

HYPESCRIBE TERMS OF SERVICE

Final Corrected Version with Legal Compliance Updates

Effective Date: [EFFECTIVE_DATE]

These Terms of Service ("Terms") govern your access to and use of the services, software, and websites (collectively, "Services") provided by Hypescribe, Inc. ("Hypescribe," "we," "us," or "our").

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SERVICES. BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR SERVICES.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND HYPESCRIBE WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

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1. SERVICE DESCRIPTION

1.1 Hypescribe Services

Hypescribe provides an AI-powered speech intelligence platform that serves as "Google Drive for Your Speech." Our Services include:

(a) **Speech-to-Text Transcription:** Convert audio and video files into accurate text transcripts using proprietary AI models and backup services (b) **AI-Powered Q&A:** Interactive chatbot functionality powered by OpenAI and Anthropic to answer questions about your transcripts (c) **NoteTaker Feature:** Real-time meeting recording and transcription capabilities (d) **Content Management:** Organize, search, edit, and share your transcripts and audio content (e) **Export and Sharing:** Download transcripts in multiple formats and share with others (f) **Analytics and Insights:** Usage analytics and content insights.

1.2 Service Tiers

We offer both free and paid service tiers:

- **Free Tier:** Limited access with 3 files per month (1-hour duration limit per file)
- **Paid Subscriptions:** Token-based plans with enhanced features and higher usage limits

1.3 Technology Infrastructure

Our Services utilize:

- Proprietary speech-to-text models hosted on US-based servers
 - Backup transcription services (Elevate Labs AI, Deepgram, OpenAI Whisper)
 - AI chatbot services (OpenAI, Anthropic) for Q&A functionality
 - Cloud infrastructure for storage and processing
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2. ELIGIBILITY AND ACCOUNT REQUIREMENTS

2.1 Age Requirements

To use our Services, you must be at least 13 years old. If you are between 13 and 17 years old (a "Minor"), you must have your parent or legal guardian's permission to use our Services.

2.2 Parental Consent for Minors

If you are a Minor: (a) Your parent or legal guardian must review and agree to these Terms on your behalf (b) Your parent or legal guardian is responsible for your use of our Services (c) We may require verification of parental consent before providing Services (d) Your parent or legal guardian may contact us to terminate your account at any time.

2.3 Verification Rights

We reserve the right to: (a) Request proof of age or parental consent at any time (b) Suspend or terminate accounts that cannot provide adequate verification (c) Implement additional safeguards for Minor users as required by law.

2.4 Additional Requirements

Regardless of age, you must also: (a) Have the legal capacity to enter into binding agreements (b) Not be prohibited from using our Services under applicable law (c) Provide accurate and complete registration information (d) Comply with all applicable laws and regulations.

3. ACCOUNT REGISTRATION AND SECURITY

3.1 Account Creation

To access certain features of our Services, you must create an account by providing:

- Valid email address
- Secure password
- Any additional information required for verification

3.2 Account Information

You agree to: (a) Provide accurate, current, and complete information during registration (b) Maintain and promptly update your account information (c) Keep your password secure and confidential (d) Notify us immediately of any unauthorized use of your account.

3.3 Account Security

You are responsible for: (a) All activities that occur under your account (b) Maintaining the security of your login credentials (c) Logging out of your account when using shared devices (d) Implementing appropriate security measures for your devices.

4. SERVICE PLANS AND BILLING

4.1 Subscription Plans

We offer the following subscription plans:

Free Trial: 3 files per month (1-hour file limit each)

Starter Subscription: 30 tokens per month (no NoteTaker feature)

- Monthly: \$6.99/month (billed monthly)
- Yearly: \$4.10/month (billed annually at \$49.20)

Pro Subscription: 60 tokens per month (no NoteTaker feature)

- Monthly: \$7.99/month (billed monthly)
- Yearly: \$4.39/month (billed annually at \$52.68)

Ultra Subscription: 300 tokens per month + NoteTaker feature

- Monthly: \$12.99/month (billed monthly)
- Yearly: \$7.49/month (billed annually at \$89.88)

4.2 Token System

(a) 1 token = 1 file transcription (unlimited file length) (b) Unused tokens automatically roll over to the next month (c) Upon subscription cancellation, all accumulated rollover tokens are forfeited (d) Free tier limitations: 3 files per month with 1-hour duration limit per file

4.3 Billing and Payment

(a) Subscription fees are billed in advance on a monthly or annual basis (b) Payment processing is handled by Stripe (c) You authorize us to charge your payment method for all applicable fees (d) All fees are non-refundable except as required by law.

