

Terms and Conditions for ScribeBerry Ltd. Web App

Updated 2025-04-02

Summary

Scribeberry provides a web app that uses self-hosted or third party services to transcribe and summarize live or recorded audio into summarized notes, as well as generate large notes from small text inputs using self-hosted and third-party technology.

The third-party technologies include the following:

- 1) Microsoft Azure's OpenAI
- 2) Anthropic's Claude.
- 3) Google Gemini Vertex AI
- 4) OpenAI
- 5) Vapi AI

These third party services may be utilized (independent of our own self-hosted service) depending on provider location, content-filtering policies, or data-storage policies in compliance with PIPEDA, provincial Canadian, and HIPAA based privacy regulations.

Compliance Standards:

We are compliant with the following privacy standards:

HIPAA Compliance (Federal USA)

PIPEDA Compliance (Federal Canadian)

HIA/PIPA (Alberta), **PIPA** (BC), **PHIPA** (Ontario) , **PHIA** (Manitoba), **HIPA** (SK), **PHIA** (NS), **PHIPAA** (NB), **PHIA** (NL),

We are compliant with **Quebec's** modernized privacy framework as per **Law 25**

Access our continuous real-time privacy monitoring dashboard:

<https://app.getdelve.com/scribeberry>

No user data submitted is used to train any LLM model, whether third-party, or locally hosted by Scribeberry on Microsoft Azure. Scribeberry has a submitted PIA (privacy impact assessment) to the OIPC in Alberta

Scribeberry has BAA agreements with Microsoft Azure, Google, OpenAI directly, Vapi AI and with Anthropic to ensure data privacy compliance, zero-retention, and zero training on PHI or de-identified data.

Scribeberry does not have access to any data submitted to and from the LLM, which is encrypted at-rest and in-transit to and from the user's device. Scribeberry only sees encrypted data (a random collection of numbers/text) that allows us only to synchronize notes across devices. Data processed is stored within Canada either in Toronto, Edmonton, or Montreal

ScribeBerry itself does not store any user data apart from user login information and usage data. Scribeberry is HIPAA and PIPEDA compliant.

You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an Organization, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

User Responsibilities

As a user of the App, you are responsible for:

- a. Ensuring the accuracy and completeness of the information you provide to the App.
- b. Complying with all applicable laws, regulations, and rules related to your use of the App and the data you submit.
- c. Ensuring that you have obtained all necessary consents and permissions from individuals whose data you submit to the App, including but not limited to any patient sensitive data.
- d. Maintaining the confidentiality of any access credentials (such as usernames and passwords) related to your use of the App.

Limitation of Liability

You agree that ScribeBerry, its affiliates, and their respective officers, directors, employees, and agents will not be liable for any loss, damage, or expense arising out of or in connection with your use of the App or any data you submit to the App, including but not limited to any patient sensitive data. You assume full responsibility for any such loss, damage, or expense and agree to indemnify and hold ScribeBerry harmless from any claims or liabilities arising from your use of the App or the data you submit.

No Warranty

ScribeBerry provides the App "as is" and without any warranty or condition, express or implied. ScribeBerry does not warrant that the App will be error-free, uninterrupted, or that it will meet your specific requirements or expectations. To the fullest extent permitted by law, ScribeBerry disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Termination

ScribeBerry reserves the right to terminate your access to the App at any time, with or without cause and without prior notice. You may also discontinue your use of the App at any time. Sections 4 (Limitation of Liability), 5 (No Warranty), and 8 (Governing Law and Jurisdiction) shall survive termination of these Terms.

Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which ScribeBerry is located, without regard to its conflict of law provisions. Any disputes arising out of or relating to these Terms or your use of the App shall be subject to the exclusive jurisdiction of the courts located in the same jurisdiction as ScribeBerry.

Changes to the Terms

ScribeBerry may revise these Terms from time to time without prior notice. By continuing to use the App after any such changes, you agree to be bound by the updated Terms. If you do not agree with the updated Terms, please discontinue your use of the App.

Contact Information

If you have any questions or concerns regarding these Terms or your use of the App, please contact ScribeBerry Ltd. at the following:

Email: hello@scribeberry.com

Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remaining provisions of these Terms, which shall remain in full force and effect.

