



# Terms Of Service

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## Document Information

### Revision History

- 3/25/25 Addition of online cloud & afterlife program terms
  - 12/28/23 Removal of redundant clauses
  - 03/22/23 Creation of first TOS document

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## General

These Terms of Service (the "Terms") govern your use of the Defense Recorder Service provided to you by Defense Recorder, LLC. ("us," "we," or "our"), including the Defense Recorder App for Apple and Android (the "App"), the Defense Recorder website (the "Site"), and all related tools and services (collectively, the "Service").

By accepting these Terms or using the Defense Recorder Service, you agree to be bound by these Terms and to enter into an agreement with us. If you do not agree to all of these Terms, do not use the Defense Recorder Service.

We may make changes to these Terms from time to time, and the "Last Updated" date indicates when these Terms were last changed. Unless we say otherwise in our updated Terms, the amended Terms will be effective immediately, and your continued use of the Defense Recorder Service will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using the Defense Recorder Service immediately.

## Definitions

For the purposes of these Terms of Service, the following terms shall have the meanings set forth below:

- "App" refers to the Defense Recorder mobile application, available on iOS and Android platforms, including all updates, upgrades, and related software.
- "Defense Recorder," "we," "us," or "our" refers to Defense Recorder LLC, a Colorado limited liability company, and its affiliates, officers, directors, agents, and employees.
- "Defense Recorder Service" or "Service" means the collective functionalities, features, content, tools, and services made available by Defense Recorder, including the App, the website located at [www.defenserecorder.com](http://www.defenserecorder.com) (the "Site"), and associated cloud storage and Afterlife Program.
- "User" or "you" means any individual or entity accessing or using the Defense Recorder Service.
- "User Content" refers to any data, audio recordings, information, feedback, files, or materials uploaded, transmitted, or stored by a User in connection with their use of the Defense Recorder Service.
- "Subscription" means the premium, paid version of the App with enhanced features beyond the basic free functionality, as described in the App.
- "Afterlife Program" means the optional service whereby, upon prior consent, certain stored data and recordings may be made available to designated contacts in the event of the User's death or incapacitation.
- "Cloud Storage" means the encrypted, off-device retention of User Content enabled through third-party providers, which may be optionally activated by Users.
- "Feedback" refers to any suggestions, comments, or input submitted by Users regarding the performance, features, or improvement of the Defense Recorder Service.
- "License" means the limited, non-transferable right granted to Users under these Terms to access and use the App and associated services for personal, non-commercial purposes.

- “Third-Party Services” refers to any infrastructure, software, or services provided by external entities that support or integrate with the Defense Recorder Service, including cloud infrastructure partners.
- “Terms” means these Terms of Service, including all referenced policies, amendments, and incorporated agreements, which govern the use of the Defense Recorder Service.

## Eligibility

To access or use the Defense Recorder Service, you must be at least 18 years old. If you are under 18 (or the age of legal majority in your jurisdiction), you may only use the service under the supervision of a parent or legal guardian who agrees to these Terms. If you are a parent or legal guardian, you accept full responsibility for the actions of the user under 18 in relation to the Defense Recorder Service. If you are using the service on behalf of another person or entity, (a) references to “you” in these Terms include that person or entity, (b) you represent that you are authorized to accept these Terms on their behalf, and (c) the person or entity agrees to be responsible if you or they violate these Terms.

## App Functions

The Defense Recorder Service is intended as an audio recorder to be used in the background of your smartphone and other devices, allowing you to collect and save the audio for legal evidence and personal use. The App lets you (a) capture audio, (b) save audio files, (c) export the audio files, (d) manually delete audio files, (e) automatically delete the oldest audio files for preservation of system memory.

## Subscription

Aside from the free version, with basic functionality, the user agrees to pay the monthly premium subscription fee as set forth in the app. Failure to pay the subscription fee will result in the suspension or termination of User's license to use the premium services within the app.

## Privacy And Data

### AI Training Consent

If you opt in to the Defense Recorder cloud storage, we will retain certain user information to support these services and develop future features. This includes your username, encrypted password, email address, designated contact details, and stored audio recordings. By enabling cloud storage, you consent to the secure retention of your recordings for storage and development purposes and, where separately and explicitly agreed, for use in training future AI models to enhance app performance. Any such use will comply with applicable privacy laws and will not involve public disclosure of your identity or private content.