4.4 Price Changes

We may change our pricing with 30 days' notice. Price changes will not affect your current billing cycle but will apply to subsequent renewals.

5. ACCEPTABLE USE AND CONDUCT

5.1 Permitted Uses

You may use our Services for lawful purposes including: (a) Transcribing business meetings, interviews, and presentations (b) Converting educational content and lectures to text (c) Creating accessible content for hearing-impaired individuals (d) Personal note-taking and content organization.

5.2 Prohibited Uses

You may not use our Services to: (a) Violate any applicable laws or regulations (b) Record conversations without required legal consent (c) Infringe on intellectual property rights of others (d) Upload malicious software or harmful content (e) Attempt to gain unauthorized access to our systems (f) Use our Services for harassment, spam, or illegal activities.

5.3 Content Standards

All content uploaded to our Services must: (a) Comply with applicable laws and regulations (b) Not contain illegal, harmful, or offensive material (c) Not violate privacy rights or confidentiality obligations (d) Not infringe on third-party intellectual property rights.

6. RECORDING CONSENT AND LEGAL COMPLIANCE

6.1 Recording Law Overview

IMPORTANT: Recording laws vary significantly by jurisdiction. You are solely responsible for understanding and complying with all applicable recording laws before using our Services.

6.1.1 Federal Law (United States)

Under federal law (18 U.S.C. § 2511): (a) **One-party consent** is the federal standard for recording conversations (b) At least one party to the conversation must consent to recording (c)

Federal law applies to **interstate communications** (calls crossing state lines) (d) You may record conversations where you are a participant without additional consent.

6.1.2 State Law Variations

State laws may be **more restrictive** than federal law:

(a) One-Party Consent States (38 states) These states follow the federal standard - only one party needs to consent: Alabama, Alaska, Arizona, Arkansas, Colorado, Delaware, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, Wyoming, and Washington D.C.

(b) Two-Party/All-Party Consent States (12 states) These states require **all parties** to consent before recording: California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Montana, New Hampshire, Pennsylvania, Washington, Delaware (for in-person conversations), Nevada (for in-person conversations).

6.1.3 International Considerations

If you are located outside the United States or recording participants in other countries: (a) Local recording laws in your jurisdiction apply (b) Laws of participants' locations may also apply (c) Some countries have stricter recording requirements than the US (d) Consult local legal counsel for international recording compliance.

6.2 Recording Best Practices

6.2.1 Obtaining Consent

To ensure compliance across all jurisdictions:

(a) Explicit Verbal Consent (Recommended)

- State at the beginning: "This conversation is being recorded"
- Wait for explicit agreement from all participants
- Record the consent as part of the audio file

(b) Written Consent (Strongest Protection)

- Obtain signed consent forms before recording
- Include purpose of recording and intended use
- Maintain records of all consent documentation

(c) Notice and Opportunity to Object

- Provide clear notice before recording begins
- Allow participants to object or leave the conversation
- Respect any objections and stop recording if requested

6.2.2 Business and Professional Recordings

For business meetings, interviews, and professional calls:

(a) Meeting Notices

- Include recording notice in meeting invitations
- Display recording indicators during virtual meetings
- Announce recording at the beginning of calls

(b) Employee Recordings

- Check employment agreements and company policies
- Comply with workplace recording regulations
- Consider union agreements and labor law requirements

(c) Customer Service Recordings

- Provide clear notice: "This call may be recorded"
- Allow customers to opt out of recording
- Comply with customer privacy preferences

6.3 Hypescribe's Role and Limitations

6.3.1 Technology Provider Only

Hypescribe provides transcription technology and services. We: (a) **Do not provide legal advice** regarding recording laws (b) **Cannot determine** what laws apply to your specific situation (c) **Are not responsible** for your compliance with recording laws (d) **Recommend consulting** qualified legal counsel for specific guidance

6.3.2 User Responsibility

You acknowledge and agree that you are solely responsible for: (a) **Determining applicable laws** in your jurisdiction and situation (b) **Obtaining all necessary consents** before recording (c) **Complying with all applicable** recording and privacy laws (d) **Any legal consequences** resulting from your recording activities

6.3.3 Prohibited Uses

We strictly prohibit use of our Services for: (a) **Illegal recording activities** under applicable law (b) **Recording without required consent** in two-party consent states (c) **Violating privacy rights** or reasonable expectations of privacy (d) **Recording for harassment, blackmail, or other illegal purposes**

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Hypescribe's Intellectual Property

We own all rights, title, and interest in and to our Services, including: (a) Software, algorithms, and proprietary technology (b) Trademarks, service marks, and logos (c) Website content and design (d) Documentation and user materials

7.2 License to Use Services

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable license to access and use our Services for your personal or business purposes.

