



## Privacy Policy

**Last Updated:** August 17, 2025  
**Effective Date:** August 22, 2025  
**Version:** 0.0.3

# Contents

|           |                                                   |          |
|-----------|---------------------------------------------------|----------|
| <b>1</b>  | <b>Welcome and Our Commitment to Your Privacy</b> | <b>3</b> |
| <b>2</b>  | <b>Service Description and Limitations</b>        | <b>3</b> |
| 2.1       | Service Nature . . . . .                          | 3        |
| 2.2       | Important Disclaimers . . . . .                   | 3        |
| <b>3</b>  | <b>Information We Collect</b>                     | <b>3</b> |
| 3.1       | Account Information . . . . .                     | 3        |
| 3.2       | Technical Information . . . . .                   | 3        |
| 3.3       | Service Data . . . . .                            | 4        |
| 3.4       | Recording Responsibility . . . . .                | 4        |
| <b>4</b>  | <b>How We Use Your Data</b>                       | <b>4</b> |
| 4.1       | How We Use Your Content . . . . .                 | 4        |
| 4.2       | What We Promise NOT to Do . . . . .               | 4        |
| <b>5</b>  | <b>Third-Party Services and Liability</b>         | <b>4</b> |
| 5.1       | Infrastructure Providers . . . . .                | 4        |
| 5.2       | Third-Party Processing . . . . .                  | 5        |
| <b>6</b>  | <b>Data Storage, Retention, and Deletion</b>      | <b>5</b> |
| 6.1       | Retention Periods . . . . .                       | 5        |
| 6.2       | Data Location . . . . .                           | 5        |
| 6.3       | You Control Your Data . . . . .                   | 5        |
| <b>7</b>  | <b>Keeping Your Data Safe</b>                     | <b>5</b> |
| 7.1       | How We Protect Your Data . . . . .                | 5        |
| 7.2       | Working Together for Security . . . . .           | 5        |
| <b>8</b>  | <b>Data Breach Notification</b>                   | <b>6</b> |
| <b>9</b>  | <b>International Data Transfers</b>               | <b>6</b> |
| 9.1       | Transfer Mechanisms . . . . .                     | 6        |
| 9.2       | Risk Acknowledgment . . . . .                     | 6        |
| <b>10</b> | <b>Your Rights and How to Exercise Them</b>       | <b>6</b> |
| 10.1      | Your Rights (subject to applicable law) . . . . . | 6        |
| 10.2      | How to Exercise Rights . . . . .                  | 7        |
| 10.3      | Identity Verification . . . . .                   | 7        |
| <b>11</b> | <b>Legal Basis for Processing</b>                 | <b>7</b> |
| 11.1      | GDPR Basis . . . . .                              | 7        |
| 11.2      | LGPD Basis . . . . .                              | 7        |
| <b>12</b> | <b>Children's Privacy</b>                         | <b>7</b> |

|                                                 |          |
|-------------------------------------------------|----------|
| <b>13 Limitation of Liability</b>               | <b>7</b> |
| 13.1 Service Limitations . . . . .              | 7        |
| 13.2 Exceptions . . . . .                       | 7        |
| <b>14 Dispute Resolution</b>                    | <b>8</b> |
| 14.1 Governing Law . . . . .                    | 8        |
| 14.2 Dispute Process . . . . .                  | 8        |
| 14.3 Class Action Waiver . . . . .              | 8        |
| <b>15 Changes to This Policy</b>                | <b>8</b> |
| 15.1 Notification . . . . .                     | 8        |
| 15.2 Continued Use . . . . .                    | 8        |
| <b>16 Specific Regional Provisions</b>          | <b>8</b> |
| 16.1 California Residents (CCPA/CPRA) . . . . . | 8        |
| 16.2 EU Residents (GDPR) . . . . .              | 9        |
| 16.3 Brazilian Residents (LGPD) . . . . .       | 9        |
| <b>17 Contact Information</b>                   | <b>9</b> |
| <b>18 Severability</b>                          | <b>9</b> |
| <b>19 Entire Agreement</b>                      | <b>9</b> |
| <b>20 Language</b>                              | <b>9</b> |

## 1. Welcome and Our Commitment to Your Privacy

At Cohearo, your privacy is important to us. We believe in transparency about how we handle your data and are committed to protecting your information.

PR Consulting Software (legal name: Paolo Andreas Stall Rechia Desenvolvimento de Software Ltda, CNPJ 59.893.234/0001-58) and Diogo Fernando Schmal Miloco Desenvolvimento de Sistemas, CNPJ 33.873.074/0001-91 (collectively "we," "our," "us," or "Cohearo") have created this Privacy Policy to clearly explain our data practices.