Waiver

No waiver by ScribeBerry of any term or condition set forth 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 ScribeBerry to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

Assignment

You may not assign, transfer, or delegate your rights or obligations under these Terms without the prior written consent of ScribeBerry. ScribeBerry may assign, transfer, or delegate its rights or obligations under these Terms without restriction.

Force Majeure

ScribeBerry shall not be held responsible or liable for any delay or failure to perform any obligation under these Terms due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, strikes, government actions, or any other extraordinary events that are beyond the control of ScribeBerry.

Intellectual Property Rights

All intellectual property rights, including but not limited to copyrights, trademarks, patents, and trade secrets, in the App and its content, features, and functionality are and shall remain the exclusive property of ScribeBerry and its licensors. Your use of the App does not grant you any rights in or to such intellectual property, except as expressly set forth in these Terms or as otherwise granted by ScribeBerry in writing.

Feedback

If you provide any feedback, suggestions, or ideas to ScribeBerry regarding the App, you acknowledge and agree that ScribeBerry may use, reproduce, modify, adapt, and otherwise exploit such feedback, suggestions, or ideas without restriction and without any obligation of compensation or attribution to you.

Notices

All notices, requests, and other communications under these Terms must be in writing and sent to the applicable party at the contact information provided in Section 10 (Contact Information). Notices will be deemed received and effective on the date of actual receipt if delivered by hand, or on the date sent if sent by email or other electronic means.

Relationship of the Parties

Nothing in these Terms shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between you and ScribeBerry. You and

ScribeBerry are independent contractors, and neither party has any authority to bind or commit the other party in any way.

Compliance with Laws

You agree to comply with all applicable local, state, national, and international laws, regulations, and rules in connection with your use of the App, including, but not limited to, any data protection, privacy, and intellectual property laws.

Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or your use of the App, you and ScribeBerry agree to use good faith efforts to resolve the dispute amicably through negotiation. If the dispute cannot be resolved through negotiation, you and ScribeBerry agree to submit the dispute to binding arbitration in accordance with the rules and procedures of the jurisdiction in which ScribeBerry is located.

No Class Actions/Lawsuits

You agree that any claim or dispute you may have against ScribeBerry must be resolved on an individual basis and not as part of any class, collective, or representative action. You further agree to waive any right to participate in a class, collective, or representative action against ScribeBerry, and you acknowledge that this waiver is a material and essential term of these Terms.

BY ACCEPTING THESE TERMS, YOU AND ScribeBerry ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury

Injunctive Relief

You acknowledge and agree that any violation or breach of these Terms by you may cause irreparable harm to ScribeBerry, and that monetary damages alone may be inadequate to compensate ScribeBerry for such harm. Accordingly, you agree that ScribeBerry shall be entitled to seek injunctive relief or other equitable remedies, without the requirement to post a bond or provide other security, in the event of any actual or threatened violation or breach of these Terms by you.

Limitation on Time to File Claims

You agree that any claim or cause of action arising out of or related to these Terms or your use of the App must be filed within one (1) year after the claim or cause of action arose, or it shall be permanently barred, regardless of any statute or law to the contrary.

Interpretation

In the event of any conflict or inconsistency between the provisions of these Terms and any other document or communication between you and ScribeBerry, the provisions of these Terms shall prevail. Any ambiguity in these Terms shall be interpreted in a manner that is most favorable to ScribeBerry.

Non-Exclusivity

Nothing in these Terms shall be construed to create an exclusive relationship between you and ScribeBerry. Both parties remain free to engage in other business relationships, including with competitors, during the term of these Terms.

Electronic Communications

By using the App, you consent to receive electronic communications from ScribeBerry, including notices, agreements, legally required disclosures, or other information in connection with the App. You agree that any such electronic communication satisfies any legal requirement that such communication be in writing.

User Representations and Warranties

By using the App, you represent and warrant that:

- a. You are at least 18 years of age and have the legal capacity to enter into these Terms.
- b. You have read, understood, and agree to be bound by these Terms.
- c. You have the necessary rights, licenses, and permissions to submit any data you provide to the App, including but not limited to any patient sensitive data. This would possibly include patient informed consent for certain uses within the app
- d. Your use of the App and any data you submit will not infringe or violate the rights of any third party, including but not limited to intellectual property rights, privacy rights, or rights to publicity.

