage data generated through your use of the Service (focus session durations, XP, achievements, league standings, room interactions, streak data); (c) Device and technical data (device model, operating system, IP address, app version); (d) Advertising identifiers (IDFA on iOS, AAID on Android) used for serving advertisements through third-party networks (e.g., Google AdMob); (e) Subscription status and purchase history managed through RevenueCat.

22.3 Legal Basis for Processing: We process your personal data on the following legal bases: (a) Performance of

contract - to provide the Service you have registered for; (b) Legitimate interests - to improve the Service, ensure security, and prevent fraud; (c) Consent - for marketing communications and non-essential data processing where required by law; (d) Legal obligation - where processing is required by applicable law.

22.4 Advertising: The Service is supported by advertising. Advertising identifiers may be used to serve personalized or contextual advertisements. Users may limit ad tracking through device settings (iOS: Settings > Privacy & Security > Tracking; Android: Settings > Google > Ads). Limiting ad tracking may result in less relevant advertisements but will not remove advertisements from the Service.

22.5 Data Sharing: We do not sell your personal data. We may share data with: (a) Service providers operating on our behalf (e.g., AWS for hosting, RevenueCat for subscriptions, Google AdMob for advertising), each bound by data processing agreements; (b) Law enforcement or regulatory authorities when required by law; (c) Acquirers in the event of a merger or sale of assets, subject to confidentiality commitments.

22.6 Data Retention: We retain your personal data for as long as your account is active and for a reasonable period thereafter to comply with legal obligations, resolve disputes, and enforce our agreements. Anonymized analytics data may be retained indefinitely.

22.7 Your Rights: Subject to applicable law, you have the right to: (a) Access the personal data we hold about you; (b) Rectify inaccurate data; (c) Request erasure of your data; (d) Object to or restrict certain processing; (e) Data portability where technically feasible; (f) Withdraw consent at any time where processing is based on consent. To exercise these rights, contact info@nestudo.com. We will respond within 30 days.

22.8 Account Deletion: You may delete your account through the application settings at any time. Personal profile data will be permanently removed from our active databases within 30 days of deletion. Anonymized aggregated data may be retained.

22.9 International Transfers: Your data may be transferred to and processed in countries outside your country of residence, including Turkey and the United States (AWS, Google, RevenueCat). Such transfers are subject to appropriate safeguards in accordance with applicable law.

22.10 Full Privacy Policy: Our complete Privacy Policy is available at nestudo.com/support-privacy and is incorporated into these Terms by reference.

23. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the Republic of Turkey, without regard to its conflict of law provisions.

23.1 Jurisdiction: Any dispute arising out of or relating to these Terms or the Service shall be subject to the exclusive jurisdiction of the Courts and Execution Offices of Istanbul (Caglayan), Turkey.

23.2 Users in the European Union: If you are a consumer resident in the European Union, you may also have the right to bring claims before the courts of your country of residence under applicable EU consumer protection law. Nothing in these Terms limits your statutory rights as an EU consumer.

23.3 Informal Resolution: Before initiating any formal legal proceeding, you agree to first attempt to resolve any dispute by contacting Nestudo at info@nestudo.com with a written description of the dispute. We will attempt to resolve disputes informally within 30 days.

24. MISCELLANEOUS PROVISIONS

24.1 Entire Agreement: These Terms, together with our Privacy Policy (nestudo.com/support-privacy), constitute the entire agreement between you and Nestudo regarding the Service and supersede all prior agreements.

24.2 Force Majeure: Nestudo shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, government actions, or internet infrastructure failures.

24.3 Severability: If any provision of these Terms is found to be unenforceable or invalid, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

24.4 No Waiver: Nestudo's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

24.5 Assignment: You may not assign or transfer your rights or obligations under these Terms without Nestudo's prior written consent. Nestudo may assign these Terms without restriction.

24.6 Language: These Terms are drafted in English. In the event of any conflict between the English version and any translation, the English version shall prevail.

25. CONTACT INFORMATION

For legal notices, data protection inquiries, copyright claims, or general questions, contact us at:

Email: info@nestudo.com

Website: nestudo.com

Privacy Policy: nestudo.com/support-privacy

Last Updated: May 15, 2026