

# Terms of Service

Legal Time Capture Pro · provided by With Certitude, LLC  
Version 2.0 · Effective October 17, 2026

These Terms of Service ("Terms") govern access to and use of the Legal Time Capture Pro application, website, and related software (collectively, the "Service"), operated by With Certitude, LLC ("Company," "we," "us," or "our"). By creating an account or using the Service, the individual or entity accessing the Service ("Customer," "User," or "you") agrees to be bound by these Terms.

## 1. Account Registration and Access

- **Eligibility:** You must be at least 18 years old and authorized to enter into binding agreements on behalf of yourself or your law firm or organization.
- **Credentials:** You are responsible for safeguarding your login credentials and for all activity that occurs under your account. You must notify us promptly at [michael@withcertitudenow.com](mailto:michael@withcertitudenow.com) of any unauthorized access or security breach.
- **Organizational Accounts:** If you register on behalf of a law firm, corporation, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

## 2. Nature of Service and Professional Responsibility

- **Productivity Tool Only:** Legal Time Capture Pro is a software tool designed to record, categorize, and organize professional work time and billing entries. It does not provide legal, ethical, tax, accounting, or billing-compliance advice.
- **Voice Dictation:** Dictated entries are transcribed by the speech-recognition service built into your web browser, not by Company, and may contain errors. You are responsible for reviewing every entry before relying on it or billing from it.
- **Professional and Ethical Obligations:** You remain solely responsible for ensuring that all captured time, billing descriptions, rates, and invoices comply with applicable legal ethics rules, client engagement agreements, and bar association guidelines (including the duty of confidentiality and truth-in-billing standards), and with local regulations. Company disclaims any liability arising from billing discrepancies or ethical sanctions.

## 3. Subscriptions, Fees, Cancellation, and Refunds

- **Subscription Plans:** Access to the Service is billed on a recurring subscription basis (currently monthly) at the price shown when you subscribe.

- **Billing and Automatic Renewal:** Subscriptions renew automatically at the end of each billing period unless canceled before the renewal date. You authorize Company and its payment processor, Stripe, to charge your designated payment method for all recurring fees and applicable taxes.
- **Fee Adjustments:** We may change subscription pricing with at least thirty (30) days' prior written notice. Continued use of the Service after the effective date of a price change constitutes acceptance.
- **Cancellation:** You may cancel at any time using Manage Billing on the Settings page, or by contacting michael@withcertitudenow.com. Cancellation takes effect at the end of your current paid billing period, and you keep access to the Service through that date.
- **Refund Policy:** All fees paid are non-refundable, except where required by applicable law or expressly agreed in writing by Company. We do not provide prorated refunds or credits for partial billing periods or unused time.
- **Complimentary Access:** Company may, at its discretion, provide complimentary or trial access to the Service. Complimentary access may be modified or withdrawn at any time, and these Terms apply to it in full.

#### **4. Intellectual Property and Customer Data**

- **Company Intellectual Property:** All software, interfaces, graphics, logos, source code, documentation, and algorithms associated with Legal Time Capture Pro are the exclusive property of Company and its licensors and are protected by copyright, trademark, and trade secret laws.
- **Customer Data:** As between the parties, you retain all right, title, and interest in and to all time entries, client and matter identifiers, narrative notes, billing rates, and other content you enter into or generate with the Service ("Customer Data").
- **Limited License to Company:** You grant Company a limited, non-exclusive, royalty-free license to host, process, and transmit Customer Data solely as necessary to provide, maintain, secure, and support the Service, as described in our Privacy Policy.

#### **5. Acceptable Use and Restrictions**

You agree not to:

- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service.
- Rent, lease, lend, sell, sublicense, or distribute the Service to any unauthorized third party.
- Circumvent or attempt to disable any authentication, access control, or security measure.
- Use the Service to store, process, or transmit malware, viruses, or unlawful

material.

- Interfere with the performance, integrity, or security of the Service.

## **6. Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ACCURATE, ERROR-FREE, SECURE, OR FREE FROM DATA LOSS.

## **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, BILLABLE TIME, OR DATA, MALPRACTICE CLAIMS, OR ETHICAL SANCTIONS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL AGGREGATE LIABILITY OF COMPANY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO COMPANY FOR THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR ONE HUNDRED U.S. DOLLARS (\$100.00).

## **8. Indemnification**

You agree to defend, indemnify, and hold harmless Company and its affiliates, officers, directors, and employees from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your violation of these Terms.
- Your Customer Data, including claims that Customer Data violates a third party's confidentiality, privacy, or intellectual property rights.
- Your professional conduct, billing practices, or representation of your clients.

## **9. Term and Termination**

- Termination for Cause: Either party may terminate this agreement upon written notice if the other party materially breaches these Terms and fails to cure the breach within thirty (30) days of receiving notice.
- Termination for Convenience: You may terminate at any time by canceling your subscription.
- Effect of Termination: When your access ends, your account is limited to exporting your Customer Data for thirty (30) days, after which Customer Data is deleted as described in our Privacy Policy. The provisions on Intellectual Property and Customer Data, Disclaimer of Warranties, Limitation of Liability, Indemnification, and Governing Law and Dispute Resolution survive termination.

## **10. Governing Law and Dispute Resolution**

- Governing Law: These Terms are governed by the laws of the State of Georgia, without regard to its conflict-of-law principles.
- Informal Resolution: Before initiating formal proceedings, the parties agree to negotiate in good faith to resolve any dispute arising under these Terms for at least thirty (30) days after written notice of the dispute.
- Binding Arbitration: Any unresolved dispute, controversy, or claim arising out of or relating to these Terms or the Service shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The seat of arbitration shall be Atlanta, Georgia. Judgment on the award may be entered in any court having jurisdiction.
- Class Action Waiver: ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

## **11. Amendments and Contact Information**

We may update these Terms from time to time. Each version is identified by a version number and effective date, and every past version remains available at <https://legal-time-tracker-pro.onrender.com/docs/>. We will notify you of material changes by email at least thirty (30) days before they take effect. Questions about these Terms should be directed to:

- Legal Notices: With Certitude, LLC
- Email: [michael@withcertitudenow.com](mailto:michael@withcertitudenow.com)
- Address: 2274 Greencrest Drive, Atlanta, GA 30345