

Transcribe App

Terms of Service

1.0. Overview

- 1.1.** This website is operated by Intron. Throughout the site, the terms, "site", "Intron", "we", "us" and "our" refer to Intron. Intron offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.
- 1.2.** By visiting and/or using our site, including registration of an account, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms", "Terms of Use"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink e.g. Privacy Policy. These Terms of Service apply to all users of the site, including without limitation users who are browsers, merchants and/ or contributors of content. This include whether you register an account or not and whether you upload any content on your account or not.
- 1.3.** Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.
- 1.4.** The terms "you," "your," "yourself" shall also include your employees, agents, business representatives and any other individuals that you provide access to the Services through your Account. You are responsible for ensuring that all persons who access the Services through your account are aware of these Terms and comply with them.
- 1.5.** Intron reserves the right to revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when posted. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.
- 1.6.** The information provided on the site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws.
- 1.7.** Any new features or tools which are added to the site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any

part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

- 1.8. The site is intended for users who are at least 18 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have permission of, and be directly supervised by, their parent or legal guardian, to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms using the Site.

2.0. General Terms

By agreeing to these Terms of Service, you represent and understand that:

- 2.1. You are not under the age of 18 or a minor in the jurisdiction in which you reside (if a minor, you must have received parental permission to use the Site).
- 2.2. You have the legal capacity, and you agree to comply with these Terms of Use.
- 2.3. That you own or have written permission to use the voice samples provided by you
- 2.4. You may not use the Site for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 2.5. We are a service provider and make no representations as to the safety, effectiveness, accuracy, or legality of any of the information contained on the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied on and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content.
- 2.6. A breach or violation of any of the Terms will result in an immediate termination of your account.

3.0. Prohibited Uses

- 3.1. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality

or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. (l) to upload or store any personal information belonging to you or any other person without express consent. (m) "Harvest" (or collect) information from the Platform using an automated software tool or manually on a mass basis (unless we have given you separate written permission to do so). (n) Obtain, or attempt to obtain, unauthorized access to areas of the Platform or our systems.

- 3.2. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

4.0. Disclaimer of Warranties; Limitation of Liability

- 4.1. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- 4.2. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- 4.3. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 4.4. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 4.5. We do not undertake to review any material before it is uploaded to or posted on the Platform, and cannot ensure prompt removal of objectionable material. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to you or anyone for performance or non-performance of the activities described in this section.
- 4.6. In no case shall Intron, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any

product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

5.0. Indemnification

You agree to indemnify, defend and hold harmless Intron and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

6.0. Use of the Services

6.1. Our Services uses proprietary speech and speaker recognition technology to transform voice conversations into legible text. The service also enables you to share associated transcripts with others and other services.

6.2. We will make the Services available to you. You are responsible for making all arrangements necessary for you to have access to the Services, including the high-speed internet and appropriate devices.

6.3. You and others that you record are solely responsible for any content that becomes part of the Customer Data (as defined below). If you record through or upload to the Platform materials, recordings, text, photos, images, or any other data ("Customer Data"), you affirm, represent, and warrant that any processing of such Customer Data by Intron will not violate any applicable laws or regulations.

6.4. The Services provide a feature that allows you to record individual conversations and/or upload recorded conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by location. It may be an offense in your jurisdiction to record other individuals without their prior written consent. It is your responsibility to follow applicable foreign, federal and local laws when using such feature, including informing the participants in your meetings that the discussion is being recorded. Intron does not permit nor condone the use of our Services for illegal purposes.

6.5. The use of the Services is done at your own discretion and risk and with the agreement that you will be solely responsible for Customer Data and the consequences of recording, submitting and publishing Customer Data on or through the Services.

7.0. Monitoring and Enforcement

We reserve the right to investigate and take appropriate legal action in our sole discretion against anyone who violates these Terms. We have the right to:

- 7.1.** Remove any Customer Data;
- 7.2.** Take any action with respect to any Customer Data that we deem necessary or appropriate in our sole discretion, including if we believe that such Customer Data violates the Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users or the public, or could create liability for Intron;
- 7.3.** Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services;
- 7.4.** Terminate or suspend your access to all or part of the Services for any reason, including without limitation, any violation of these Terms.
- 7.5.** Without limiting the foregoing, we have the right to cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. You waive and hold harmless Intron and its affiliates, licensees and service providers from any claims resulting from any action taken by any of the foregoing parties during, or taken as a consequence of, investigations by either such parties or law enforcement authorities.

8.0. Ownership

8.1. Intron materials

The Services, including the Platform and its entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Intron, its affiliates, licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Intron, its affiliates and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the Services. You must not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Platform or the Services unless explicitly authorized in these Terms or by the owner(s) of the materials. We grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license to use the Services in accordance with this Agreement and its intended purposes only. Except for allowing you to use the Services as set forth herein, you are not receiving any other license or any other rights, including intellectual property or other proprietary rights of Intron. You understand that you have no rights to the Platform or Services or any other Intron property except as indicated in these Terms. All of our rights not expressly granted by this license are hereby retained.

