

# 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 GmbH, Austria (hereinafter referred to as “SPS”, “we” or “us”). These general terms and conditions apply to customers wishing to order SPS products (“Products”) in the Online Shop. The terms and conditions under which the Products are offered are set out below. 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.

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 have to fill in the order form and provide all information required.

The Products presented on the Website represent a non-binding invitation to the customer to order the presented Products. By placing an order, you make an offer to us to purchase the Products. SPS may or may not accept your offer at our discretion. If SPS does not accept your order or if the Product ordered is not available, SPS will inform you immediately.

When SPS sends you an email confirming receipt of your order, this does not constitute our acceptance of your order. We only accept your offer 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 those prices published on this Website. All prices are shown in local currency and are – unless otherwise indicated – inclusive of legally applicable VAT.

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.

Value indexing: The parties agree to retaining the value of the ongoing fees. The Consumer Price Index 2010 (with 2010 as the base year) released monthly by Statistik Austria or an index that replaces it is agreed as the measure of stable value. SPS reserves the right to subject the ongoing license fees to an annual review and to adjust them in accordance with the change that occurred in the published index figure over the previous calendar year, at the earliest however after the passage of three months from entry into the contract. SPS will announce any increases in a timely fashion in advance. Not exercising this right to adjust the value does not constitute a waiving of later value adjustments. If the Consumer Price Index falls, SPS agrees to lower the ongoing fees accordingly.

## 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.

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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.

In your SpeechLive account at [www.speechlive.com](http://www.speechlive.com) you can change your payment data at any time and review your invoices. If you change your payment data, you will have to pay transaction costs of EUR 1 / GBP 1 / DKR 10 (excluding VAT).

## 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.

**You explicitly agree that we may deliver software Products immediately upon receipt of your order and you acknowledge that in such case you do not have a statutory right of withdrawal regarding the ordered software Product (see Section 6 below).**

## 6. Statutory right of withdrawal

If you are a consumer, you may be entitled to a statutory withdrawal right as follows. Consumers have the right to withdraw from a contract within 14 days without giving any reason. In the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium, the withdrawal period will expire after 14 days from the day of the conclusion of the contract.

Exceptions from the right of withdrawal: Consumers do not have a right of withdrawal in case of the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal. Furthermore, in case of a service contract consumers do not have a right of withdrawal after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader.

To exercise the right of withdrawal, you must inform us (Speech Processing Solutions GmbH, Gutheil-Schoder-Gasse 8-12, 1100 Vienna, Austria, email [live.support@speech.com](mailto:live.support@speech.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the model withdrawal form on our website ([Model withdrawal form](#)), but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal: If you withdraw from this contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

In the case of a contract for the provision of services the following applies: If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

## 7. 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 SpeechLive Transcription Service is subject to the additional terms and conditions concerning the SpeechLive

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Transcription Service, and the Speech Recognition Service is subject to the additional terms and conditions concerning the Speech Recognition Service.

## 8. Liability

SPS excludes any and all liability for breaches of duty arising out of slight negligence unless they pertain to essential contractual duties, to losses arising from injury to life, body or health or to guarantees or if they affect claims under any Product Liability Act. If essential duties, whose performance makes possible the proper performance of the contract in the first place and adherence to which you regularly rely upon, are breached out of slight negligence, SPS is liable only for the foreseeable, contractually typical losses. These limitations to liability apply also to the legal representatives and other vicarious agents of SPS.

Towards entrepreneurs, also the liability for lost profit, lost savings, lost data, indirect damage and consequential damage as well as damages arising from claims of third parties is excluded, unless mandatory law requests otherwise. In addition, the liability shall in any case be limited to the contractually agreed compensations for the underlying services paid to SPS on the maturity date.

For software and services that we make available to you on our website and/or that may be downloaded from our website, the liability provisions in the license agreement apply.

## 9. Data Protection

SPS takes data protection extremely seriously and processes personal data in strict compliance with the applicable regulations, in particular the EU General Data Protection Regulation and other applicable laws, and in conformance with the SPS Privacy Policy.

