

Court.fm Terms of Use- End User

These terms and conditions shall govern the use of this platform and the content contained in Court.fm (the "**Service**"). For The Record Limited ("**FTR**", "**we**", "**us**", or "**our**") provides the Service to you ("**you**" or "**your**"), subject to the terms contained in these Terms of Use (this "**Agreement**"). This Agreement is a binding legal agreement between you and FTR. Please read this Agreement carefully before using the Service. The Service and all data, design, text, images, graphics, including all arrangements thereof, contained therein are proprietary, confidential, and are licensed to you under this Agreement, not sold to you. By accessing or otherwise using any portion of the Service, you agree to be bound by the terms of this Agreement. If you are not willing to be bound by the terms of this Agreement, you may not access or otherwise use any portion of the Service. Ultimately, your use of and access to the content provided by the Service may also be subject to authorization by the specific laws, regulations, rules and ordinances of the jurisdiction in which you are accessing the Service ("Authorized Jurisdiction").

1. Ability to Use the Service.

In order to accept this Agreement and to use the Service, you agree to be bound by the relevant laws, regulations, rules and ordinances of the Authorized Jurisdiction in which the Service is being provided to you. If you do not agree to all the terms and conditions of this Agreement, you may not use the Service. Conversely, your use of the Service is the affirmative act that confirms your acceptance of, and agreement to be bound by, the terms and conditions listed herein for use of the Service.

2. Privacy.

FTR's privacy policy explains the data we collect, use, store, and process while you use and access our Service. By using our Service, you have read, understood, and agree to the terms of our privacy policy, and you agree that we may use such data in accordance with the terms of our privacy policy. If you have any questions regarding our privacy policy, please contact us at support@fortherecord.com

3. Compliance with Policies.

While using the Service, you agree that you will comply with all posted policies as updated from time to time. We may suspend or stop providing you with access to the Service if you fail to comply with our posted policies.

4. Additional Terms and Conditions.

These terms of use are specific to the Court.fm service. If you purchase other FTR services, additional terms and conditions specific to those services may be applicable. We will make those additional terms and conditions available to you with the relevant service. If there is any inconsistency between any terms of use for a service and the terms of the Master Customer Agreement (MCA), then the terms of the MCA shall prevail.

5. Changes in Terms.

We may modify this Agreement from time to time. If we make material changes to this Agreement, we will notify you by email or through a message posted on the Service. You agree that such modified Agreement will be effective thirty (30) days after our notice to you, except for changes that relate to new features or for legal reasons, which will become effective immediately. Your continued use of the Service after our provision of notice to you will constitute your affirmative acceptance to the modified Agreement. If you do not agree to, or cannot comply with, the Agreement as amended, you must stop using the Service.

6. Your License to Use the Service.

Subject to the terms and conditions of this Agreement and your payment of any required fees, FTR hereby grants to you a limited, revocable, non-exclusive, non-transferable, non sub-licensable limited license to access the Service in an Authorized Jurisdiction, to view and use the Service to the extent permitted by its intended functionality, for your own personal use if you are a self represented in proceedings, or if an attorney, for the purposes of providing legal services to clients. Nothing in this agreement grants you the right to sublicense the Service for use by third parties. You may only access and/or use the Service through the certified applications or platform that FTR or our licensed partners make available to you. Any access or use of our Service through an application, service, or method provided by a party other than FTR or one of our licensed partners is strictly prohibited, outside the scope of the license granted herein, and may subject your account to termination and other legal action. Any other use not authorized herein, or by FTR in writing, is strictly prohibited and a violation of this Agreement. FTR may immediately revoke and/or terminate the foregoing license with respect to any aspect of the Service at any time, for any or no reason.

Restrictions. Except as otherwise specifically permitted in this Agreement, you shall not: (a) modify, download, intercept, or create any derivative works of the Service, including any translations or localizations thereof; (b) access or use the Service through an application or means not authorized by FTR; (c) copy, store, edit, change, exploit, download, prepare any derivative work of, or alter in any way any of the content made available through the Service; (d) license, sell, rent, lease, encumber, transfer, assign, distribute, disclose, post, make available, permit time sharing or simultaneous use of, or otherwise exploit the Service to or for the benefit of any third party; (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, underlying ideas, or structure or organization of the Service; (f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels on the Service; (g) publish or provide any results of any Service, in whole or in part, aggregated or otherwise, to a third party without FTR's prior written consent; (h) provide your username and password used to access the Service to any third party; (i) use any systems or means, automated or otherwise, to access, acquire, copy, scrape, harvest, or monitor any part of the Service; (j) circumvent any technological measures employed by or on behalf of FTR to protect the Service; (k) use any other technologies or initiate any other activities that may harm the Service, or the interests or property of FTR or other users of the Service; or (i) aid or encourage any third party to engage in any activity that would constitute a breach of this Agreement.

