

Privacy Policy

Effective Date: January 1, 2025

Last Updated: January 1, 2025

1. Acceptance and Agreement

By accessing, browsing, or using the LifeScribe platform (including the website at www.trylifescrIBE.com, trylifescrIBE.com, and the LifeScribe mobile application, collectively referred to as the "Platform"), you automatically and unconditionally accept and agree to be bound by this Privacy Policy in its entirety. If you do not agree with any provision of this Privacy Policy, you must immediately discontinue use of the Platform.

Your continued use of the Platform constitutes ongoing acceptance of this Privacy Policy and any modifications thereto, whether or not you have reviewed such modifications.

2. Information We Collect

2.1 Information You Provide Directly

The Platform collects information that you voluntarily provide, including but not limited to:

- Account registration information (name, email address, date of birth, profile information)
- Voice recordings, audio files, photographs, videos, and other media content
- Written stories, memoirs, narratives, and other textual content
- Family member information and collaboration data
- Payment and billing information
- Communications with the Platform, including emails and support requests
- Any other information you choose to provide through the Platform

2.2 Automatically Collected Information

The Platform automatically collects technical and usage information, including but not limited to:

- Device information (device type, operating system, unique device identifiers, mobile network information)
- Usage data (features accessed, content viewed, time spent, navigation paths, click patterns)
- Log data (IP address, browser type, access times, pages viewed, referring URLs)
- Location information (precise or approximate geographic location)
- Cookies, web beacons, pixels, and similar tracking technologies

- Performance and diagnostic data

2.3 Information from Third-Party Sources

The Platform may collect information about you from third-party services, partners, affiliates, data brokers, analytics providers, advertising networks, and other external sources as permitted by applicable law.

3. How We Use Your Information

The Platform uses collected information for any lawful purpose, including but not limited to:

- Providing, maintaining, and improving Platform services and features
- Processing transactions and managing user accounts
- AI-powered content enhancement, story creation, and narrative development
- Personalizing user experience and delivering customized content
- Communicating with users regarding accounts, services, updates, and promotional materials
- Analyzing usage patterns, trends, and Platform performance
- Developing new products, services, and features
- Enforcing terms of service and detecting fraud or security threats
- Complying with legal obligations and responding to legal requests
- Marketing, advertising, and promotional activities
- Research, analytics, and business intelligence
- Training and improving artificial intelligence and machine learning models
- Any other purpose disclosed at the time of collection or with user consent

4. Information Sharing and Disclosure

4.1 Sharing with Affiliates and Partners

The Platform shares user information with affiliates, partners, subsidiaries, parent entities, service providers, contractors, consultants, and other third parties who assist in Platform operations. These entities may use your information for their own business purposes as permitted by law.

4.2 Third-Party Service Providers

The Platform uses third-party service providers for hosting, cloud computing, payment processing, analytics, artificial intelligence services, email delivery, customer support, marketing, and other operational functions. These providers have access to user information as necessary to perform their functions.

4.3 Business Transfers

In the event of a merger, acquisition, reorganization, sale of assets, bankruptcy, or other business transaction, user information may be transferred to successor entities or third parties without prior notice or consent.

4.4 Legal and Safety Requirements

The Platform may disclose user information when required by law, legal process, or governmental request, or when necessary to:

- Enforce terms of service or other agreements
- Protect the rights, property, or safety of the Platform, users, or others
- Prevent fraud, security threats, or illegal activities
- Respond to emergency situations
- Comply with regulatory obligations

4.5 Aggregate and De-Identified Information

The Platform may share aggregate, de-identified, or anonymized information without restriction for any purpose, including research, marketing, analytics, and product development.

4.6 No Sale of Personal Information

The Platform does not sell personal information to external third parties for monetary consideration. However, information sharing with affiliates, partners, and service providers as described in this policy does not constitute a "sale" under applicable law.

5. Data Retention

The Platform retains user information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, comply with legal obligations, resolve disputes, enforce agreements, and maintain business records. Retention periods may extend indefinitely at the Platform's sole discretion.

Account deletion does not guarantee complete removal of all information, as certain data may be retained for legal, operational, or archival purposes.

6. Your Rights and Choices

6.1 Access and Correction

Subject to applicable law and Platform policies, you may request access to or correction of your personal information by contacting hello@trylifescrIBE.com. The Platform may require verification of identity and may deny requests in its sole discretion.

6.2 Account Deletion

You may request account deletion by contacting hello@trylifescrIBE.com. Account deletion does not guarantee removal of all information and may not be immediately processed. Certain information may be retained as described in Section 5.

6.3 Marketing Communications

You may opt out of promotional emails by using the unsubscribe mechanism provided in such communications. Opting out does not apply to transactional or service-related communications.