8.2. Customer Data

Customer retains all ownership rights in Customer Data. However, by transmitting, uploading or posting Customer Data on or through the Site, you hereby grant Intron a worldwide, non-exclusive, royalty-free, license to access, process, copy, export, and display Customer Data, only as reasonably necessary (a) to provide, maintain and update the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all rights in and to Customer Data as may be necessary to grant this license.

9.0. Feedback

We always appreciate your feedback or other suggestions about the Services. If you send us any feedback or suggestions regarding the Services, we may or may not use it. Customer grants us an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer.

10.0. Registration and Account Security

10.1. To use certain features or areas of the Services, you will be required to provide personal and/or demographic information as part of a registration or login process and to create an account ("Account"). In addition, the Services are only available to our registered users, and to access the Services you will be required to log in using your username and password. In connection with such registration, Intron may refuse to grant you, and you may not use, a username (or email address) or screen name that is already being used by someone else, that may be construed as impersonating another person, that belongs to another person, that violates the intellectual property or other rights of any person, that is offensive, or that Intron rejects for any other reason in its sole discretion.

10.2. You agree to provide true, accurate, current and complete information about yourself as prompted by the applicable registration or login form, and you are responsible for keeping such information up-to-date (this includes your contact information, so that we can reliably contact you). The information you submit must describe you (you may not impersonate another person or entity), and you may not sell, share or otherwise transfer your account information. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if Intron suspects that your information is untrue or inaccurate, not current, or incomplete, Intron may, in its sole discretion, suspend or terminate your right to access any material for which registration is required. Any personally identifiable information supplied hereunder will be subject to the terms of the Intron's Privacy Policy.

10.3. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You are responsible for all activity occurring when the Services are accessed through your account, whether authorized by you or not. We are not liable for any loss or damage arising from your failure to protect your password or

Account information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

- 10.4.** We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

11.0. Payment Terms

11.1. Our Services may be subject to payments. Please note that any payment required of you in the process of using or signing up for Paid Services are deemed part of this Agreement. We may use a third-party payment processor (the "Payment Processor") to process payments to your Account (your "Billing Account"). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for errors by the Payment Processor. By utilizing the Services, you agree to pay us, through the Payment Processor, in accordance with the applicable payment terms. Intron reserves the right to change its prices and to offer discounts and temporary promotions. You agree that it is your responsibility to maintain a valid, non-expired debit or credit card on file with us while engaging in fee-based activities on our Services. You agree that if you do not maintain a valid, non-expired card on file with us during any billing attempt, your account may be suspended or terminated, subject to interest and penalties. You irrevocably and expressly authorize Intron to withhold any monies and/or debit any monies from any account that you have identified to Intron for any chargebacks, fees, costs, deductions, adjustments and any other amounts owed to Intron.

11.2. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income.

12.0. Term and Termination

12.1. These Terms of Service remain effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. You can delete your account at any time of your choosing.

12.2. We may terminate or suspend your access to or ability to use any and all Services at any time, without prior notice or liability, for any reason or no reason. In particular, Intron may immediately terminate or suspend your Account if you are in breach of these Terms or if your Account has been flagged for copyright infringement.

12.3. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

13.0. Privacy

We respect your privacy and abide by applicable regulations with respect to your personal information (Please see our Privacy Policy at the footer of <https://intron.io>). By visiting this Site and accessing and using the Services, you consent to our collection and use of your personal information as set forth in the Privacy Policy.

14.0. Miscellaneous

14.1. Survival: All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and indemnification.

14.2. No Waiver: No waiver of by Intron of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

14.3. Severability: If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

14.4. Entire Agreement: These Terms, together with our Privacy Policy, shall constitute the entire agreement between you and Intron concerning the Services.

15.0. Governing Law

15.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.

15.2. In the event of any dispute, the parties shall take reasonable steps to resolve the dispute amicably. Where the parties are unable to resolve the dispute, the dispute may be referred to Mediation directed by a Mediator appointed by the High Court of Lagos State, under the Rules of the Lagos State Multidoor Courthouse. The Mediation shall hold in Lagos (parties may agree to attend virtually) and shall be conducted in English Language.

15.3. Where parties are unable to resolve the dispute via Mediation, either party may submit the dispute to the jurisdiction of the Lagos State Courts, under the applicable Laws of Lagos State and the Laws of the Federal Republic of Nigeria.

15.4. Nothing in this Agreement shall preclude either Party from commencing legal proceedings in the Court for the purposes of protecting its confidential information, as contained in the Contract, by means of injunctive or other

equitable relief.

16.0. Contact Information

Questions about the Terms of Service should be sent to us at intron@intron.io