7.3 Restrictions

You may not: (a) Copy, modify, or create derivative works of our Services (b) Reverse engineer or attempt to extract source code (c) Remove or alter any proprietary notices (d) Use our trademarks without written permission (e) Sublicense, sell, or distribute our Services

7.4 Feedback

If you provide feedback, suggestions, or ideas about our Services, we may use such feedback without any obligation to compensate you.

8. USER CONTENT AND DATA

8.1 Your Content Ownership

You retain ownership of all content you upload, record, or create using our Services ("User Content"), including:

- Audio and video files

- Transcripts and text content
- Personal data and information

8.2 License Grant to Hypescribe

By using our Services, you grant us a worldwide, non-exclusive, royalty-free license to: (a) Host, store, and process your User Content to provide our Services (b) Create transcripts and derivatives of your audio/video content (c) Enable sharing and collaboration features as directed by you (d) Backup and secure your content

8.3 Content Responsibility

You are solely responsible for your User Content and represent that: (a) You own or have necessary rights to all User Content (b) Your User Content does not violate these Terms or applicable laws (c) You have obtained all necessary consents for recording and processing

8.4 Content Removal

We reserve the right to remove User Content that violates these Terms, but we have no obligation to monitor or review User Content.

9. AI MODEL TRAINING AND IMPROVEMENT

9.1 AI Training Consent and User Control

IMPORTANT NOTICE: We use AI models to provide transcription and related services. Your participation in AI training programs is **OPTIONAL** and requires your explicit consent.

9.1.1 Consent Mechanisms

We provide multiple ways for you to control AI training participation:

(a) Account Registration Consent During account creation, you will be presented with clear options to:

- **Opt-in** to AI training programs (recommended for service improvement)
- **Opt-out** of all AI training activities

(b) Ongoing Consent Management You can modify your AI training preferences at any time through:

- Your account settings

- Direct contact with our support team

(c) Geographic Compliance Your consent options may vary based on your location:

- **Connecticut residents:** Explicit opt-in required for all AI training
- **California residents:** Opt-out available with enhanced controls
- **Virginia residents:** Compatible use notification with opt-out rights
- **All other locations:** Standard opt-in/opt-out mechanisms

9.1.2 Data Used for AI Training

When you consent to AI training, we may use the following data types:

(a) Transcript Content

- Text transcripts generated from your audio/video files
- Anonymized and aggregated transcript patterns
- Language and speech pattern analysis

(b) Usage Analytics

- Service interaction patterns and preferences
- Feature usage statistics and performance metrics
- Error correction and accuracy improvement data

(c) Audio Characteristics (Limited)

- Voice pattern analysis for transcription accuracy improvement
- Speaker identification enhancement (multi-speaker scenarios)
- Audio quality optimization data

EXCLUDED FROM AI TRAINING:

- Raw audio and video files (deleted after transcription)
- Personal identifying information
- Sensitive or confidential content
- Content from users who have opted out

9.1.3 AI Training Purposes

Your data may be used for AI training only for these specific purposes:

(a) Transcription Accuracy Improvement

- Enhancing speech-to-text accuracy across languages
- Improving recognition of accents and speaking styles
- Reducing transcription errors and improving quality

(b) Feature Development

- Developing new AI-powered features and capabilities
- Improving existing features like speaker identification
- Enhancing user experience and service functionality

(c) Service Optimization

- Optimizing processing speed and efficiency
- Improving system reliability and performance
- Reducing service costs to maintain competitive pricing

9.2 User Rights and Controls

9.2.1 Withdrawal of Consent

You have the right to withdraw your consent for AI training at any time:

(a) Immediate Effect

- Consent withdrawal takes effect immediately for new data
- Previously contributed data may remain in training datasets
- No penalty or service degradation for withdrawal

