

LIFESCRIBE BINDING ARBITRATION AGREEMENT

Last Updated: June 24, 2025

1. INTRODUCTION

This Binding Arbitration Agreement ("Agreement") is part of the LifeScribe Terms of Service and governs dispute resolution between you and LifeScribe, Inc.

IMPORTANT: BY USING OUR SERVICES, YOU AGREE TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS.

2. MANDATORY BINDING ARBITRATION

2.1 Agreement to Arbitrate

You and LifeScribe agree that ANY AND ALL DISPUTES arising out of or relating to these Terms, our Privacy Policy, your use of the Services, or your relationship with LifeScribe will be resolved through BINDING INDIVIDUAL ARBITRATION rather than in court.

2.2 Scope

This Agreement applies to ALL CLAIMS including but not limited to:

- Contract disputes
- Tort claims
- Statutory claims
- Privacy violations
- Data practices
- Billing disputes
- Service issues
- Any other disputes

2.3 Limited Exceptions

The only exceptions are:

- Small claims court actions (if eligible)

- Injunctive relief for intellectual property violations

3. CLASS ACTION WAIVER

YOU EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR ANY OTHER FORM OF REPRESENTATIVE ACTION.

This means:

- No class actions
- No class arbitrations
- No representative actions
- No private attorney general actions
- No consolidation of claims
- INDIVIDUAL CLAIMS ONLY

This waiver is an essential part of our agreement to arbitrate. If this waiver is found unenforceable, the entire arbitration agreement is void.

4. ARBITRATION PROCEDURES

4.1 Administrator

American Arbitration Association (AAA) under Consumer Arbitration Rules

4.2 Initiating Arbitration

- File with AAA: www.adr.org
- Send copy to: hello@trylifescrbe.com
- Include claim description and relief sought

4.3 Arbitration Costs

- Claims under \$10,000: We pay AAA fees unless frivolous
- Claims over \$10,000: Fees per AAA Rules
- Each party pays own attorney fees

4.4 Location

Arbitration occurs in Salt Lake City, Utah, or via phone/video at arbitrator's discretion

4.5 Governing Law

Federal Arbitration Act and Utah law govern

5. ARBITRATION RULES

5.1 Discovery

Limited discovery as determined by arbitrator

5.2 Decision

Arbitrator's decision is final and binding

5.3 No Appeal

Very limited grounds for appeal under FAA

5.4 Confidentiality

Arbitration proceedings are confidential

6. TIME LIMIT

ALL CLAIMS MUST BE FILED WITHIN ONE (1) YEAR OF WHEN THE CLAIM AROSE.
CLAIMS NOT FILED WITHIN ONE YEAR ARE PERMANENTLY BARRED.

7. JURY TRIAL WAIVER

YOU WAIVE ANY RIGHT TO A JURY TRIAL FOR ALL DISPUTES.

8. SEVERABILITY

If any part of this Agreement is unenforceable (except the class action waiver), the remainder stays in effect. If the class action waiver is unenforceable, this entire Agreement is void.

9. SURVIVAL

This Agreement survives termination of your account and relationship with LifeScribe.

10. NO OPT-OUT

There is no right to opt out of this Arbitration Agreement. By using our Services, you agree to binding arbitration.

11. CHANGES

We may modify this Agreement at any time without notice. Changes apply to all disputes, including pending ones. Your continued use of the Services constitutes acceptance.

12. ENFORCEMENT

This Agreement is broadly construed to provide for arbitration of all possible disputes. Any ambiguity is resolved in favor of arbitration.

13. THIRD-PARTY BENEFICIARIES

LifeScribe's affiliates, officers, directors, employees, and agents are third-party beneficiaries entitled to enforce this Agreement.

14. CONTACT

For arbitration-related questions: Email: hello@trylivescribe.com

BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THIS BINDING ARBITRATION AGREEMENT, INCLUDING THE CLASS ACTION WAIVER.