Remedies

The rights and remedies of ScribeBerry under these Terms are cumulative and not exclusive, and the exercise by ScribeBerry of any right or remedy shall not preclude the exercise of any other right or remedy provided by law or equity.

Language

These Terms have been prepared in the English language and such version shall be controlling in all respects. Any non-English translations of these Terms are provided for convenience only and shall not be binding or of any effect.

No Third-Party Beneficiaries

These Terms are for the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. There are no third-party beneficiaries to these Terms, and no person or entity other than the parties hereto shall have any right or remedy under these Terms.

Modifications to the App

ScribeBerry reserves the right to modify, update, or discontinue the App, or any features or functionalities thereof, at any time without prior notice. This includes scheduled and unscheduled downtime, maintenance time, or other bugs or glitches that may require fixing or monitoring. ScribeBerry shall not be liable to you or any third party for any modification, update, or discontinuance of the App.

Links to Other Websites

The App may contain links to third-party websites, advertisements, or resources. You acknowledge and agree that ScribeBerry is not responsible or liable for the content, products, or services on or available from such websites or resources. Links to third-party websites or resources do not imply any endorsement by ScribeBerry of such websites or resources, or the content, products, or services available from such websites or resources.

Acknowledgment of Risks

You acknowledge and agree that your use of the App, including the submission of any data, involves certain risks, including but not limited to the risk of unauthorized access, loss, or misuse of your data. You assume all risks associated with your use of the App and the submission of any data, and you agree that ScribeBerry shall not be liable for any loss, damage, or expense arising from such risks.

Copyright Infringement Claims

If you believe that any content on the App infringes your copyright, please provide ScribeBerry with a written notice containing the following information:

- a. A description of the copyrighted work that you claim has been infringed.
- b. A description of the material that you claim is infringing, and the location of such material on the App.
- c. Your name, address, telephone number, and email address.

- d. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- e. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- f. A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ScribeBerry's designated agent for notice of copyright infringement can be reached at:

Email: hello@scribeberry.com

Please note that this procedure is exclusively for notifying ScribeBerry of copyright infringement claims and is not intended for any other purpose.

Trademark Infringement Claims

If you believe that any content on the App infringes your trademark, please provide ScribeBerry with a written notice containing the following information:

- a. A description of the trademark that you claim has been infringed, including registration details if applicable.
- b. A description of the material that you claim is infringing, and the location of such material on the App.
- c. Your name, address, telephone number, and email address.
- d. A statement by you that you have a good faith belief that the disputed use is not authorized by the trademark owner, its agent, or the law.
- e. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the trademark owner or authorized to act on the trademark owner's behalf.
- f. A physical or electronic signature of the trademark owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ScribeBerry's designated agent for notice of trademark infringement can be reached at:

Email: hello@scribeberry.com

Please note that this procedure is exclusively for notifying ScribeBerry of trademark infringement claims and is not intended for any other purpose.

Suspension or Termination for Breach

If ScribeBerry determines, in its sole discretion, that you have violated any provision of these Terms, ScribeBerry may, without prior notice to you, suspend or terminate your access to the App or exercise any other remedy available under these Terms or applicable law.

Confidentiality

You agree to maintain the confidentiality of any non-public information that you receive from ScribeBerry in connection with your use of the App, and to use such information only for the purposes of using the App in accordance with these Terms. You shall not disclose any such non-public information to any third party without the prior written consent of ScribeBerry.

Equitable Relief

You acknowledge that any breach of your obligations under these Terms may cause irreparable harm to ScribeBerry, and that monetary damages alone may be inadequate to compensate ScribeBerry for such harm. Accordingly, you agree that ScribeBerry shall be entitled to seek injunctive relief or other equitable remedies, without the requirement to post a bond or provide other security, in the event of any actual or threatened breach of these Terms by you.

Incorporation by Reference

Any guidelines, rules, or policies that ScribeBerry may provide to you in connection with your use of the App, including but not limited to any user guides, FAQs, or tutorials, are hereby incorporated by reference into these Terms and shall be binding upon you to the same extent as if set forth herein in full.