(b) Withdrawal Methods

- Account dashboard: Toggle AI training preferences
- Email request: Send withdrawal notice to support@hypescribe.com
- Support contact: Use in-app support or contact form

(c) Confirmation Process

- You will receive confirmation of consent withdrawal within 48 hours
- Updated privacy settings will be reflected in your account
- You can re-enable AI training participation at any time

9.2.2 Data Deletion Rights

Upon consent withdrawal, you may request:

(a) Future Data Exclusion

- Immediate cessation of new data collection for AI training
- Exclusion from all future AI training programs
- Maintained service quality without AI training participation

(b) Historical Data Removal (Where Technically Feasible)

- Removal of identifiable contributions from training datasets
- Anonymized data may remain in aggregated form
- Technical limitations may prevent complete removal from trained models

9.2.3 Transparency and Reporting

We provide transparency about AI training through:

(a) Regular Updates

- Notification of new AI training programs or purposes
- Updates on data usage and model development progress

(b) User Dashboard Information

- Clear indication of your current AI training participation status
- History of consent changes and data contributions
- Information about how your data has contributed to improvements

9.3 Service Analytics and Performance Monitoring

9.3.1 Operational Analytics

Separate from AI training, we collect operational data to maintain service quality:

(a) System Performance Data

- Service uptime and reliability metrics
- Processing speed and efficiency measurements
- Error rates and technical issue identification

(b) Usage Statistics

- Feature adoption and usage patterns
- Service capacity planning and optimization
- Business analytics for service improvement

(c) Security and Compliance Monitoring

- Security incident detection and prevention
- Compliance monitoring and audit trails
- Fraud prevention and abuse detection

9.3.2 Analytics Data Handling

We collect and process analytics data through multiple channels to improve our Services and understand user behavior:

(a) Internal Analytics

Operational analytics data collected directly by our systems:

- **Retention:** Limited to operational necessity (typically 12-24 months)
- **Access:** Restricted to authorized personnel for operational purposes
- **Sharing:** Not shared with third parties except as described below
- **User Control:** Limited user control due to operational necessity

(b) Third-Party Analytics

Marketing and behavioral analytics data shared with external services:

- **Google Analytics:** Website and user behavior analytics (see Section 11.4.1)
- **Amplitude:** Product usage and feature analytics (see Section 11.4.2)
- **Retention:** According to third-party service retention policies
- **User Control:** Opt-out and control mechanisms available (see Section 11.4.4)

(c) Data Minimization

We limit analytics data collection to what is necessary for:

- Service improvement and optimization
- User experience enhancement
- Business intelligence and planning
- Technical performance monitoring

9.4 Third-Party AI Services

9.4.1 Backup AI Providers

When our primary AI systems are unavailable, we may use third-party AI services:

(a) Current Backup Providers

- Elevate Labs AI API (primary backup)
- Deepgram API (secondary backup)
- OpenAI Whisper API (tertiary backup)

(b) Third-Party Data Sharing

- Data shared only when necessary for service provision
- Limited to transcription processing requirements
- Subject to third-party privacy policies and data handling practices
- No long-term storage or training use by third parties

9.4.2 Q&A and Chatbot Services

Our Q&A and chatbot features use external AI providers:

(a) Current Q&A Providers

- OpenAI (ChatGPT API) for conversational AI features
- Anthropic (Claude API) for advanced text analysis

(b) Q&A Data Handling

- Transcript content may be shared for Q&A functionality
- User questions and AI responses are processed by third parties
- Data sharing subject to your consent and privacy preferences
- You can opt out of Q&A features to prevent third-party data sharing

9.4.3 Third-Party Opt-Out

You can opt out of third-party AI processing by:

- Disabling Q&A and chatbot features in your account settings
- Requesting primary-system-only processing (may affect service availability)
- Contacting support for custom data handling arrangements

9.5 International Compliance and Future Regulations

9.5.1 Regulatory Compliance

Our AI training practices comply with applicable privacy laws:

- **US State Laws:** CCPA, VCDPA, CPA, CTDPA compliance
- **Federal Regulations:** FTC guidance and emerging AI regulations

9.5.2 Evolving Legal Requirements

As AI regulations evolve, we will:

- Update consent mechanisms to meet new legal requirements
 - Provide additional user controls as required by law
 - Maintain compliance with emerging AI governance standards
 - Notify users of material changes to AI training practices
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10. VOICE AND BIOMETRIC DATA PROCESSING