## 10. Miscellaneous

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

The agreement shall be governed by and construed in accordance with the laws of Austria, without regard to its conflicts of law provisions and the United Nations Convention Contracts for the International Sale of Goods. If you are a consumer having your place of residence within the European Union, the laws of the country where you have your place of residence might be applicable, as far as mandatory provisions on consumer protection rights are concerned.

All disputes arising from or in connection with this agreement shall be exclusively referred to the courts in Vienna, Innere Stadt (City-Center). For consumers the statutory places of jurisdiction shall apply.

## 11. Contact

Our postal address:

Speech Processing Solutions GmbH  
Gutheil-Schoder-Gasse 8-12  
1100 Vienna  
Austria

[live.support@speech.com](mailto:live.support@speech.com)

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

Using the SpeechLive Transcription Service by Speech Processing Solutions GmbH, Austria, (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 license for the SpeechLive service in the SpeechLive online shop at [www.speechlive.com](http://www.speechlive.com). You can acquire such a license either directly from us or from one of our authorized dealers.

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), English (US) and French. 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), the language and the priority of a dictation and the number of speakers (see below). 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.

The following information applies to the transcription of dictations with a single speaker:

Priority: 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.

Transcription time: German dictations will be transcribed within our business hours from Monday to Friday between 8 a.m. and 8 p.m. (local time Austria, Germany), except holidays. English and French dictations will be transcribed 24/7/365. Standard priority German dictations with a length of up to 120 minutes are usually transcribed within 12 hours and English and French dictations within 24 hours (best effort). High priority dictations are usually transcribed within 5 hours (best effort). High priority dictations may not be longer than 25 minutes.

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
French	Standard	120	24

The following information applies to the transcription of dictations with more than one speaker ("multi-speaker"):

SPS offers fixed prices for dictations with 2, 3 and 4-5 speakers. The price for 6 or more speakers (6+) is an approximate indication. The actual price will be determined upon review of the dictation. In this case you will receive a quote from SPS by email. You may then choose to accept the offer, or cancel the transcription of this dictation. In case you decide to cancel your transcription, SPS may charge an analysis fee of 4% of the approximate indication or at least EUR 25 / GBP 18 / DKK 190.

If you specify the wrong number of speakers, the price will be calculated according to the actual number of speakers and debited from your balance. If you have insufficient credit, an automated payment will be triggered. If this payment cannot be completed, the dictation will be put on hold until payment has been made and the missing credit has been transferred to the transcription service.

For dictations with more than one speaker with a length of up to 180 minutes (3 hours), the transcription time is 72 hours (best effort).

Language	Priority	Maximum dictation length (in minutes)	Transcription time (in hours) during business hours
German / English /	---	180	72

SPS strives 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 audio quality of a dictation is poor and makes transcription more difficult, you will be informed about any additional costs in advance and may decide whether you would like to order the transcription or not.

If the transcription of a dictation takes longer than indicated for reasons attributable to SPS, you may cancel your order 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 does 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 8 ("Liability") of our General Terms and Conditions are applicable.

#### **ADDITIONAL TERMS AND CONDITIONS CONCERNING THE SPEECH RECOGNITION SERVICE**

Using the Speech Recognition Service allows you to have your recorded dictations converted to text form by means of automatic speech recognition.

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

To use the Speech Recognition Service you also have to acquire a credit of speech recognition minutes in the SpeechLive online shop. When the service is utilized, the speech recognition minutes are automatically deducted from your credit. Calculation of the number of speech recognition minutes is based on the length of your dictation (in minutes). One speech recognition minute is deducted for each minute or partial minute of dictation. No separate invoices will be issued in respect of the minutes used. However, you may check your speech recognition minutes credit and the minutes used at any time in your SpeechLive account. You may use your speech recognition minutes credit 36 months after purchase of the credit. The credit will expire after the end of 36 months of the purchase date.