User Account and Access

In order to access and use the App, you may be required to create a user account ("Account") with a unique username and password. You agree to:

- a. Provide accurate, current, and complete information when registering for your Account.
- b. Maintain and promptly update your Account information to keep it accurate, current, and complete.
- c. Keep your username and password confidential and secure. You are responsible for all activities that occur under your Account, whether or not you authorized the activity.
- d. Notify ScribeBerry immediately of any unauthorized use of your Account or any other breach of security. ScribeBerry shall not be liable for any loss or damage arising from your failure to comply with this Section.

e. Not create more than one Account or create an Account for anyone other than yourself without their express permission.

ScribeBerry reserves the right to suspend or terminate your Account and refuse any and all current or future use of the App if it suspects that any information provided by you is inaccurate, not current, or incomplete, or if you violate any of these Terms.

To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, phone number, or other contact information.

For Business or Enterprise Organizations, if you wish to designate individual users to access and use the Service under your account (such users, "Authorized Users"), you may also be required to provide us with some information about such Authorized Users. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times, and that you have all necessary rights and approvals to provide such information.

When you register, you will be asked to provide a password. You are responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us

Account Deletion

You may request the deletion of your Account at any time by contacting ScribeBerry at hello@scribeberry.com. Upon receipt of your request, ScribeBerry will deactivate your Account and delete any personally identifiable information associated with your Account, subject to any applicable legal or regulatory requirements.

Responsibility for Usernames and Passwords

You are solely responsible for maintaining the confidentiality of your username and password and for all activities that occur under your Account. You agree not to share your username and password with any third party, and to notify ScribeBerry immediately if you suspect any unauthorized use of your Account or any other breach of security. ScribeBerry shall not be liable for any loss or damage arising from your failure to comply with this Section.

Fees and Payment

To use the App, the vendor is required to pay a fee, which may include a one-time fee and/or a monthly or yearly recurring fee (collectively, the "Fees"). By using the App, you agree to pay the applicable Fees in accordance with the payment terms provided by ScribeBerry.

a. **Fee Changes:** ScribeBerry reserves the right to change the Fees at any time, at its sole discretion. If ScribeBerry changes the Fees, it will provide you with notice of the change and the change will only apply to your use of the App after the effective date of the change. Your continued use of the App following the effective date of a Fee change constitutes your acceptance of the new Fees.

b. **Payment Methods:** You must provide a valid payment method, such as a credit card or PayPal account, in order to use the App. By providing your payment method, you authorize ScribeBerry to charge your payment method for the applicable Fees on a recurring basis until otherwise canceled. You represent and warrant that you have the legal right to use the payment method provided.

c. **Billing:** The Fees will be billed on a one-time or recurring basis, as applicable, and are due and payable in advance. If your payment method cannot be charged for any reason, ScribeBerry may suspend or terminate your access to the App without notice.

d. **Taxes:** You are responsible for any applicable taxes, duties, or other governmental charges related to your use of the App, excluding taxes on ScribeBerry's net income. If ScribeBerry is required by law to collect any taxes on your behalf, such taxes will be added to the Fees and billed to your payment method.

e. **Refund Policy:** All Fees paid for the use of the App are non-refundable, except as required by law or as otherwise specified in these Terms. Fees paid in advance will not be refunded if the subscription is canceled earlier than the specified period of time upon sign up.

f. **Automatic Renewal:** If you are enrolled in a subscription plan with a monthly or yearly recurring fee, your subscription will automatically renew at the end of each billing cycle, unless you cancel your subscription prior to the renewal date. You may cancel your subscription through the app management portal.

Canceled subscriptions will continue to be active until the end of the purchased billing cycle. No prorated refund will be offered. If offered, it will be at the sole discretion of Scribeberry

Free Trials and Promotions

ScribeBerry may offer free trials or promotional discounts for the App from time to time. If you sign up for a free trial or promotional offer, you agree to the terms and conditions associated with that offer. Unless otherwise stated, free trials and promotional offers are for new users only and may not be combined with other offers. ScribeBerry reserves the right, in its sole discretion, to determine your eligibility for a free trial or promotional offer and to modify, suspend, or terminate such offers at any time without notice.