10.1 Voice Processing

Our Services process voice data to provide transcription and AI features. This processing may create: (a) Voice patterns and characteristics for transcription accuracy (b) Speaker identification for multi-speaker content (c) Audio analysis for quality and content optimization

10.2 Biometric Information Notice

For Illinois Residents and Others Subject to Biometric Privacy Laws:

We may collect and process biometric identifiers and information, including voiceprints, as part of our transcription services. Before collecting such information, we will: (a) Inform you in writing of our collection and use of biometric data (b) Obtain your written consent for collection and processing (c) Provide information about our retention and destruction schedule (d) Allow you to withdraw consent and request deletion

10.3 Biometric Data Retention

- Biometric data is retained only as long as necessary to provide Services
 - Data is deleted within 30 days of account termination or consent withdrawal
 - Users may request earlier deletion at any time
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11. THIRD-PARTY INTEGRATIONS

11.1 Third-Party Services

Our Services integrate with various third-party platforms and services:

(a) Authentication Services

- Google OAuth, Apple ID, Facebook Login for account access
- Email authentication via Resend service

(b) Payment Processing

- Stripe for subscription billing and payment processing

(c) Analytics and Marketing Services

- Google Analytics for website and user behavior analysis
- Amplitude for product usage and feature analytics
- (See Section 11.4 for detailed analytics disclosures)

(e) AI and Processing Services

- OpenAI, Anthropic for Q&A and chatbot functionality
- Elevate Labs, Deepgram for backup transcription services

(f) Support and Operations

- Zendesk for customer support management
- Typeform for feedback collection
- FeatureBase for feature requests

11.2 Third-Party Terms

Your use of third-party services is subject to their respective terms of service and privacy policies. We are not responsible for third-party services or their practices.

11.3 Data Sharing

We may share limited data with third-party services as necessary to provide our Services, subject to our Privacy Policy and your consent.

11.4 Marketing and Analytics Services

We use third-party analytics and marketing services to understand how our Services are used, improve user experience, and optimize our business operations. These services may collect and process your personal information as described below.

11.4.1 Google Analytics

(a) Service Description

We use Google Analytics, a web analytics service provided by Google LLC ("Google"), to analyze website traffic, user behavior, and service performance.

(b) Data Collection and Processing

Google Analytics collects and processes the following types of information:

- **Online Identifiers:** Cookies, device identifiers, IP addresses (anonymized)
- **Usage Information:** Pages visited, time spent, click patterns, navigation paths
- **Device Information:** Browser type, operating system, screen resolution, device type
- **Geographic Data:** General location information (city/region level, not precise location)
- **Referral Information:** How you arrived at our website (search engines, direct links, social media)

(c) Cookies Used by Google Analytics

Google Analytics uses the following cookies on our website:

- **_ga:** Distinguishes unique users, expires after 2 years
- **_gid:** Distinguishes users, expires after 24 hours
- **_gat:** Limits collection rate, expires after 1 minute
- **AMP_TOKEN:** Contains unique user identifier, expires 30 seconds to 1 year

(d) Business Purposes

We use Google Analytics data for:

- Website performance optimization and user experience improvement
- Understanding user preferences and content effectiveness
- Marketing campaign effectiveness measurement
- Business intelligence and strategic planning
- Service capacity planning and technical optimization

(e) Data Sharing and Processing Location

- Google Analytics processes data on Google's servers, primarily in the United States
- Data may be transferred internationally as part of Google's global infrastructure
- Google acts as a data processor; Hypescribe remains the data controller
- Google may use aggregated, anonymized data to improve its own services

(f) User Rights and Controls

You have the following rights regarding Google Analytics:

- **Opt-Out:** Use Google Analytics Opt-out Browser Add-on or adjust your account privacy settings
- **Cookie Control:** Manage Google Analytics cookies through your browser settings
- **Data Access:** Request information about your Google Analytics data through our privacy contact
- **Data Deletion:** Request deletion of your Google Analytics data (subject to technical limitations)

(g) Legal Basis and Compliance

- **CCPA/CPRA:** You have the right to opt-out of Google Analytics data sharing

- **State Privacy Laws:** Explicit consent may be required based on your location
- **International Users:** GDPR-compliant data processing agreements are in place

(h) Additional Information

- Google Analytics Privacy Policy: <https://policies.google.com/privacy>
- Google Analytics Terms of Service:
<https://marketingplatform.google.com/about/analytics/terms/>
- How Google uses data: <https://policies.google.com/technologies/partner-sites>

11.4.2 Amplitude Analytics

(a) Service Description

We use Amplitude, a product analytics platform provided by Amplitude, Inc., to analyze user behavior, feature usage, and product performance across our Services.

