

Terms of Service

Last Updated Date: August 18, 2025

Parties and agreement. These Terms of Service (“Terms”) are a legally binding agreement between **Sterling Labs, Inc., d/b/a DraftTheRecord AI** (“DraftTheRecord,” “we,” “us,” or “our”) and the person or entity that accesses or uses the Services (“Customer,” “you,” or “your”). By accessing or using the Services, you agree to these Terms.

Eligibility. You represent that you are at least **18 years old** and have authority to bind your organization to these Terms.

Accounts and use

Account registration. You must provide accurate account information and keep it current. You are responsible for maintaining the confidentiality of your credentials and for all activities under your account.

Acceptable use. You will use the Services only for lawful purposes and in compliance with applicable laws and court rules. **You are responsible for obtaining all necessary rights, permissions, and consents** to record, upload, or otherwise process audio/video and related content through the Services. You will not: (a) attempt to access the Services or systems without authorization; (b) interfere with, disrupt, or degrade the Services; (c) reverse engineer or attempt to derive source code except to the extent such restriction is prohibited by law; (d) upload malware or harmful content; or (e) attempt to re-identify de-identified data.

Service changes. We may modify the Services’ features, functionality, or availability from time to time.

Customer content and IP

Ownership. As between you and DraftTheRecord, **you own your content** (including audio, video, transcripts, and case materials) and all intellectual property rights therein.

License to DraftTheRecord. You grant DraftTheRecord a **limited, non-exclusive license** to host, process, transcode, analyze, and otherwise use your content **solely to provide and support the Services** (including quality assurance, security, troubleshooting, and user-requested features). This license ends when your content is deleted from our systems per these Terms and our Privacy Policy.

Feedback. If you provide feedback or suggestions, you grant DraftTheRecord a perpetual, irrevocable, worldwide, royalty-free license to use the feedback for any purpose without obligation to you.

DraftTheRecord IP. The Services, software, websites, and documentation are owned by DraftTheRecord and its licensors and are protected by intellectual property laws. Except for the rights expressly granted, no other rights are granted, and DraftTheRecord reserves all rights, title, and interest in and to the Services.

Payment; orders

Custom billing. Fees, payment terms, and any usage limits are set out in your order form, SOW, or other written agreement with us. Unless otherwise stated there, amounts are due as invoiced, and you are responsible for applicable taxes (excluding taxes on our net income).

Privacy; subcontractors

Your use of the Services is subject to our **Privacy Policy**. We may engage **service providers and subprocessors** to perform functions on our behalf (hosting, storage, analytics, communications, and similar). We use trusted third-party vendors with appropriate privacy and security practices and may update our vendor relationships from time to time.

No legal advice; accuracy and review

No legal advice. The Services do not provide legal advice.

Accuracy and professional judgment. Automated outputs may contain errors. You are solely responsible for reviewing outputs and ensuring compliance with applicable court rules and procedures.

Suspension and termination

We may suspend or terminate access to the Services immediately if you materially breach these Terms, create security or legal risk, or engage in fraudulent or unlawful activity. You may terminate for convenience by closing your account and ceasing use of the Services. Upon termination, we may retain information as permitted by the Privacy Policy and applicable law; upon request, and subject to any legal holds, we will take reasonable steps to delete or de-identify content associated with your account.

Disclaimers

THE SERVICES AND ALL RELATED MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRAFTTHERECORD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DRAFTTHERECORD DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL DRAFTTHERECORD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR AMOUNTS OWED BY YOU, AND EXCEPT FOR YOUR BREACHES OF THE “ACCEPTABLE USE” OR “CUSTOMER CONTENT AND IP” SECTIONS, **DRAFTTHERECORD’S TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO DRAFTTHERECORD FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. LIMITATION PERIOD.** ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES MUST BE FILED WITHIN **ONE (1) YEAR** AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

Indemnification

You will indemnify and hold harmless DraftTheRecord and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your content; (b) your use of the Services in violation of law or these Terms; or (c) your recording or uploading without appropriate consent or legal authority.

Governing law; venue

This Agreement is governed by the laws of the State of California, and the parties submit to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California.

Changes to these Terms

We may update these Terms from time to time. Changes are effective upon posting; for material updates, we may also notify you by email or an in-product notice.

General

These Terms constitute the entire agreement between you and DraftTheRecord regarding the Services and supersede any prior or contemporaneous agreements on the subject matter (unless you have a signed MSA with us, which will govern to the extent of any conflict). If any provision is held invalid, the remaining provisions will remain in full force. You may not assign

these Terms without our prior written consent; we may assign them in connection with a merger, acquisition, or sale of assets. No waiver by either party is effective unless in writing.

Contact

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