Beta Testing and Feedback

ScribeBerry may offer pre-release, beta, or trial versions of the App ("Beta Versions") for testing and evaluation purposes. By using a Beta Version, you acknowledge and agree that:

- a. The Beta Version may contain bugs, errors, or other issues that could cause system failures or data loss.
- b. The Beta Version may not include all features or functionality that will be available in the final release of the App.
- c. ScribeBerry has no obligation to provide support or updates for the Beta Version.

You agree to provide feedback and report any issues you encounter with the Beta Version to ScribeBerry. Your feedback and suggestions may be used by ScribeBerry to improve the App, and you grant ScribeBerry a perpetual, royalty-free, irrevocable, and sublicensable license to use and incorporate your feedback and suggestions in any manner.

Prohibited Uses

You agree not to use the App for any illegal, harmful, or abusive activities, including but not limited to:

- a. Engaging in or promoting any illegal, fraudulent, or harmful activities.
- b. Infringing on the rights of others, including intellectual property rights, privacy rights, or publicity rights.
- c. Transmitting or distributing any viruses, malware, or other harmful content.
- d. Harassing, defaming, or threatening other users or third parties.

ScribeBerry reserves the right to suspend or terminate your access to the App if you engage in any prohibited activities.

Maintenance and Downtime

ScribeBerry may perform maintenance, updates, or upgrades to the App, which may result in scheduled or unscheduled downtime. ScribeBerry will make reasonable efforts to minimize any disruption to the App and to provide advance notice of scheduled maintenance whenever possible. However, ScribeBerry is not liable for any loss or damage resulting from downtime or service interruptions.

System Requirements

To use the App, you must have a compatible device, operating system, and internet connection that meet the minimum system requirements specified by ScribeBerry. It is your responsibility to ensure that your device and system meet these requirements, and ScribeBerry is not responsible for any limitations or reduced functionality resulting from your failure to meet the system requirements.

Data Backup

While ScribeBerry takes reasonable measures to prevent data loss, it is your responsibility to maintain backups of your data. ScribeBerry is not responsible for any loss, damage, or corruption of your data, and makes no warranties or representations regarding the availability, reliability, or accuracy of any data backup or recovery services.

Customer Support

ScribeBerry may provide customer support for the App, which may include email, live chat, or other communication methods. Support availability and response times may vary depending on the nature of your issue and the volume of support requests. ScribeBerry reserves the right to charge fees for certain types of support or for users who require a higher level of support.

Data and Reporting Accuracy

While ScribeBerry makes reasonable efforts to provide accurate and reliable data and reporting through the App, the App relies on complex algorithms and automated processes that may not always generate completely accurate results. You acknowledge and agree that:

- a. The data, transcriptions, summaries, and notes generated by the App may contain errors, inaccuracies, or omissions.
- b. It is your sole responsibility to review, verify, and correct any data, transcriptions, summaries, or notes generated by the App before relying on them for any reason or sharing them with others.

c. ScribeBerry makes no representations, warranties, or guarantees regarding the accuracy, completeness, or reliability of the data, transcriptions, summaries, or notes generated by the App.

You agree that the responsibility for the accuracy of the data, transcriptions, summaries, and notes generated by the App lies solely with you as the vendor, and that ScribeBerry shall not be liable for any errors, inaccuracies, or omissions in the data, transcriptions, summaries, or notes generated by the App or for any loss or damage arising from your reliance on such data, transcriptions, summaries, or notes.

Entire Agreement

These Terms constitute the entire agreement between you and ScribeBerry with respect to your use of the App and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the App.

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is made and entered into the date of sign up (the "Effective Date") between you or your representative company, (the "Covered Entity") and ScribeBerry Ltd. (the "Business Associate"), a company incorporated under the laws of Alberta, Canada.