(b) Data Collection and Processing

Amplitude collects and processes the following types of information:

- **User Identifiers:** Unique user IDs, session identifiers, device identifiers
- **Behavioral Data:** Feature usage patterns, user actions, event sequences
- **Technical Data:** App version, platform, device specifications, performance metrics
- **Usage Analytics:** Session duration, feature adoption, user journey analysis
- **Custom Events:** Specific actions you take within our Services (transcription requests, Q&A usage, etc.)

(c) Business Purposes

We use Amplitude data for:

- Product development and feature optimization
- User experience research and improvement
- A/B testing and experimentation
- User retention and engagement analysis
- Business intelligence and growth metrics
- Technical performance monitoring

(d) Data Sharing and Processing Location

- Amplitude processes data on secure cloud infrastructure, primarily in the United States
- Data may be processed in other regions as part of Amplitude's global infrastructure
- Amplitude acts as a data processor; Hypescribe remains the data controller
- Amplitude does not use your data for its own marketing or advertising purposes

(e) User Rights and Controls

You have the following rights regarding Amplitude analytics:

- **Opt-Out:** Disable analytics tracking through your account privacy settings
- **Data Minimization:** Request limitation of analytics data collection
- **Data Access:** Request information about your Amplitude analytics data
- **Data Deletion:** Request deletion of your Amplitude data (subject to technical limitations)
- **Consent Withdrawal:** Withdraw consent for analytics processing at any time

(f) Legal Basis and Compliance

- **CCPA/CPRA:** You have the right to opt-out of Amplitude data processing
- **State Privacy Laws:** Processing based on legitimate business interests with opt-out rights
- **Data Security:** SOC2 Type 2, GDPR, CCPA, and HIPAA compliant infrastructure
- **International Compliance:** Appropriate safeguards for international data transfers

(g) Additional Information

- Amplitude Privacy Policy: <https://amplitude.com/privacy>
- Amplitude Security: <https://amplitude.com/trust>
- Data Processing Agreement: Available upon request through our privacy contact

11.4.3 Analytics Data Retention and Deletion

(a) Retention Periods

- **Google Analytics:** Data is retained according to Google's standard retention periods (up to 26 months for user-level data)
- **Amplitude:** Data is retained for up to 5 years or as configured in our account settings
- **Aggregated Data:** Anonymized, aggregated analytics data may be retained indefinitely for business intelligence

(b) Data Deletion Process

- **Account Deletion:** Analytics data associated with your account is deleted within 30 days of account termination
- **Specific Requests:** You may request deletion of your analytics data at any time
- **Technical Limitations:** Some aggregated or anonymized data may not be technically feasible to delete from analytics systems

11.4.4 User Control and Opt-Out Mechanisms

(a) Account-Level Controls

You can manage your analytics preferences through your account dashboard:

- **Analytics Opt-Out:** Disable all third-party analytics tracking
- **Granular Controls:** Choose which analytics services to allow

- **Cookie Management:** Control analytics cookies and tracking technologies

(b) Browser-Level Controls

- **Cookie Settings:** Use browser settings to block or delete analytics cookies
- **Do Not Track:** We respect Do Not Track signals where technically feasible
- **Ad Blockers:** Analytics tracking may be blocked by ad-blocking software

(c) Opt-Out Links and Tools

- **Google Analytics Opt-Out:** <https://tools.google.com/dlpage/gaoptout>
- **Amplitude Opt-Out:** Contact our privacy team for opt-out assistance
- **Privacy Settings:** Manage all analytics preferences in your account privacy settings

11.4.5 State-Specific Privacy Rights

(a) California Residents (CCPA/CPRA)

You have the right to:

- Know what personal information is collected and shared with analytics services
- Request deletion of your personal information from analytics services
- Opt-out of the sale or sharing of personal information for analytics purposes
- Non-discrimination for exercising your privacy rights

(b) Connecticut Residents (CTDPA)

You have the right to:

- Explicit consent for marketing analytics (required for Connecticut residents)
- Access, correct, and delete your personal information in analytics systems
- Opt-out of targeted advertising and profiling based on analytics data

(c) Virginia and Colorado Residents (VCDPA/CPA)