By using our service, you agree to the data practices described in this policy. We encourage you to read this policy carefully to understand how we protect your privacy.

## 2. Service Description and Limitations

### 2.1 Service Nature

Cohearo (formerly known as Whisper Notes) is a transcription service currently in **closed beta testing phase**. The service is provided "AS IS" and "AS AVAILABLE" without warranties of any kind.

### 2.2 Important Disclaimers

- **No Warranty of Accuracy:** We do not guarantee the accuracy, completeness, or reliability of transcriptions
- **Not for Critical Use:** Do not use for medical, legal, or other critical transcriptions without independent verification
- **Beta Service:** Features may change or be discontinued without notice
- **No Professional Advice:** Transcriptions do not constitute professional advice of any kind

## 3. Information We Collect

### 3.1 Account Information

- Name and email address
- Authentication credentials
- Google account data (if using Google login)

### 3.2 Technical Information

- IP address and device identifiers
- Operating system and browser information
- Session and usage logs

### 3.3 Service Data

- **Audio recordings:** Temporarily processed, never stored permanently
- **Transcripts:** Stored until you delete them
- **Metadata:** Timestamps, file sizes, processing metrics

### 3.4 Recording Responsibility

Please ensure you have proper consent before recording conversations with others. As with any recording service, it's your responsibility to comply with local recording laws and obtain necessary permissions.

## 4. How We Use Your Data

### 4.1 How We Use Your Content

Your privacy matters to us. Here's exactly how we handle your data:

**What we do with your transcriptions:**

- Store your transcripts so you can access them anytime
- Index the text content to enable you to search through your transcriptions
- Process audio temporarily to create transcriptions for you
- Manage your account and provide authentication

**What we analyze:** We only look at technical metadata (file sizes, timestamps, processing metrics) for service improvement - never the actual content of your conversations.

### 4.2 What We Promise NOT to Do

- We will **never** sell your personal data to anyone
- We will **never** use your audio or transcripts to train AI models
- We will **never** analyze or read the subject matter of your conversations
- We will **never** share your audio recordings with third parties
- We will **never** use your content for advertising or behavioral profiling
- We will **never** access your transcripts unless you specifically request support

## 5. Third-Party Services and Liability

### 5.1 Infrastructure Providers

- **MongoDB Atlas:** Database storage located in São Paulo, Brazil
- **AWS:** Cloud hosting and processing
- **Google Vertex AI and OpenRouter:** Transcription in-transit processing (US / Global servers)

## 5.2 Third-Party Processing

To provide our transcription service, we work with trusted third-party providers. We choose our partners carefully and require them to protect your data, but we cannot control their actions beyond our agreements with them.

## 6. Data Storage, Retention, and Deletion

### 6.1 Retention Periods

- **Audio files:** Deleted immediately after transcription
- **Transcripts:** Retained until you delete them or close your account
- **Account data:** Retained for 6 months after account closure
- **Anonymized analytics:** Retained indefinitely

### 6.2 Data Location

- Primary storage: MongoDB Atlas (US-East region)
- Backup storage: AWS (transitioning to São Paulo region)
- Processing may occur in multiple jurisdictions

### 6.3 You Control Your Data

Your data belongs to you. You can delete your transcriptions anytime directly in the app, or contact us to delete your entire account. When you request deletion, we'll remove your data within 30 days (except where legally required to retain certain information for compliance purposes).

## 7. Keeping Your Data Safe

### 7.1 How We Protect Your Data

We take security seriously and implement multiple layers of protection:

- All data is encrypted when transmitted to and from our servers
- We use industry-standard access controls and monitoring
- We partner with reputable infrastructure providers (AWS, MongoDB Atlas)
- We regularly update our security measures and systems
- We limit access to your data to only what's necessary to provide the service

### 7.2 Working Together for Security

To keep your account secure, we recommend:

- Keep your login credentials private and use a strong password

- Use secure internet connections when possible
- Let us know if you notice any suspicious activity on your account
- Only upload content you have the right to transcribe

## 8. Data Breach Notification

In the event of a data breach that may pose risk to your rights and freedoms:

- **GDPR users:** Notification within 72 hours where feasible
- **LGPD users:** Notification per Brazilian National Data Protection Authority requirements
- **Other users:** Notification as required by applicable law

We are not liable for breaches beyond our reasonable control or those caused by your actions.