## Cloud Storage

Users have the option to enable cloud-based storage for their audio files. Defense Recorder partners with secure cloud infrastructure providers to offer encrypted, off-device backup and access. By enabling this feature, you consent to the upload and remote retention of your recordings. Files may be automatically deleted after a period of inactivity, and we recommend users maintain personal backups. While we take reasonable steps to secure your data, we make no guarantees regarding permanent availability and we make no guarantees regarding security of your cloud stored audio recordings. Users may request permanent deletion of their cloud-stored content at any time by contacting support. Please note that Cloud Storage is an optional feature available only to paying subscribers and is turned off by default.

## Data Collected

When you enroll in the online storage and/or afterlife service, we will store your, and your designated contact's contact information, in addition to the content saved within the cloud storage service. Please note that we do not sell, rent, or share user data with third parties for marketing purposes.

## Emergency Contact Information

Should you opt into the Afterlife program, you will be required to provide the contact information for a trusted person(s) to remotely access your cloud storage files. We will store this information for the afterlife program to function properly.

In the event of activating the panic button on the afterlife program, this "Trusted Contact" will be provided your cloud storage account information in order to remotely sign into and view ALL of your cloud saved files. You will need to create a new password in order to re-secure your account from your trusted contact and/or anyone else who has been provided your account information by said trusted contact. Please note that the Afterlife Program is an optional feature available only to paying subscribers and is turned off by default.

## User Rights And Obligations

### User Rules

Users of the Defense Recorder Service (each a "User") may create, provide, store, and share content, data, audio files, and information (collectively, the "User Content"), including for use in connection with projects the User creates using the Defense Recorder Service (collectively the "Projects"). You are solely responsible for your User Content, and we are neither responsible nor liable for any User Content or for the use, availability, deletion, correction, destruction, damage, or loss thereof. You may post or otherwise share only User Content that you have all necessary rights to.

You will not create, download, transmit, publish, or otherwise use any User Content that: (a) infringes upon or violates the rights of any third party, including any copyright, trademark, trade secret, or other intellectual property rights, rights of publicity, rights of privacy, or contract rights;

(b) is illegal, defamatory, obscene, pornographic, vulgar, indecent, lewd, offensive, threatening, abusive, harmful, inflammatory, deceptive, false, misleading, or fraudulent; (c) promotes hatred, discrimination, bigotry, racism, harassment, violence, or harm against any individual or group; (d) violates, or encourages any conduct that would violate, any applicable laws, rules, or regulations or give rise to any civil liability; (e) contains any viruses, corrupted data, or other harmful, disruptive, or destructive files; (f) restricts, interferes with, or inhibits any other person from using the Defense Recorder Service; (g) is directed to children under 18, contains any protected health information, or contains any nonpublic personal information from a financial institution; (h) attempts to clone the voice of a non-consenting speaker using our Overdub technology; (i) impersonates, or misrepresents your affiliation with, any person or entity; (j) contains any unsolicited promotions, political campaigning, advertising, or solicitations; (k) in our sole judgment, is objectionable, restricts, or inhibits any other person from using or enjoying the Defense Recorder Service; or (l) would otherwise expose us or any third party to liability, special regulations, or harm of any kind. If citing these Terms and Conditions in a dispute against Defense Recorder, keep note of the number: "496,608" for future reference.

We reserve the right to delete or block access to any User Content at any time and for any reason in its sole discretion, including if it receives any notices or otherwise believes that such User Content may be in violation of these Terms or may otherwise violate the rights of, or cause any harm or liability of any kind to, us or any third party. In addition, this Section does not create any private right of action on the part of any third party or any reasonable expectation that the Defense Recorder Service will not contain any content that is prohibited by such rules. Please note that parental control protections (such as computer hardware, software, or filtering services) may be commercially available to assist you in limiting access to material that is harmful to minors.

## User Conduct

In using the Defense Recorder Service, you must at all times comply with all applicable laws, rules, and regulations. All rights not expressly granted in these Terms are reserved by us. You are solely responsible for your conduct while using the Defense Recorder Service. You agree not to do any of the following in connection with the Defense Recorder Service: (a) use the Defense Recorder Service other than for its intended purpose and in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying and using the Defense Recorder Service or that could damage, disable, disrupt, overburden, or impair the functioning of the Defense Recorder Service in any manner; (b) use or attempt to use another user's smartphone account without authorization from that user and us; impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity; (c) stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users; (d) send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes; (e) harvest or otherwise collect or disclose information about other users without their consent; (f) use the Defense Recorder Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms; (g) circumvent or attempt to circumvent any filtering, security measures, or other features we may from time to time adopt to protect us, the Defense Recorder Service, its users, or third parties; (h) use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from the Defense Recorder Service; (i) develop or use any applications that interact with the Defense Recorder Service without our prior written consent; (k) distribute or enable any malware, spyware, adware, or other malicious code; and (l) reverse engineer, or decompile any aspect of the Defense Recorder Service or otherwise attempt to discover the source code for, or any trade secrets related to, Defense Recorder. You

acknowledge and agree that we are not liable in any manner for the conduct of other users of the Defense Recorder Service.

