

Terms of Service

Effective Date: January 1, 2025

Last Updated: January 1, 2025

1. Agreement to Terms

By accessing, browsing, downloading, 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 these Terms of Service (the "Terms") in their entirety, without modification or reservation.

Your use of the Platform constitutes your acknowledgment that you have read, understood, and agree to be legally bound by these Terms. If you do not agree with any provision of these Terms, you must immediately cease all use of the Platform.

Continued use of the Platform after any modification to these Terms constitutes acceptance of such modifications, whether or not you have reviewed the updated Terms.

2. Modifications to Terms

The Platform reserves the absolute and unconditional right to modify, amend, update, or replace these Terms at any time, for any reason, in its sole discretion, without prior notice, consent, or obligation to notify users.

All modifications become effective immediately upon posting to the Platform. The Platform is under no obligation to provide notice of changes through email, in-app notifications, or any other means.

The "Last Updated" date at the top of these Terms indicates when changes were last made. It is solely your responsibility to review these Terms periodically. Your continued use of the Platform following any modification constitutes your acceptance of the modified Terms.

3. Eligibility and Account Registration

3.1 Age Requirements

You must be at least 18 years of age to use the Platform. By using the Platform, you represent and warrant that you meet this age requirement. The Platform may request proof of age at any time and may suspend or terminate accounts that do not meet this requirement.

3.2 Account Creation

To access certain features, you must create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Maintain the security and confidentiality of your account credentials
- Immediately notify the Platform of any unauthorized access or security breach
- Accept full responsibility for all activities that occur under your account

3.3 Account Termination Rights

The Platform reserves the right to refuse service, suspend accounts, or terminate access at any time, for any reason or no reason, with or without notice, in its sole discretion.

4. User Content and Intellectual Property

4.1 Your Content

You retain ownership of content you upload, create, or submit to the Platform ("User Content"), including voice recordings, photographs, stories, memoirs, and other materials.

By submitting User Content to the Platform, you grant the Platform and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, and otherwise exploit your User Content in any media formats and through any media channels, for any purpose whatsoever, including commercial purposes, without compensation or attribution to you.

This license survives termination of your account or these Terms.

4.2 AI Processing and Enhancement

You acknowledge and agree that your User Content may be processed through artificial intelligence and machine learning systems, including but not limited to:

- Voice-to-text transcription services
- AI-powered story enhancement and narrative development
- Content analysis, categorization, and organization
- Training and improvement of AI models

- Generation of derivative works based on your content

You grant the Platform unrestricted rights to use your User Content for AI training, model improvement, and development of new AI capabilities, without compensation or attribution.

4.3 Content Standards and Restrictions

You agree not to upload, post, or transmit any User Content that:

- Violates any law, regulation, or third-party rights
- Contains malicious code, viruses, or harmful components
- Infringes intellectual property rights of others
- Contains false, misleading, or fraudulent information
- Harasses, threatens, or defames any person or entity
- Contains obscene, pornographic, or sexually explicit material
- Promotes violence, illegal activities, or discrimination
- Impersonates any person or entity

The Platform reserves the right to remove, modify, or refuse to post any User Content, at any time, for any reason, without notice or liability.

4.4 Platform Ownership

The Platform, including all software, code, designs, graphics, logos, trademarks, service marks, trade names, interfaces, algorithms, and content provided by the Platform (excluding User Content), is owned by the Platform and protected by intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for personal, non-commercial purposes in accordance with these Terms. This license does not grant you any ownership rights or intellectual property rights in the Platform.

4.5 Feedback and Suggestions

Any feedback, suggestions, ideas, or other information you provide to the Platform ("Feedback") becomes the sole property of the Platform. You assign all rights, title, and interest in such Feedback to the Platform, and the Platform may use Feedback for any purpose without compensation or attribution to you.

5. Payment Terms and Subscriptions

5.1 Fees and Charges

Certain features or services may require payment of fees. You agree to pay all applicable fees as described at the time of purchase. All fees are non-refundable unless expressly stated otherwise or required by law.

The Platform reserves the right to change pricing, add new fees, or modify billing terms at any time without notice. Price changes take effect immediately upon posting or as otherwise specified.

5.2 Subscriptions and Auto-Renewal

Subscription services automatically renew at the end of each billing period unless you cancel prior to the renewal date. You authorize the Platform to charge your payment method for recurring subscription fees.

The Platform may change subscription terms, pricing, or features at any time. Continued use of subscription services after such changes constitutes acceptance of the new terms.

5.3 Payment Processing

Payments are processed through third-party payment processors. You agree to comply with their terms and conditions. The Platform is not responsible for errors, failures, or issues arising from payment processing.

You authorize the Platform to store payment information and charge your payment method for applicable fees, including any taxes or additional charges.

