

# LIFESCRIBE TERMS OF SERVICE

Last Updated: June 24, 2025

## 1. INTRODUCTION

These Terms of Service ("Terms") govern your use of the LifeScribe mobile application, website ([www.trylifescribe.com](http://www.trylifescribe.com)), and related services (collectively, the "Services") provided by LifeScribe, Inc. ("LifeScribe," "we," "us," or "our").

BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OUR SERVICES.

## 2. IMPORTANT DISCLAIMERS

### 2.1 No Medical Claims

The Services are not intended to diagnose, treat, cure, or prevent any disease or condition. Any references to brain health, cognitive function, or wellness are for informational purposes only. Consult healthcare professionals for medical advice.

### 2.2 AI-Generated Content

AI-generated content may contain inaccuracies, embellishments, or errors. We make no guarantees about the accuracy or quality of generated content. You are responsible for reviewing and verifying all generated content.

## 3. ELIGIBILITY AND ACCOUNTS

### 3.1 Eligibility

You must be at least 13 years old to use the Services. Users aged 13-17 require parental consent.

### 3.2 Account Responsibilities

You are responsible for:

- Providing accurate information
- Maintaining account security

- All activities under your account
- Updating your information

### **3.3 Account Termination**

We may suspend or terminate your account at any time for any reason without notice.

## **4. USER CONTENT AND LICENSES**

### **4.1 Your Content**

You retain ownership of content you upload, but grant us extensive rights as described below.

### **4.2 License Grant to LifeScribe**

By submitting content to our Services, you grant LifeScribe a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable, and transferable license to:

- Use, reproduce, distribute, prepare derivative works of, display, and perform your content
- Process content through AI systems and use it to train machine learning models
- Create anonymized and aggregated data from your content
- Commercialize insights and data derived from your content
- Sublicense these rights to third parties
- Use your content for any business purpose

This license survives termination of your account.

### **4.3 Anonymized Data Rights**

We may create, use, and sell anonymized and aggregated data derived from your content and usage of the Services without restriction. This includes:

- Behavioral patterns and preferences
- Content analysis and insights
- Usage statistics and trends
- AI model improvements
- Commercial datasets

### **4.4 Prohibited Content**

You may not upload content that:

- Violates any law or regulation

- Infringes intellectual property rights
- Contains malware or harmful code
- Violates our content policies

## **4.5 Content Removal**

We may remove any content at any time for any reason without notice.

# **5. PRIVACY AND DATA USE**

## **5.1 Data Collection and Use**

By using our Services, you agree to our data collection and use practices as described in our Privacy Policy, including our right to:

- Collect extensive data about you and your usage
- Create and maintain user profiles
- Use data for commercial purposes
- Sell anonymized and aggregated data

## **5.2 No Guarantee of Privacy**

While we implement security measures, we cannot guarantee the privacy or security of your information.

# **6. SUBSCRIPTIONS AND PAYMENTS**

## **6.1 Fees**

You agree to pay all applicable fees for your chosen subscription plan.

## **6.2 Automatic Renewal**

Subscriptions automatically renew unless cancelled.

## **6.3 No Refunds**

All fees are non-refundable.

## **6.4 Price Changes**

We may change prices at any time without notice.

## **7. INTELLECTUAL PROPERTY**

### **7.1 Our Property**

LifeScribe owns all rights to the Services, including software, designs, trademarks, and technology.

### **7.2 Feedback**

Any feedback you provide becomes our property without compensation to you.

## **8. DISCLAIMERS**

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIFESCRIBE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES.

OUR TOTAL LIABILITY SHALL NOT EXCEED THE FEES YOU PAID IN THE PAST TWELVE MONTHS OR \$100, WHICHEVER IS LESS.

## **10. INDEMNIFICATION**

You agree to indemnify and hold LifeScribe harmless from any claims, damages, losses, or expenses arising from your use of the Services or violation of these Terms.

## **11. DISPUTE RESOLUTION**

### **11.1 Binding Arbitration**

ANY DISPUTE ARISING FROM THESE TERMS OR YOUR USE OF THE SERVICES SHALL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION, NOT IN COURT. See our Arbitration Agreement for details.

## **11.2 Class Action Waiver**

YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS. DISPUTES MUST BE BROUGHT INDIVIDUALLY.

## **11.3 Limited Time to File**

Any claim must be filed within one year of when it arose.

# **12. GENERAL PROVISIONS**

## **12.1 Governing Law**

These Terms are governed by Utah law.

## **12.2 Changes to Terms**

We reserve the right to modify these Terms at any time without notice. Changes are effective immediately upon posting. Your continued use constitutes acceptance of modified Terms.

## **12.3 Entire Agreement**

These Terms, together with our Privacy Policy, Data Storage Policy, Cookie Policy, and Arbitration Agreement, constitute the entire agreement.

## **12.4 Severability**

If any provision is unenforceable, the remainder continues in effect.

## **12.5 No Waiver**

Our failure to enforce any provision is not a waiver.

## **12.6 Assignment**

We may assign these Terms without your consent. You may not assign them.

# **13. CONTACT US**

For all inquiries: Email: [hello@trylifescrbe.com](mailto:hello@trylifescrbe.com)

BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS.