## 9. International Data Transfers

### 9.1 Transfer Mechanisms

Your data may be transferred outside your country. We use:

- Standard Contractual Clauses (EU)
- Appropriate safeguards per LGPD (Brazil)
- Other lawful transfer mechanisms

### 9.2 Risk Acknowledgment

You acknowledge that other countries may have different data protection standards. By using our service, you consent to these transfers.

## 10. Your Rights and How to Exercise Them

### 10.1 Your Rights (subject to applicable law)

- **Access:** Request a copy of your personal data
- **Rectification:** Correct inaccurate data
- **Deletion:** Request data deletion ("right to be forgotten")
- **Portability:** Export your data
- **Objection:** Object to certain processing
- **Restriction:** Limit how we use your data
- **Withdrawal:** Withdraw consent (terminates service access)

## 10.2 How to Exercise Rights

Email: [contact@cohearo.com](mailto:contact@cohearo.com)

Response time: Within 30 days (or as required by law)

## 10.3 Identity Verification

We may require identity verification to prevent unauthorized access to personal data.

# 11. Legal Basis for Processing

## 11.1 GDPR Basis

- **Consent:** When you initiate recordings
- **Contract:** To provide services you requested
- **Legitimate interests:** Service improvement (anonymized data only)
- **Legal obligations:** Compliance with laws

## 11.2 LGPD Basis

- **Consent:** Per Article 7, I of LGPD
- **Contract execution:** Per Article 7, V of LGPD
- **Legitimate interests:** Per Article 7, IX of LGPD

# 12. Children's Privacy

Our service is NOT intended for anyone under 16 years old. We do not knowingly collect data from minors. If we discover minor data, we will delete it immediately. Parents/guardians should contact us if they believe we have minor data.

# 13. Limitation of Liability

## 13.1 Service Limitations

As with any technology service, there are some reasonable limitations to our liability:

- We cannot be responsible for indirect consequences or business losses
- Our liability is limited to the amount you've paid for the service
- We cannot control or be responsible for third-party services we rely on
- During our beta phase, the service is provided free of charge

## 13.2 Exceptions

These limitations may not apply where prohibited by law, including:

- Gross negligence or willful misconduct
- Death or personal injury
- Violations of mandatory consumer protection laws

## **14. Dispute Resolution**

### **14.1 Governing Law**

This Policy is governed by Brazilian law, with jurisdiction in Curitiba, Paraná.

### **14.2 Dispute Process**

1. First attempt: Good faith negotiation
2. If unresolved: Mediation
3. Final resort: Courts of Curitiba, Paraná

### **14.3 Class Action Waiver**

Where permitted by law, you waive any right to bring claims as part of a class action.

## **15. Changes to This Policy**

### **15.1 Notification**

We will notify you of material changes via:

- Email to your registered address
- Prominent notice in the application
- Requirement to accept new terms

### **15.2 Continued Use**

Continued use after changes constitutes acceptance. If you disagree, stop using the service and request data deletion.

## **16. Specific Regional Provisions**

### **16.1 California Residents (CCPA/CPRA)**

- Right to know categories of data collected
- Right to non-discrimination for exercising rights
- "Do Not Sell" rights (though we don't sell data)

## 16.2 EU Residents (GDPR)

- Right to lodge complaints with supervisory authorities
- Right to withdraw consent
- Automated decision-making disclosure: We do not engage in automated decision-making with legal effects

## 16.3 Brazilian Residents (LGPD)

- Rights per LGPD Articles 17-22
- Complaints may be filed with ANPD (Autoridade Nacional de Proteção de Dados)

## 17. Contact Information

### Data Controller:

PR Consulting Software

Paolo Andreas Stall Rechia Desenvolvimento de Software Ltda

**CNPJ:** 59.893.234/0001-58

### Privacy Contact:

**Email:** [contact@cohearo.com](mailto:contact@cohearo.com)

**Address:** Rua Alferes Angelo Sampaio, no 3000, APT 806; FLOOR 08;  
Cond Maison Champagnat Ed, Mercês, Curitiba, Paraná, Brazil

## 18. Severability

If any provision of this Policy is found unenforceable, the remaining provisions continue in full force.

## 19. Entire Agreement

This Privacy Policy, together with our Terms of Service, constitutes the entire agreement regarding privacy practices.

## 20. Language

This Policy may be translated, but the English version prevails in case of conflicts.

**BY USING COHEARO, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD,  
AND AGREE TO BE BOUND BY THIS PRIVACY POLICY.**

**Version: 0.0.3**