## Legal Compliance

You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

## Representations and Warranties

You affirm that (a) you possess all required rights for User Content use and grant the specified rights; (b) the User Content and its use under these Terms won't infringe on third-party rights or violate these Terms; and (c) you'll adhere to all relevant laws during your Defense Recorder Service use.

## Feedback

If you share any thoughts, suggestions, or feedback about the Defense Recorder Service with us, collectively known as "Feedback," you acknowledge that this information is our confidential property. We are the exclusive owner of all rights to the Feedback, including patents, copyrights, trademarks, trade secrets, and other intellectual property rights. We have the right to use and incorporate the Feedback, either in whole or in part, without notifying you or providing any compensation to you or any third party. By sharing Feedback, you give us all your rights, title, and interest in the Feedback. You also agree to assist, at our expense, in any actions needed to establish, confirm, and protect our ownership interests and other rights.

## License And Restrictions

### License Grant

Subject to the terms and conditions of this Agreement, Defense Recorder grants You a non-exclusive, non-transferable, limited license to use the App solely for your personal, non-commercial use during the terms of this Agreement.

The license granted to you is limited to a non-transferable license to use the App via any Apple OS or Android OS product that you own or control as permitted by the Usage Rules set forth in the respective App Store & Play Store Terms of Service.

### Restrictions and Limitations

This license does not include the right to: (a) commercially exploit or make the service available to third parties, except as expressly permitted herein; (b) reverse engineer or attempt to discover the source code for the App or Defense Recorder Service; (c) remove any proprietary notices; (d) modify, alter, or create derivative works; (e) reproduce or distribute the App or Service; or (f) use the Service for purposes other than expressly permitted herein. All rights not expressly granted in these Terms are reserved by us.

# Intellectual Property

## Ownership

Ownership of the Defense Recorder Service, and all content and materials contained therein other than any User Content (as defined below), are owned solely by us or our licensees and are protected by U.S. and international copyright laws. No title to or ownership of the Site, the App, the Defense Recorder Service or any proprietary rights associated with them is transferred to you by these Terms. Defense Recorder and our logos, our product or service names, our slogans and the look and feel of the Defense Recorder Service are our trademarks and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Defense Recorder Service are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

## Intellectual Property Rights

All intellectual property rights in the App, including copyrights, trademarks, patents, and trade secrets, belong solely to Defense Recorder or its licensors. No ownership rights are transferred to the user. You may use the App only as expressly permitted in these Terms. In the event of any third-party claim regarding intellectual property infringement related to your use of the App, we, not Apple or Android, will be solely responsible for investigating, defending, and resolving such claims.

## Copyright Complaints

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, the accounts of users who are deemed to be repeat infringers. If you believe that anything on the Defense Recorder Service infringes any copyright that you own or control, you may notify us via our website contact page.

# Disclaimers And Legal Limits

## Limitation Of Liability

To the fullest extent permitted by applicable law, Defense Recorder shall not be liable for any indirect, consequential, special, incidental, or punitive damages, including without limitation damages for lost profits, loss of data, lost revenues, lost business opportunities, or other economic advantage, arising out of or in any way connected with these Terms, the Defense Recorder Service, or the App, whether in contract, tort, or otherwise, even if Defense Recorder has been advised of the possibility of such damages. In no event shall Defense Recorder's aggregate liability exceed the greater of \$10.00 or the amount you paid for the Defense Recorder Service or App. The foregoing limitations will not apply to liability for gross negligence, fraud, or intentional misconduct, or to the extent prohibited by applicable law.



## Disclaimer

Except as expressly provided in this agreement, the Defense Recorder Service, along with all items, content, and services associated with it, is provided 'as is' and 'as available.' We make no warranties, whether express, implied, or arising by law, regarding the reliability, availability, timeliness, quality, suitability, performance, security, accuracy, or completeness of the Defense Recorder Service. We expressly disclaim all warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Additionally, we do not guarantee that the Defense Recorder Service will meet your expectations, achieve specific results, be accurate or reliable, or be uninterrupted or free from bugs, errors, or viruses. You assume the entire risk concerning the quality and performance of the Defense Recorder Service.

