

# General terms and conditions of sale

## 1. General

Welcome to the SpeechLive Online Shop located at [www.speechlive.com](http://www.speechlive.com) (the “Online Shop” or “Website”). The Online Shop is a website operated by Speech Processing Solutions USA, Inc (hereinafter referred to as “SPS”, “we” or “us”). These general terms and conditions apply to customers wishing to order SPS products, in particular software licenses and/or service subscriptions (“Products”) in the Online Shop. The terms and conditions set forth below are intended as the final expression, and contain the complete and exclusive statement, of the agreement between the parties governing the purchase and sale of Products, superseding all previous or simultaneous communications either oral or written. To place an order you must accept the terms and conditions within the order process. By submitting your order, you accept and agree to be bound by these terms and conditions in full without exception or reservation.

SPS reserves the right to change these terms and conditions at any time without prior notice. Such changes however only apply to new orders and will have no effect on orders that were submitted before posting of such revised terms and conditions on this Website.

## 2. Placing Your Order

To place an order you must be 18 years of age or over and have a valid email address. You must complete the order form and accurately provide all information required.

The Products presented on the Website represent SPS's offer to sell the Products subject to the terms and conditions set forth herein, which offer may only be accepted in full. All Product orders are subject to availability and SPS's acceptance. If SPS does not accept your order or if the Product ordered is not available, SPS will use commercially reasonable efforts to inform you promptly.

When SPS sends you an e-mail confirming receipt of your order, this does not constitute our acceptance of your order. We only accept your order and conclude the contract, when we explicitly confirm acceptance of your order via email and/or dispatch the ordered Product to you and/or make available the Product for download.

## 3. Prices

Prices shall be the then-current prices published on this Website at the time of order. All prices are subject to change at SPS's discretion by posting on this Website. Such revised pricing shall be effective as of the date the pricing is posted on this Website and shall apply to all orders placed after the date of such publication.

For Products where fees are paid on an on-going basis, SPS reserves the right to change the pricing applicable to such Products from time to time. SPS will provide you with notice identifying the planned pricing changes in a timely manner before such changes will become effective. The notice will be sent to you by e-mail or any other notice method reasonably intended to bring such price change to your attention. Such notice will set out the effective date of the change, the changes being made to the pricing, and remind you of your right to terminate in the event you do not agree to such price change, subject to the following terms and conditions. Your sole remedy in the event you do not wish to accept a price change shall be to refuse the change and terminate the contract for the applicable Products (including the license to use same, if applicable). If you have prepaid any amounts attributable to periods of time after the effective date of your termination hereunder, within sixty (60) days following the effective date of your termination, SPS will refund to you all such amounts prepaid for periods of time after the effective date of your termination, less any amounts outstanding and unpaid. If you refuse the change, you must notify SPS within thirty (30) days of SPS's notice. Except as may be prohibited by

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applicable law, if you continue to use the Products thirty (30) days after SPS's notice, you expressly agree that you: (a) will be deemed to have accepted the pricing change, with no additional written agreement or express acknowledgment required; and (b) specifically waive any applicable statutory requirements for notice and express acceptance of such pricing change except for those provided in this section. SPS will inform you of this deadline separately and that, where permitted by applicable law, approval of the changes is deemed to be given if no legal objection to them is made.

Prices shown on the Website exclude all taxes or charges ("Taxes") that may apply to your purchase. Prices shown on the Website also exclude delivery costs. Taxes and delivery costs will be added to the amount of your purchase and shown on the check-out page. You will have an opportunity to review the taxes and delivery costs before you confirm your purchase. Each item in your Shopping Cart is shown at the current price.

License fees are billed once or on an ongoing basis as indicated by the website. Ongoing license fees are generally billed quarterly in advance unless otherwise stated on the website. Unless otherwise mutually and expressly agreed between the parties, ongoing license fees are subject to change as stated above; provided, however you shall have the opportunity to terminate your services if you object to such revised pricing.

