

# NeverMiss

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## Terms of Use

Effective Date: May 1, 2026 · Spoonbill Investments, Inc. · nevermiss.family

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These Terms of Use apply to NeverMiss, the website at nevermiss.family, and related services provided by Spoonbill Investments, Inc.

### 1. Acceptance of Terms

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These Terms of Use ("Terms") govern your access to and use of NeverMiss, the NeverMiss website at nevermiss.family, and related services operated by Spoonbill Investments, Inc. By using NeverMiss, you agree to these Terms.

### 2. Eligibility and Family Use

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NeverMiss is a family service intended to be created and managed by adults. Children may participate only under the supervision and control of a parent, guardian, or other authorized adult account holder.

### 3. Accounts

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You are responsible for maintaining the confidentiality of your account credentials and for all activity occurring under your account. You agree to provide accurate information and to keep it updated.

### 4. Acceptable Use

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You agree not to misuse NeverMiss, including by:

- using the service for unlawful or harmful purposes
- attempting to gain unauthorized access to accounts or systems
- uploading content you do not have the right to use
- interfering with the service or other families' use of the service

NeverMiss is intended for private family reading and related family interactions.

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## **5. Content and Book Materials**

You are responsible for ensuring that any books, PDFs, ePubs, audio, or other materials you upload or use with NeverMiss are lawfully owned or licensed by you. Public domain materials may also be offered by the service.

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## **6. Memory Vault and Recordings**

Recording is optional and controlled by the adult user. By choosing to record a session, you confirm that you have appropriate authority and consent to create that recording. Memory Vault recordings are private to the family account. NeverMiss does not share recordings with third parties. Recordings are retained while your account is active and are deleted when your account is closed. You may delete any individual recording at any time within the app.

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## **7. Intellectual Property**

NeverMiss, its software, design, branding, prompt systems, and related materials are owned by Spoonbill Investments, Inc. and protected by applicable intellectual property laws. Patent Pending: U.S. Provisional Application Nos. 64/009,182 and 64/014,326.

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## **8. Privacy**

Your use of NeverMiss is also governed by the NeverMiss Privacy Policy, which explains how information is collected, used, and protected. The Privacy Policy is available at [nevermiss.family/privacy](https://nevermiss.family/privacy).

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## **9. Service Availability and Changes**

We may update, improve, suspend, or discontinue features from time to time. We do not guarantee uninterrupted or error-free operation, although we aim to provide a reliable family experience.

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## **10. Disclaimer of Warranties**

NeverMiss is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Spoonbill Investments, Inc. disclaims warranties of any kind, whether express or implied.

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## **11. Limitation of Liability**

To the maximum extent permitted by law, Spoonbill Investments, Inc. shall not be liable for indirect, incidental, special, consequential, or punitive damages, or for loss of data, recordings, profits, or goodwill arising from use of the service.

## **12. Termination**

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We may suspend or terminate access to NeverMiss if these Terms are violated or if necessary to protect users or the service. You may stop using the service at any time and request account deletion.

## **13. Governing Law**

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These Terms are governed by the laws of the State of Florida, without regard to conflict of law principles.

## **14. Contact**

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Questions about these Terms may be sent to [privacy@nevermiss.family](mailto:privacy@nevermiss.family).