ANY USE OF THE SERVICE NOT SPECIFICALLY PERMITTED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED.

7. Authorized Jurisdictions.

We may add or remove countries and/or territories from the list of Authorized Jurisdictions at any time and without any notice, liability, or obligation to you with respect to each such territory. Use of the Service outside of the Authorized Jurisdictions is strictly prohibited, outside the scope of the license granted herein, and may subject your account to termination and other legal action. The Authorized Jurisdiction and the specific use of the service for that Authorized Jurisdiction is set out in Annexure A to this Agreement.

8. Communication Preferences and Consent.

From time to time we may send you communications to the email address associated with your account. These communications may include, but are not limited to, tips, recommendations, special offers, and other account-related or transactional messages.

Additionally, our mobile and tablet applications may, in some circumstances, offer the ability for you to receive push notifications in connection with those applications. If such a feature is offered and you would like to modify your ability to receive push notifications from our applications, you can control those settings within the settings or preferences apps of each respective device. By accepting this Agreement and using the Service, you expressly consent to the receipt of all such communications from or on behalf of FTR. You may modify your communication preferences at any time within the Settings section of our website or applications. You may not opt-out of receiving account-related or transactional communications.

9. Content Selection and Functionality of the Service.

There are many factors that influence FTR's ability to provide the content available in this Service, such as licensing restrictions, contractual restrictions, specific court rules, regulations, orders as well as relevant laws governing access to audio in the Authorized Jurisdictions. FTR reserves the right in its discretion to select, display, and provide content based on a number of different factors, including but not limited to licensing and contract restrictions and requirements, jurisdictional limitations and quality of audio. We strive to provide you with the best possible experience, however, in order to provide the Service, FTR must reserve the right to alter, change, modify, or terminate any Service, content or application functionality at any time, with or without notice to you.

10. User Account Activity & Behavior.

When you use the Service, we may keep track of your activity, including the number audio files that you have on your User Account. We may also keep track of your interactions with the Service, which may include the features you use to improve the Service generally and to ensure compliance with the terms of this Agreement. As this data is essential to the function of the Service, you may not opt out of our collection and use of such data or information. This tracking data may also be used by FTR to enforce the rules and policies of the Service, and as part of any investigation to locate and identify user accounts that have accessed or otherwise received audio files that FTR or the Courts discover have been made available without authorization.

By accessing or otherwise using any portion of the Service, you hereby consent to the foregoing collection and use of your listening activity and behavior for the purposes set forth above and also as outlined in our privacy policy.

11. Product Support; Feature Availability; Fraud & Abuse.

FTR is not obligated to provide technical support under the terms of this Agreement, and provides no assurance that any specific errors or discrepancies in the Service will be corrected. FTR may alter the availability of any feature of the Service, or impose new limitations on your use of the Service, at any time with or without notice, liability, or obligation with respect to such feature or limitation. In certain circumstances, such as in the case of a security problem, we may require you to install an update in order to continue using the Service. In order to provide the best quality Service to all of our users, we monitor the Service to detect and prevent fraud and abuse. We may, in our sole discretion, terminate your account and your access to the Service should we determine it is associated with fraudulent or abusive activities as it relates to the Service. Further, we reserve the right to pursue legal action in connection with fraudulent or abusive activities.

When using the Service, we may permit you to store data, preferences set by you, content or other information for your convenience, but we are under no obligation to retain any such data, preferences, content or other information that you may have stored and will not be liable for the deletion of any such information.

12. Payment, Fees, and Other Charges.

If you elect to access any paid component of the Service, you agree to pay all applicable fees and charges associated with that paid component. Unless otherwise stated, all fees and charges are due and payable in advance, are non-refundable, and are exclusive of any applicable federal, state, or local taxes. FTR does not collect your billing or credit card information. Payment for the Service is via payment gateway provider Stripe and subject to the Stripe terms of use. You may review the Stripe terms of use at [Stripe.com](https://stripe.com).

Use of the Service may involve transmission of data through your carrier or service provider's network. You are responsible for all carrier, text/SMS, data, or other related fees or charges you incur from your carrier or service provider in connection with, or related to your use of the Service. FTR assumes no liability or responsibility for the payment of any charges you may incur.