6.4 Cookies and Tracking

You may adjust browser settings to refuse cookies, but this may limit Platform functionality. The Platform does not respond to "Do Not Track" signals.

7. State-Specific Rights

7.1 California Residents

California residents have specific rights under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA):

Right to Know: You may request information about the categories and specific pieces of personal information collected, sources of information, purposes of collection, and categories of third parties with whom information is shared.

Right to Delete: You may request deletion of personal information, subject to legal exceptions.

Right to Correct: You may request correction of inaccurate personal information.

Right to Opt-Out: You may opt out of the "sale" or "sharing" of personal information, though the Platform does not sell information to external third parties as defined by the CCPA.

Right to Limit Use of Sensitive Personal Information: You may limit use of sensitive personal information for certain purposes.

Right to Non-Discrimination: The Platform will not discriminate against users who exercise their rights.

To exercise these rights, contact hello@trylifescrbe.com. The Platform may require verification of identity and may deny requests in accordance with legal exceptions. The Platform will respond within the timeframes required by law.

Authorized Agents: California residents may designate authorized agents to submit requests on their behalf. The Platform may require proof of authorization and verification of the requestor's identity.

California Shine the Light Law: California residents may request information about disclosures of personal information to third parties for direct marketing purposes by contacting hello@trylifescrbe.com.

7.2 Florida Residents

Florida residents have rights under the Florida Digital Bill of Rights (effective July 1, 2024):

Right to Confirm and Access: You may request confirmation of whether the Platform processes your personal data and access to such data.

Right to Correct: You may request correction of inaccurate personal data.

Right to Delete: You may request deletion of personal data, subject to legal exceptions.

Right to Data Portability: You may request a copy of your personal data in a portable format.

Right to Opt Out: You may opt out of the processing of personal data for targeted advertising, sale of personal data, or profiling in furtherance of automated decisions that produce legal or similarly significant effects.

To exercise these rights, contact hello@trylifescrbe.com. The Platform will respond within 45 days of receipt of a verifiable request.

8. Children's Privacy

The Platform is not intended for children under the age of 13 (or 16 in certain jurisdictions). The Platform does not knowingly collect information from children under the applicable age. If the Platform becomes aware of such collection, it may delete the information without notice. Parents or guardians who believe their child has provided information to the Platform should contact hello@trylifescrbe.com.

9. International Data Transfers

The Platform operates globally and may transfer, store, and process information in countries outside your country of residence, including countries that may not provide the same level of data protection. By using the Platform, you consent to such transfers.

10. Security

The Platform implements reasonable security measures to protect user information. However, no system is completely secure, and the Platform cannot guarantee absolute security. Users acknowledge and accept the inherent risks of electronic transmission and storage of information.

The Platform is not liable for unauthorized access, disclosure, alteration, or destruction of information resulting from circumstances beyond its reasonable control.

11. Third-Party Links and Services

The Platform may contain links to third-party websites, applications, or services. The Platform is not responsible for the privacy practices or content of such third parties. Users access third-party services at their own risk.

12. Changes to This Privacy Policy

The Platform reserves the right to modify, update, or replace this Privacy Policy at any time, in its sole discretion, without prior notice or consent. Changes become effective immediately upon posting to the Platform. The Platform is not obligated to notify users of changes.

Your continued use of the Platform after any modification constitutes acceptance of the modified Privacy Policy. It is your responsibility to review this Privacy Policy periodically.

The "Last Updated" date at the top of this Privacy Policy indicates when changes were last made.

13. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM DISCLAIMS ALL LIABILITY FOR ANY DAMAGES, LOSSES, OR HARM RESULTING FROM THE COLLECTION, USE, DISCLOSURE, OR PROTECTION OF USER INFORMATION, INCLUDING BUT NOT LIMITED TO DATA BREACHES, UNAUTHORIZED ACCESS, IDENTITY THEFT, OR MISUSE OF INFORMATION.

14. Governing Law and Dispute Resolution

This Privacy Policy is governed by the laws of the United States and applicable state laws, without regard to conflict of law principles. Any disputes arising from this Privacy Policy shall be resolved through binding arbitration in accordance with the dispute resolution provisions in the Platform's Terms of Service.

15. Severability

If any provision of this Privacy Policy is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

16. Entire Agreement

This Privacy Policy, together with the Terms of Service, constitutes the entire agreement between you and the Platform regarding the privacy of your information and supersedes all prior agreements and understandings.

17. Contact Information

For questions, concerns, or requests regarding this Privacy Policy, contact:

Email: hello@trylifescrbe.com

The Platform will respond to inquiries in accordance with applicable law and Platform policies. The Platform reserves the right to verify the identity of requestors and deny requests in its sole discretion.

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