Value indexing: The parties agree to retaining the value of the ongoing fees.

#### 4. Paying for your Products

The methods of payment are explained on the Website.

If you are paying by credit card, then you must supply your credit card details when you place your Order. Your credit card will be charged when we issue your invoice or at the time of shipment of your Products and making available the Product for download respectively. SPS will not process your order until your credit card issuer has authorized the use of your card for payment of the Products and/or services ordered. If SPS does not receive such authorization SPS shall inform you accordingly. SPS reserves the right to verify the identity of the credit card holder by requesting appropriate documentation.

If you are paying by online-payment procedure your account will be charged when we receive your order. If we cannot accept your order, we will refund the purchase price immediately.

#### 5. Delivery of your Products

Software Products purchased at the Online Shop will be delivered exclusively by electronic means via email and/or by making a download link available to you usually immediately upon purchase, at the latest within 3 working days from the conclusion of the contract.

#### 6. Terms for software and services

In addition to these General Terms and Conditions the respective terms for software and services apply to any software programs and services that we make available to you or that may be downloaded from the Website. The SpeechExec Software and the SpeechLive Service are subject to the End-User License Agreement. The SpeechScribe Transcription Service is subject to the additional terms and conditions concerning the SpeechScribe Transcription Service.

#### 7. Disclaimer; Limitation of Liability; Time for Claims.

Except as may be otherwise expressly set forth in the license agreement with respect to software and services that we make available to you on our website and/or that may be downloaded from our website, SPS shall not

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be liable for incidental, special, indirect or consequential or other similar damages including but not limited to loss of profit or revenues, damage for loss of use of the Products, damage to property, loss of data, claims of third parties, including personal injury or death on account of use of the Products, whether or not SPS has been advised of the potential for such damages. SPS's total liability hereunder from any cause whatsoever (except liability from personal injury caused by SPS's negligence), whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, will be limited to the price paid to SPS for the Products that are the subject of your claim. All claims against SPS must be brought within one year after the cause of action arises, and you expressly waive any longer statute of limitations.

Other than the limited warranties, if any, set forth in the applicable SPS license agreement and/or SPS subscription agreement with respect to SPS software and services, SPS makes no other warranties, express or implied, on Products hereunder **AND SPS HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, TIMELINESS, UNINTERRUPTED, OR ERROR-FREE OPERATION, OR OTHERWISE. THE DISCLAIMERS AND LIMITATIONS OF WARRANTIES AND LIABILITY SET FORTH HEREIN CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT**

**WITHOUT WAIVING THE EXCLUSIVE GOVERNING LAW CLAUSE BELOW, SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, THE APPLICATION OF LIMITATIONS OF LIABILITY TO CERTAIN TYPES OF CUSTOMERS, OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF SPS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTHING CONTAINED IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE OR PURPORT TO LIMIT OR EXCLUDE ANY LIABILITY WHERE SUCH LIMITATION OR EXCLUSION IS VOID OR UNENFORCEABLE OR OTHERWISE NOT PERMITTED UNDER APPLICABLE LAW.**

## 8. Data Protection

Your personal data that you submit on the occasion of an order or your registration in the Online Shop will be electronically stored and processed for the purpose of order fulfilment. You agree that we may use such data (name, address, email, industries sector) also for our own marketing purposes and to regularly send you information on our products, special offers, news and other customer information via mail and email. You may revoke your consent at any time in your SpeechLive account settings or by written notification to us (see contact details below).

The data will be processed in conformance with the SPS Privacy Policy and any applicable laws.

## 9. Miscellaneous

This Agreement cannot be waived, varied, modified or amended in any manner (including subsequent conduct between the parties) except in a writing signed by SPS.

This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

The invalidity or unenforceability of any provision of these terms and conditions shall not adversely affect the validity or enforceability of the remaining provisions.

This License Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, without regard to its conflicts of law provisions and the United Nations Convention of Contracts for the International Sale of Goods.