13. Intellectual Property.

As between you and FTR, you acknowledge that FTR Pty Ltd retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the Service, the software and application programming interfaces (APIs) comprising the Service, and all FTR content therein. FTR, its logo, design, trademarks, service marks, graphics, and logos, are the registered trademarks or trademarks of FTR. The Service may also contain third-party trademarks, service marks, graphics, and logos. The Service is owned and/or licensed by FTR Pty Ltd and are protected by the laws of the United States and other countries in which the Service are made available. You agree to prevent any unauthorized copying, use, or distribution of the Service. Except as expressly provided herein, FTR Pty Ltd does not grant any express or implied right to you under any FTR-owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights.

14. Export Control and Legal Compliance.

You represent and warrant that you are not (a) 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) listed on any U.S. Government list of prohibited or restricted parties.

15. Disclaimers; Limitations of Liability.

SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES. TO THE EXTENT APPLICABLE LOCAL LAW SPECIFICALLY AND EXPRESSLY PROHIBITS SUCH EXCLUSIONS, THOSE SUCH EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

THE SERVICE (INCLUDING ANY SOFTWARE AND CONTENT CONTAINED THEREIN) ARE LICENSED AND PROVIDED "AS IS" AND "AS AVAILABLE". ANY USE OF THE SERVICE WILL BE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FTR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FTR MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE SERVICE WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, OR WILL NOT CONTAIN CONTENT YOU DEEM OFFENSIVE, INDECENT, OR OTHERWISE OBJECTIONABLE, AND FTR DISCLAIMS ANY LIABILITY RELATING

THERE TO. FTR MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT THE USE OF OR THE RESULTS OF THE USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS, BE ACCURATE, RELIABLE, CURRENT, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT APPLICABLE LOCAL LAW SPECIFICALLY AND EXPRESSLY PROHIBITS SUCH EXCLUSIONS OR LIMITATIONS, THOSE SUCH EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

FTR'S CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR USE OF THE SERVICE WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID FOR THE APPLICABLE PORTION OF THE SERVICE AT ISSUE WITHIN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. IN NO EVENT SHALL FTR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF FTR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

16. Indemnification.

You agree to defend (at our option), hold harmless, and indemnify us from and against all third party claims and all liabilities, assessments, losses, costs, or damages resulting from or arising out of (a) your alleged or actual breach of this Agreement, including your express representations and warranties; (b) your use or misuse of the Service; and (c) your alleged or actual infringement or violation of the rights of a third party, including without limitation any intellectual property rights, rights of publicity, and rights of privacy.

17. Term and Termination.

Subject to the terms of this section, this Agreement will remain in effect for as long as you use the Service. You may cancel your account and terminate this Agreement at any time and for any reason by contacting FTR Support on 1-888-819-4580 or at support@fortherecord.com. We may terminate this Agreement and your access to the Service at any time and for any reason by providing notice to the email address you provided us. Upon any termination of this Agreement, the rights and licenses granted to you hereunder, including your ability to access and use the Service, will immediately terminate, and you shall immediately cease using any and all materials and other similar content in your possession or control that are proprietary to FTR. You agree that we will have no liability to you for any costs, losses, damages, or liabilities arising out of or related to the termination of this Agreement. Any provision of this Agreement that should, by its nature, survive termination of this Agreement will survive its termination. Such provisions include, but are not limited to sections 1-4, 7, and 11-23.

18. Notices.

We may post notices to you within the Service. We may also send you notices about products and Service to the email address you provided us. You hereby consent to receive notice from us through the foregoing means, and you are deemed to have received such notices at the latest within two (2) business days from us posting or sending a notice. You are responsible for keeping your account

information, including your email address, up to date. FTR assumes no liability nor any responsibility for any consequences resulting from your provision or use of outdated, incomplete, or inaccurate information in connection with the Service. Except as otherwise provided for herein, any notices required to be delivered to FTR under this Agreement may be delivered via first class registered U.S. mail, overnight courier, or personal service to FTR Ltd at suite 620, 1875 Lawrence Street, Denver Colorado

19. Assignment.

FTR may assign this Agreement or delegate any of our rights or obligations hereunder, or any part thereof, to any third party, including our successor in interest, without requiring your written consent. You may not assign this Agreement in whole or in part, for any reason. This Agreement will be binding upon and will inure to the benefit of the parties and their heirs, executors, administrators, successors, and assigns.

20. Third Party Beneficiaries.

Except with respect to platform providers through which you download or use applications certified by FTR, nothing in this Agreement, either express or implied, is intended to or will be deemed to confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Governing Law and Disputes.