5.4 Cancellation and Refunds

You may cancel subscriptions through your account settings or by contacting hello@trylifescrbe.com. Cancellations take effect at the end of the current billing period.

Refunds are provided solely at the Platform's discretion and are not guaranteed. The Platform reserves the right to refuse refund requests for any reason.

6. Acceptable Use and Conduct

6.1 Prohibited Activities

You agree not to:

- Violate any applicable laws, regulations, or third-party rights
- Use the Platform for any illegal, fraudulent, or unauthorized purpose
- Interfere with or disrupt the Platform's operation or servers
- Attempt to gain unauthorized access to the Platform or related systems

- Use automated tools (bots, scrapers, crawlers) to access the Platform
- Reverse engineer, decompile, or disassemble Platform software
- Remove, modify, or obscure any proprietary notices or labels
- Use the Platform to transmit spam, malware, or harmful code
- Impersonate any person or entity or misrepresent your affiliation
- Collect or harvest information about other users without consent
- Engage in any activity that could harm the Platform's reputation or operations

6.2 Enforcement Rights

The Platform reserves the right to investigate violations, cooperate with law enforcement, and take any action deemed necessary to enforce these Terms, including account suspension, termination, content removal, and legal action.

7. Third-Party Services and Links

The Platform may integrate with or provide links to third-party services, websites, applications, or content. The Platform does not control, endorse, or assume responsibility for any third-party services.

Your use of third-party services is at your own risk and subject to their terms and conditions. The Platform disclaims all liability for third-party services, content, or interactions.

8. Privacy and Data Protection

Your use of the Platform is subject to the Platform's Privacy Policy, which is incorporated into these Terms by reference. By using the Platform, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

You acknowledge that:

- The Platform shares information with affiliates, partners, and service providers
- Your information may be processed using AI and machine learning systems
- Your information may be transferred internationally
- The Platform may modify privacy practices at any time without notice

9. Disclaimers and Warranties

9.1 "AS IS" Basis

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION.

9.2 No Guarantees

THE PLATFORM DOES NOT WARRANT THAT:

- The Platform will be uninterrupted, secure, error-free, or virus-free
- The Platform will meet your requirements or expectations
- Any content, information, or results will be accurate, complete, or reliable
- Any defects or errors will be corrected
- User Content will be preserved, backed up, or protected from loss

9.3 User Responsibility

You are solely responsible for:

- Backing up and preserving your User Content
- Ensuring compatibility of your devices with the Platform
- Protecting your account credentials and maintaining security
- Any consequences resulting from your use of the Platform
- Verifying the accuracy of any AI-generated or enhanced content

9.4 AI-Generated Content

AI-generated or AI-enhanced content may contain errors, inaccuracies, or inappropriate material. The Platform makes no representations regarding the accuracy, quality, or appropriateness of AI-generated content. You use AI features at your own risk and must independently verify any AI-generated content before relying on it.

10. Limitation of Liability

10.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM, ITS AFFILIATES, PARTNERS, SERVICE PROVIDERS, LICENSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Loss of profits, revenue, data, use, goodwill, or other intangible losses
- Unauthorized access to or alteration of User Content
- Data breaches, security incidents, or identity theft
- Interruption or cessation of Platform services

- Errors, bugs, viruses, or other harmful components
- Any third-party conduct or content
- Personal injury, property damage, or emotional distress
- Any other damages arising from or related to your use of the Platform

THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND WHETHER OR NOT THE PLATFORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM'S TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO THE PLATFORM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

10.3 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, liability is limited to the maximum extent permitted by law.

11. Indemnification

You agree to indemnify, defend, and hold harmless the Platform, its affiliates, partners, service providers, licensors, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees), and obligations arising from or related to:

- Your use or misuse of the Platform
- Your User Content or any content you submit
- Your violation of these Terms or any applicable laws
- Your violation of any third-party rights, including intellectual property rights
- Any disputes between you and other users
- Any actions taken by the Platform based on your use or conduct

This indemnification obligation survives termination of your account or these Terms.

12. Dispute Resolution and Arbitration

12.1 Binding Arbitration

Any dispute, controversy, or claim arising from or related to these Terms, the Platform, or your use of the Platform (collectively, "Disputes") shall be resolved exclusively through binding arbitration, except as specified below.

By agreeing to these Terms, you waive your right to have Disputes resolved in court by a judge or jury.

12.2 Arbitration Procedures

Arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in English, and the arbitrator's decision shall be final and binding.

You may choose arbitration by telephone, video conference, or based on written submissions. The arbitrator may award any relief that a court could award, including attorneys' fees when authorized by law.

12.3 Class Action Waiver

YOU AGREE THAT DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.