You have the right to:

- Access and delete your personal information in analytics systems
- Opt-out of targeted advertising and profiling
- Correct inaccurate personal information

11.4.6 International Users

(a) GDPR Compliance (EU/UK Users)

- **Legal Basis:** Processing based on legitimate interests with opt-out rights
- **Data Transfers:** Appropriate safeguards for transfers outside EU/UK
- **Rights:** Access, rectification, erasure, portability, and objection rights
- **Data Protection Officer:** Contact information available in our Privacy Policy

(b) Other International Users

- **Local Laws:** We comply with applicable local privacy laws
 - **Data Transfers:** International transfers are protected by appropriate safeguards
 - **User Rights:** Rights available according to applicable local laws
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12. SERVICE AVAILABILITY AND SUPPORT

12.1 Service Availability

We strive to maintain high service availability but do not guarantee uninterrupted access. Our Services may be temporarily unavailable due to: (a) Scheduled maintenance and updates (b) Technical issues or system failures (c) Third-party service disruptions (d) Force majeure events

12.2 Customer Support

We provide customer support through: (a) Email support at support@hypescribe.com (b) In-app support and help documentation (c) FAQ and knowledge base resources

12.3 Service Modifications

We may modify, update, or discontinue features of our Services with reasonable notice. We will not materially reduce core functionality without providing alternatives or refunds as appropriate.

13. PRIVACY AND DATA PROTECTION

13.1 Privacy Policy

Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

13.2 Data Security

We implement appropriate technical and organizational measures to protect your data, including: (a) Encryption of data in transit and at rest (b) Access controls and authentication systems (c) Regular security audits and monitoring (d) Incident response and breach notification procedures

13.3 Data Retention

We retain your data only as long as necessary to provide Services and comply with legal obligations. Specific retention periods are detailed in our Privacy Policy.

14. DISCLAIMERS AND LIMITATIONS OF LIABILITY

14.1 Service Disclaimers

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING: (a) MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (b) ACCURACY OR COMPLETENESS OF TRANSCRIPTIONS (c) UNINTERRUPTED OR ERROR-FREE SERVICE (d) SECURITY OR PRIVACY OF DATA

14.2 Transcription Accuracy

While we strive for high accuracy, transcription results may contain errors. You are responsible for reviewing and verifying all transcriptions for accuracy and completeness.

14.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR OUR SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM.

14.4 Excluded Damages

WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA LOSS, OR BUSINESS INTERRUPTION.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Hypescribe and its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from: (a) Your use of our Services (b) Your violation of these Terms (c) Your violation of applicable laws or third-party rights (d) Your User Content or recording activities

16. TERMINATION

16.1 Termination by You

You may terminate your account at any time by: (a) Using account deletion features in your dashboard (b) Contacting our support team (c) Following instructions in our Privacy Policy

16.2 Termination by Us

We may suspend or terminate your account if: (a) You violate these Terms or our policies (b) You engage in illegal or harmful activities (c) Your account remains inactive for extended periods (d) We discontinue our Services

16.3 Effect of Termination

Upon termination: (a) Your access to Services will cease immediately (b) We will delete your data according to our retention policies (c) Outstanding fees remain due and payable (d) Provisions that should survive termination will remain in effect

17. DISPUTE RESOLUTION AND ARBITRATION

17.1 Informal Resolution

Before filing any formal dispute, you agree to contact us at support@hypescribe.com to seek informal resolution.

17.2 Binding Arbitration

Any disputes that cannot be resolved informally will be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

17.3 Class Action Waiver

You agree to resolve disputes individually and waive any right to participate in class actions or representative proceedings.

17.4 Exceptions

This arbitration provision does not apply to: (a) Small claims court proceedings (b) Intellectual property disputes (c) Injunctive relief requests

18. GENERAL PROVISIONS

18.1 Governing Law

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

18.2 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Hypescribe regarding our Services.

18.3 Severability

If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.

18.4 Assignment

You may not assign these Terms without our written consent. We may assign these Terms without restriction.

18.5 Updates to Terms

We may update these Terms from time to time. We will notify you of material changes and obtain your consent as required by law.

19. CONTACT INFORMATION

For questions about these Terms of Service, please contact us:

Hypescribe, Inc. Support: support@hypescribe.com Address: 161 Roslea Rd Hayward California 94542

Effective Date: [EFFECTIVE_DATE]