The parties agree and acknowledge that any action or proceeding arising out of or relating to this Agreement or the subject matter hereof shall be brought in the State or Superior Courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and each party hereby irrevocably submits to the jurisdiction of those courts.

## 10. Contact

Speech Processing Solutions USA, Inc  
Two Ravinia Drive, Suite 965  
Atlanta, GA 30346, USA

### **ADDITIONAL TERMS AND CONDITIONS CONCERNING THE SPEECHSCRIBE TRANSCRIPTION SERVICE**

Using the SpeechScribe Transcription Service by Speech Processing Solutions USA, Inc (hereinafter "SPS", "we" or "us") allows you to have your recorded dictations transcribed in text form.

To use the transcription service you need a SpeechLive account. If you do not have a SpeechLive account, you first have to acquire a licence for the SpeechLive service in the SpeechLive online shop at [www.speechlive.com](http://www.speechlive.com).

To use the transcription service you also have to acquire a credit of transcription minutes in the SpeechLive online shop. When acquiring such credit you may select a transcription language. The transcription language is the language of the dictation. You may choose from German, English (UK), and English (US). Please bear in mind that the language chosen cannot be changed after your first purchase of a credit. The language chosen also applies to future credit purchases.

The transcription minutes are automatically debited from your credit when a service is provided. The number of transcription minutes used is calculated on the basis of the length of dictation (in minutes) and the priority of a dictation. You may choose between "standard priority" and "high priority". If you choose standard priority, one transcription minute will be debited per commenced minute of a dictation. If you choose high priority, 1.5 transcription minutes will be debited per commenced minute of a German dictation and 1.25 transcription minutes of an English dictation. No separate invoices will be issued in respect of the minutes used. You may check your transcription minutes credit and the minutes used at any time in your SpeechLive account. You may use your transcription minutes credit 24 months after purchase of the credit. The credit will expire after the end of 24 months of the purchase date.

German dictations will be transcribed within our business hours from Monday to Friday between 8 a.m. and 8 p.m. (local time in Austria, and Germany), except holidays. English dictations will be transcribed 24/7/365. Standard priority dictations with a length of up to 120 minutes are usually transcribed within 12 hours in case of German dictations and within 24 hours in case of English dictations. High priority dictations are usually transcribed within 5 hours (best effort). High priority dictations may not be longer than 25 minutes. The transcription of dictations of multiple speakers within the same transcription job is not supported.

Language	Priority	Maximum dictation length (in minutes)	Transcription time (in hours) during business hours
German	Standard	120	12
German	High	25	5
English (UK/US)	Standard	120	24
English (UK/US)	High	25	5

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SPS strive to transcribe dictations within the indicated transcription time and free from error, but the transcription time and the quality of transcription significantly depend on the audio quality, comprehensibility and speed of a dictation. As a consequence, SPS can neither guarantee nor assure that the indicated transcription times are complied with and transcriptions are free from error.

If the transcription of a dictation takes longer than indicated for reasons attributable to SPS, you may cancel your order by notifying SPS, subject to a 3-hour grace period and the transcription minutes debited for the relevant order will be credited. To the extent permitted by law, we disclaim any further claims (including, without limitation, claims for damages).

In case of force majeure or if there occur any other unpredicted events beyond our control (such as strikes, business interruptions, failure of communication networks), the delivery period shall be extended for the duration of the event. SPS will immediately inform you of any such event. Where such events continue over a period of more than 7 days, you may cancel your order and the transcription minutes debited for the relevant order will be credited. To the extent permitted by law, we disclaim any further claims (including, without limitation, claims for damages).

The correctness in terms of language and contents of the dictation to be transcribed by SPS shall be solely the customer's responsibility. SPS do not accept any responsibility and liability for the correct reproduction of names, addresses and figures. You should therefore check the transcribed text as to its correct reproduction before using it for further purposes. Moreover, the limitations of liability and disclaimers pursuant to Section 7 ("Disclaimer; Limitation of Liability; Time for Claims ") of our General Terms and Conditions are applicable.

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