RECITALS

WHEREAS, Business Associate has developed a GPT powered app ("ScribeBerry") used by healthcare providers for the collection of confidential patient data, generating chart notes and letters in the form of text, audio, or live patient conversations processed by Google's Vertex AI and/or Microsoft Azure's OpenAI service or other aforementioned third-party vendors, all of which are HIPAA compliant;

WHEREAS, Business Associate and Covered Entity are bound by certain obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, "HIPAA Standards");

WHEREAS, Covered Entity and Business Associate desire to set forth their obligations with respect to protected health information in accordance with HIPAA Standards

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in the HIPAA Standards.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

1. Business Associate shall use or disclose Protected Health Information only as permitted or required by this Agreement or as required by law.
2. Business Associate will implement appropriate safeguards as are necessary to prevent unauthorized use or disclosure of the Protected Health Information.
3. Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware.

III. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.

IV. TERM AND TERMINATION

This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

V. INDEMNIFICATION

Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs,

and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with any breach of this Agreement by the Indemnifying Party.

VI. MISCELLANEOUS

1. Force Majeure: Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control.

2. Entire Agreement: This Agreement constitutes the complete agreement between Covered Entity and Business Associate and supersedes all previous agreements or representations, written or oral, with respect to the services provided hereunder.

3. Amendment: This Agreement may not be modified, nor will any provision be waived or amended, except in a writing duly signed by authorized representatives of the parties.

4. Notice: Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail or airmail, or by email (confirmed by first class or airmail) to the address of the relevant party.

5. Governing Law: This Agreement will be governed in all respects by the laws of the United States.

Updated 2025-04-02

Terms and Conditions for Scribeberry's Autonomous Doctor Assistant (ADA)

Last Updated: 2025-04-02

1. Introduction

Welcome to Scribeberry's Autonomous Doctor Assistant (ADA), a tool designed to assist healthcare professionals in summarizing patient histories. This document outlines the terms and conditions under which you may use ADA. Please read these terms carefully.

2. Acceptance of Terms

By signing in, you agree to be bound by these terms and conditions, in addition to Scribeberry's general terms of service. If you do not agree, you should not sign in and should not use ADA.

3. Description of Service

ADA is a summarization tool that utilizes advanced speech recognition and synthesis technology to communicate with patients and summarize their medical histories for healthcare professionals. It is designed to assist, not replace, the healthcare professional. It is used for note taking and summarizing conversations, not to aid in the diagnosis and treatment process. ADA is a tool that requires physician or clinical supervision. It is NOT meant to be deployed independently.

4. User Responsibilities

As a user, you agree to:

- Use ADA only for its intended purpose.
- Ensure the accuracy and completeness of information provided to and by ADA.
- Maintain the confidentiality of patient information as per HIPAA and PIPEDA regulations.
- Be solely responsible for the diagnosis, treatment, and care of patients.
- Not use ADA for any fraudulent or maleficent purposes

5. Data Privacy and Security

- ADA is HIPAA and PIPEDA compliant with zero-data retention configured and no AI training on input data.
- ADA conversations are stored server side encrypted with state-of-the-art encryption standards, only accessible to the user (clinician) using ADA.
- All data is end-to-end encrypted and is stored safely and securely.
- Scribeberry will not access any PHI or train on any input PHI
- Third Party Vendors used may include Vapi AI and/or the same vendors that Scribeberry uses, most notably Microsoft Azure's contained OpenAI service and Anthropic's Claude.

6. Limitations of Liability

- ADA is a support tool, not a substitute for professional judgment. Scribeberry is not responsible for decisions made or actions taken based on ADA's use.
- Scribeberry shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from the use of ADA.

7. No Warranties

ADA is provided "as is" without any warranty of any kind. Scribeberry makes no representations about the suitability, reliability, or accuracy of the information provided by ADA.

8. Indemnification

You agree to indemnify, defend, and hold harmless Scribeberry, its officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms or any activity related to your use of ADA.

9. Modification of Terms

Scribeberry reserves the right to modify these terms at any time. Your continued use of ADA following any such modification constitutes your agreement to be bound by the modified terms.

10. Governing Law

These terms shall be governed by the laws of the jurisdiction in which Scribeberry operates, without regard to its conflict of law provisions.

11. Contact Information

For any questions or concerns regarding these terms, please contact us at hello@scribeberry.com

12. Acknowledgment

By using ADA, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

Date 2025-04-02