The Speech Recognition Service supports one speaker only within a single dictation. Prior to submitting a dictation for speech recognition, you should select the correct language for the dictation. You may only select one language per dictation.

The uploaded dictations are processed by a speech recognition program and automatically converted to text form. No prior training phase is required and none is provided. You cannot expand the vocabulary of the speech recognition system to include special vocabulary items of your own.

The duration of the speech recognition corresponds roughly to the length of the dictation, i.e. speech recognition of a 10-minute dictation will take approx. 10 minutes.

The rate of speech recognition will depend substantially on the quality of the audio (including, inter alia, microphone settings and ambient noise), the speech patterns of the speaker, particularly the clarity and speed

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of the dictation, and on the vocabulary used. In general, the automatic Speech Recognition Service is designed for use by native speakers of the language in question. Use of the automatic Speech Recognition Service in languages other than your native language is not recommended, and may adversely affect the automatic speech recognition of the words and phrases spoken. SPS is thus unable to warrant any specific rate of speech recognition.

For this reason, SPS do not accept any responsibility and liability for the correct reproduction of any dictation. It is thus strongly recommended that you check the converted text as to its correct reproduction before using it for further purposes. Moreover, the limitations of liability and disclaimers pursuant to Section 8 ("Liability") of our General Terms and Conditions are applicable.

#### **Rights of use and limitations**

SPS grants you a non-exclusive, non-transferable right to use the speech recognition software deployed by the Speech Recognition Service for this purpose, pursuant to the terms of this agreement. You acknowledge that the copyright and all other intellectual property rights to the speech recognition software shall remain vested in SPS and/or its licensors.

You are not permitted to market, distribute or offer the Speech Recognition Service to third parties or to use the service yourself to offer services to third parties. You may not use the service for any automated requests or access the service with software which does not come from SPS. In addition, you are not authorized to (a) copy, reproduce, distribute or in any other manner duplicate the software, (b) sell, lease, license, sublicense or otherwise grant rights to the software or the service as a whole, (c) modify, translate or create derivative works of the software, (d) decompile, disassemble or reverse-engineer the software or any portion thereof or otherwise attempt to reconstruct, identify or discover the source code, underlying ideas or algorithms of the software, (e) remove any proprietary notices (f) use the service for purposes of comparison with or benchmarking with other products or services of third parties.

#### **Trademarks**

Third-party trademarks, trade names, product names and logos (the "Trademarks") contained in the speech recognition software or used by the Speech Recognition Service are the trademarks of their respective owners. The use of the Trademarks is intended solely to denote interoperability and does not constitute (i) an affiliation of SPS and of its licensors with such, or (ii) an endorsement or approval by such trademark owner of SPS and its licensors.

#### **Data protection, consent**

As a part of its Speech Recognition Service, SPS uses speech data. "Speech Data" means the audio files or words you dictate and the associated transcriptions and log files generated in connection with your use of the Speech Recognition Service.

To provide the Speech Recognition Service, SPS uses external service providers who contract with SPS and are subject to duties of confidentiality. In particular, SPS uses Nuance Communications Ireland Limited ("Nuance") as a service provider for speech recognition. Nuance may, in its discretion, process your Speech Data outside the EU, including in the USA or in other countries lacking an adequate level of data protection. Such transmission will naturally only take place on the basis of a contract data processing agreement that complies with the criteria applicable to EU standard contractual clauses. By using the Speech Recognition Service, you expressly consent to allowing your data to be transmitted abroad for such purposes.

If you do not want your data to be transmitted in this way, you can deactivate use of the Speech Recognition Service in your account settings.

You further consent to the use of your Speech Data by SPS and Nuance for purposes of further developing and improving the service and the speech recognition technology, and in particular to their use of the Speech Data to create statistical models for use in acoustics and speech models for speech recognition.

In addition, SPS and Nuance are entitled to collect and process data on your usage patterns for purposes of creating non-personal usage statistics to further develop and improve their own products and services.

SPS and Nuance will always treat your personal data confidentially and process such data in conformity with the applicable legal rules.

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