

Secure Transcription Solutions

Terms of Use

Acceptance of Terms

By accessing or using ParrotASR (“the App”) provided by Secure Transcription Solutions (“STS”), you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions (“Terms”). If you do not consent to these Terms, you are prohibited from using the App.

Description of the App

ParrotASR is a digital reporting software and transcription service application designed to meet the unique requirements of court reporters within the legal industry. Using ParrotASR’s recording application for virtual proceedings hosted via Zoom, reporters may leverage audio captured directly from Zoom by recording a single-channel audio file. Zoom-based ParrotASR recordings deliver precise speaker identifications and empower users to take full advantage of the other features of the App, including;

- instant display of ASR text;
- marking shifts from colloquy to Q&A;
- note taking;
- custom vocabulary; and events.

The ParrotASR + Zoom integration requires the use of an ASIO-compatible audio interface (physical or virtual), enabling the user to mix audio from internal and external sources.

Use of the App

ParrotASR is intended for use by court reporters and legal professionals for transcription purposes. Users will record audio harnessed from legal proceedings hosted via Zoom using ParrotASR for instant transcription, speaker designation, reporter-annotations, and a suite of other features. Files generated by ParrotASR will be stored locally on the User’s computer, and may be used to produce a verbatim legal transcript. Users recognize the regional variations in laws and commit to utilizing the App in compliance with all applicable laws and regulations.

Intellectual Property Rights

ParrotASR, including all its elements, features, and operations, is the property of STS, its licensors, or other relevant providers, and is safeguarded by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws in the United States and internationally. STS retains ownership of the App’s name, logos, product service names, and

designs, which are trademarks of STS, its affiliates, or licensors. The use of these marks without prior written permission from STS is strictly prohibited.

User Content

The files produced by ParrotASR are stored directly on the user's device. Users maintain ownership of all files created by ParrotASR and stored on their own computer.

Payment and Billing

Users commit to upholding their standing Customer Agreement with STS. Transactions between the User and STS are conducted in accordance with the terms specified in the Customer Agreement agreed upon by both parties. There are no extra charges associated with accessing ParrotASR via the Zoom Marketplace.

Privacy Policy

Users acknowledge that their utilization of the App is governed by our Privacy Policy, detailing the methods through which we gather, utilize, and safeguard personal information. By utilizing the App, you agree to the collection and utilization of your data as delineated in the Privacy Policy.

Disclaimer of Warranties

STS's product, the ParrotASR application, provides its services "as is" and "as available." We make no warranties or representations, express or implied, regarding the accuracy, reliability, completeness, or suitability of the services provided by ParrotASR. Transcription accuracy may vary based on factors such as audio quality, background noise, accents, and technical limitations. ParrotASR records audio files locally on the user's device. Users retain ownership and responsibility of these recordings and their content. STS does not store or access User recordings without explicit User consent. STS does not warrant that the App will be continuously available, uninterrupted, or error-free. We may occasionally need to perform maintenance, updates, or address technical issues that could impact App availability and performance.

Users acknowledge and agree that the use of ParrotASR and its transcription services is at their own risk. STS shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from or related to the use of the App. STS does not endorse, warrant, or guarantee the quality, legality, or accuracy of any content transcribed using ParrotASR. Users are responsible for verifying the accuracy and legality of transcribed content for their intended purposes.

To the fullest extent permitted by law, STS disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and freedom from computer viruses or other harmful

components. In no event shall STS, its officers, directors, employees, or agents be liable for any damages, losses, or expenses, including but not limited to loss of data, loss of profits, or business interruption, arising from or in connection with the use of ParrotASR.

Limitation on Liability

STS shall bear no liability for – and User agrees to release, defend, indemnify, and hold STS harmless from and against – any and all claims, demands, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, to the maximum extent permitted by law, arising out of or in connection with User's use of or inability to use the Equipment including, for example and without limitation, for injuries to User or any third party caused by User's inability to properly use the Equipment or the Equipment's failure to perform.

Termination

All Users of ParrotASR are required to enter into a Customer Agreement with STS. STS retains the authority to end a User's access to ParrotASR and STS's services as per the conditions specified in the Customer Agreement held by STS and the respective User.

Severability

If any provision of these Terms will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Governing Law and Dispute Resolution

These Terms shall be governed by and shall be construed and enforced in accordance with the laws of the State of Delaware without regard to the conflict of laws principles thereof. Parties agree that personal jurisdiction shall exist in the State of Delaware and that the State of Delaware shall have subject-matter jurisdiction over any issues arising from interpretation or enforcement of these Terms.

Updates to Terms

STS reserves the right to update these Terms. These Terms may be updated to reflect a change in services provided by STS, changes in data protection practices, or changes to laws. When significant changes are made to these Terms you will be notified via email. Continued use of ParrotASR and or services provided by ParrotASR or STS after such changes will establish your acknowledgment and acceptance of these modifications.

Contact Information

If you have any questions or comments regarding this Policy, please contact us by emailing our information or support team at the following addresses.

Information: info@parrotasr.com

Support: support@parrotasr.com

Effective as of: March 19th, 2024

