

General terms and conditions of sale

1. General

Welcome to the SpeechLive Online Shop located at 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 e-mail 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 in EUR and are 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.

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.

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, E-Mail live.support@speech.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the model withdrawal option in your SpeechLive account settings, 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. 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.

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

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 Austrian Data Protection Act 2000 and any 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 of 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. For consumers the statutory places of jurisdiction shall apply.

11. Contact

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

Last Update: 08.01.2014