(a) Governing Law. This Agreement, including all claims relating to or arising hereof or breach thereof, whether sounding in contract, tort, or otherwise, will be governed and construed in accordance with the laws of the state of Colorado, in the courts of Denver, Colorado.

(b) Applicability of Section. The terms of this section 21 will apply to all disputes that may arise out of, are connected with, or relate to this Agreement or the Service unless FTR reasonably believes that you have in any manner acted or failed to act in any manner that may cause harm to us or any third party, we may seek injunctive or other appropriate relief in any court of competent jurisdiction. Furthermore, in no event will the terms of this section limit FTR's ability to investigate complaints or reported violations of this Agreement, or to take any action we deem necessary and appropriate to mitigate actions against us, including reporting any suspected unlawful activity to the relevant law enforcement officials, regulators, or other parties such as FTR's Court Clients.

(c) Informal Resolution. If you have any dispute with us or any related third party, arising out of, relating to, or connected with this Agreement or the Service, you agree to contact us directly and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account); and give us thirty (30) days from the date of filing your written description with us within which to resolve the dispute to your reasonable satisfaction. If the parties do not resolve the dispute through good faith negotiations under this informal process then you may pursue the matter.

(d) Limitation of Actions. Regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Service, must be filed within twelve (12) months of the date the facts giving rise to the suit were known or should have been known by you, or forever be barred.

22. Severability.

In the event any provisions of this Agreement are found to be contrary to any law or regulation of an administrative or governmental agency or body, such provision will be modified and interpreted to

accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. In the event such a provision cannot be modified and becomes invalidated or unenforceable, its invalidation or unenforceability will not affect the validity or enforceability of any other provision of this Agreement.

23. Entire Agreement.

This Agreement constitutes the complete and exclusive agreement between you and FTR with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein.

ANNEXURE A

Commonwealth of Massachusetts

The information available through Court.fm is provided to the public in the sole discretion of the judges and court staff of the Trial Court of Massachusetts. The Court may deny, restrict, or terminate access to a recording through the Service at any time and without explanation. Court.fm's sole role is to forward requests to the indicated court representative and, if a request is approved by the Court, to arrange and confirm payment of the services via a third-party payment vendor before authorizing access to the recorded data. Court.fm cannot, and will not, advocate on a party's behalf for access to a recording(s), nor provide any explanation of a Court's determination regarding a party's access to a recording.

There are many factors that influence FTR's ability to provide the content available in this Service, such as licensing restrictions, contractual restrictions, specific court rules, regulations, orders as well as relevant laws governing access to audio in the Authorized Jurisdictions. FTR reserves the right in its discretion to select, display, and provide content based on a number of different factors, including but not limited to licensing and contract restrictions and requirements, jurisdictional limitations and quality of audio. We strive to provide you with the best possible experience; however, in order to provide the Service, FTR must reserve the right to alter, change, modify, or terminate any Service, content or application functionality at any time, with or without notice to you.

Court.fm only provides the ability to listen, fast forward, and rewind a recording made of a proceeding. Court.fm does not provide or create a transcript, official or otherwise, of a proceeding. A party's use, reliance or reference to testimony or other evidence established in the audio record of a proceeding may be subject to specific court rules and statutes, such as a requirement that formal references to the audio record include an attachment of the sworn official transcript of that record, before it will be considered by a court. Under such circumstances, you should ask the court or your attorney what rules govern the introduction of information located in an audio recording.

Please note the Massachusetts court policy concerning publication of court case information below: It is the policy of the Massachusetts Courts to provide limited online access to publicly available case information and records that are not "exempted by statute, rule, court order, standing order, or determination of the Chief Justice of the Trial Court". Please see [Proposed Trial Court Rule XIV \(5\)\(a\)](#). "This policy attempts to balance our dual interests in making information about the courts available and accessible, and in protecting personal and sensitive information from indiscriminate disclosure." Please see [Policy Statement by the Justices of the Supreme Judicial Court Concerning Publication of Court Case Information on the Web, May, 2003](#). Recordings of proceedings which occurred prior to November 2015 are not currently available through Court.fm, and the dates of available recordings may vary further depending upon the courtroom. You should ask the Court directly for additional information. Additional case information may be obtained at the courthouse.

Contact

Aside from the details of the Courtroom, the date, time, case number, and names of the parties or the matter before a court, Court.fm has no ability to communicate a message or request information from the courts, and the courts do not communicate with users through websites or by e-mail. Please contact the relevant court should you have any queries in relation to a particular matter.