You waive any right to participate in class actions, class arbitrations, private attorney general actions, or consolidated or representative proceedings. The arbitrator may not consolidate claims or preside over any class or representative proceeding.

12.4 Exceptions to Arbitration

Either party may bring an action in small claims court if the claim qualifies. Additionally, either party may seek injunctive or equitable relief in court to prevent infringement of intellectual property rights or unauthorized access to the Platform.

12.5 Opt-Out Right

You have the right to opt out of binding arbitration by sending written notice to hello@trylivescribe.com within thirty (30) days of first accepting these Terms. The notice must include your name, account information, and a clear statement of your intent to opt out of arbitration. Opting out of arbitration does not affect any other provisions of these Terms.

12.6 Survival

This arbitration agreement survives termination of your account or these Terms.

13. Governing Law and Venue

These Terms are governed by and construed in accordance with the laws of the United States and applicable state laws, without regard to conflict of law principles.

To the extent not subject to arbitration, you consent to the exclusive jurisdiction and venue of federal and state courts located in the United States for any legal proceedings arising from these Terms or the Platform.

14. Term and Termination

14.1 Term

These Terms commence when you first access or use the Platform and continue until terminated in accordance with this Section.

14.2 Termination by You

You may terminate these Terms by ceasing all use of the Platform and deleting your account. Account deletion does not guarantee complete removal of your User Content or information.

14.3 Termination by the Platform

The Platform may suspend, disable, or terminate your account or access to the Platform at any time, for any reason or no reason, with or without notice, in its sole discretion.

Grounds for termination include, but are not limited to:

- Violation of these Terms or any applicable policies
- Fraudulent, illegal, or harmful conduct
- Non-payment of fees or chargebacks
- Inactivity or abandonment of account
- Risk to the Platform's operations, reputation, or users
- Any reason deemed appropriate by the Platform

14.4 Effects of Termination

Upon termination:

- Your license to use the Platform immediately terminates
- You must cease all use of the Platform and delete any downloaded materials
- The Platform may delete your account and User Content without liability
- Accrued fees and obligations remain due and payable
- Provisions that by their nature should survive termination shall survive

The Platform is not liable for any damages, losses, or consequences resulting from termination.

15. Force Majeure

The Platform shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, government actions, epidemics, pandemics, internet or telecommunications failures, power outages, cyberattacks, or any other force majeure events.

16. Export Controls and Sanctions

The Platform may be subject to export control laws and regulations. You represent and warrant that you are not located in, under the control of, or a national or resident of any country subject to U.S. embargo or sanctions, and that you are not on any government list of prohibited or restricted parties.

You agree to comply with all applicable export control and sanctions laws and regulations in your use of the Platform.

17. Government Users

If you are a U.S. government entity or using the Platform on behalf of a U.S. government entity, the Platform is a "commercial item" as defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation." Use, reproduction, and disclosure are subject to the Terms and restricted rights applicable to commercial computer software.

18. Severability and Waiver

18.1 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

18.2 Waiver

The Platform's failure to enforce any right or provision of these Terms does not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of the Platform.

19. Entire Agreement

These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and the Platform regarding your use of the Platform and supersede all prior agreements, understandings, representations, and warranties, whether written or oral.

20. Assignment

The Platform may assign, transfer, or delegate these Terms or any rights or obligations hereunder, in whole or in part, at any time without notice or consent.

You may not assign, transfer, or delegate these Terms or any rights or obligations hereunder without the Platform's prior written consent. Any attempted assignment without consent is void.

21. No Agency Relationship

No agency, partnership, joint venture, employment, or franchise relationship is created between you and the Platform by these Terms or your use of the Platform.

22. Electronic Communications

You consent to receive electronic communications from the Platform, including emails, notifications, and messages through the Platform. You agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

23. Survival

The following provisions survive termination of these Terms: Sections 4 (User Content and Intellectual Property), 5 (Payment Terms), 9 (Disclaimers), 10 (Limitation of Liability), 11 (Indemnification), 12 (Dispute Resolution), 13 (Governing Law), and any other provisions that by their nature should survive.

24. Translation

These Terms may be translated into other languages for convenience. In the event of any conflict between the English version and a translated version, the English version shall prevail.

25. California-Specific Provisions

Pursuant to California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice:

The Platform is owned and operated by a private entity. Complaints regarding the Platform or requests for information may be sent to hello@trylivescribe.com. California residents may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

26. Contact Information

For questions, concerns, or notices regarding these Terms, contact:

Email: hello@trylivescribe.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 parties submitting inquiries and may refuse to respond to inquiries in its sole discretion.

27. Acknowledgment

BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE PLATFORM.

YOUR USE OF THE PLATFORM CONSTITUTES ACCEPTANCE OF THESE TERMS.