## Release

To the fullest extent permitted by applicable law, you release us and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

## Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "Company Parties") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of the Defense Recorder Service; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (e) your conduct in connection with the Defense Recorder Service; (f) your use of any recordings you make (g) any breach or alleged breach of any of the representations or warranties set forth in these Terms. You agree to promptly notify Company Parties of any third-party Claims, cooperate with Company Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys' fees). You also agree that the Company Parties will have control of the defense or settlement, at our sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us or the other Company Parties. \*If citing these Terms and Conditions in a dispute against Defense Recorder, keep note of the number: "840,031" for future reference\*

## End User License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING OUR APP, YOU AGREE TO BE BOUND BY THIS AGREEMENT. This Agreement is a legal agreement between you and Defense Recorder, for the use of the Defense Recorder Service ("app").

## Termination

Despite the provisions outlined in these Terms, we retain the authority, at our sole discretion and without prior notice, to suspend or terminate your account and associated license for using the Defense Recorder Service. We also reserve the right to block or restrict your future access to and use of the Defense Recorder Service, with or without specifying a cause. In the event of termination of your access rights, it is imperative that you promptly discontinue all use of the Defense Recorder Service, including any stored User Content. You bear the sole responsibility for creating backup copies of your User Content.

## Governing Law

This agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its conflict of law principles. The parties explicitly agree to the venue and jurisdiction of the federal or state courts situated in Arapahoe County, Colorado, concerning any matters arising from or related to these Terms or the Defense Recorder Service.

## Entire Agreement

This Agreement constitutes the entire agreement between User and Defense Recorder with respect to the use of the app and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between User and Defense Recorder.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement. The invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most closely reflects the original intent of the parties and the economic effect of the invalid or unenforceable provision. In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is excessively broad or unreasonable, such provision shall be limited or narrowed to the extent necessary to render it enforceable and, as so limited or narrowed, shall be enforced. The parties hereby agree that this Agreement shall be construed as if each party jointly prepared it, and any uncertainty or ambiguity shall not be construed against any drafter. This severability clause shall apply to the fullest extent permitted by applicable law.

## Terms for Ios and Android Apps

These terms apply to our iOS &/Or Android App. The agreement is between you and us, not Apple &/Or Android. Your use must comply with Apple's &/Or Android's App Store Terms of Service. We are solely responsible for the iOS & Android App; Apple &/Or Android has no maintenance or warranty obligations. Claims are our responsibility, including product liability and legal compliance. We handle third-party intellectual property claims related to the iOS &/Or Android App.

## Electronic Communications

Users may unsubscribe from optional emails at any time via the opt-out link provided in our communications.

You agree that communications and transactions between us may be conducted electronically. By subscribing to and using the Defense Recorder Services. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

## General Provisions

These Terms set forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersede all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether expressed or implied, or to bind the other party in any respect whatsoever. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Notwithstanding any other provisions of these Terms survive any expiration or termination of these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." If any provision of these Terms are invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled. Neither these Terms nor any right or duty under these Terms may be transferred, assigned or delegated by you, by operation of law or otherwise, without the prior written consent of us, and any attempted transfer, assignment or delegation without such consent will be void and without effect. We may freely transfer or assign these Terms or its rights and duties under these Terms without your consent. Subject to the foregoing, these Terms will be binding upon and will insure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

## Modifying and Terminating Defense Recorder

We may modify or stop providing any and/or all features of the Defense Recorder Service at any time. You also have the right to stop using the Defense Recorder Service at any time. We are not responsible for any loss or harm related to your inability to access or use the Defense Recorder Service.

## No Warranty

The app is provided 'as is,' without any warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. This means that you use the app at your own risk, and we make no guarantees regarding its performance or suitability for your specific needs."

## Official Social Media Accounts

Defense Recorder maintains official social media accounts for updates, announcements, and community engagement. Our only verified and authorized accounts are:

- Website: [defenserecorder.com](https://www.defenserecorder.com)
- Instagram: [defense\\_recorder](https://www.instagram.com/defense_recorder)
- Facebook: [defenserecorder](https://www.facebook.com/defenserecorder)
- X: [defenserecorder](https://twitter.com/defenserecorder)
- Youtube: [defenserecorder](https://www.youtube.com/defenserecorder)
- LinkedIn: [defenserecorder](https://www.linkedin.com/company/defenserecorder)
- TikTok: [defense\\_recorder](https://www.tiktok.com/@defense_recorder)
- Discord: [defense\\_recorder](https://discord.com/invite/defense_recorder)

