



General terms and conditions

source: <https://www.speechlive.com/nz/general-terms-and-conditions/>

1. General

Welcome to the world of Speech products and services! These General Terms and Conditions apply to the purchase and use of the products, apps and services ("Services").

The SpeechLive Online Shop is located at www.speechlive.com (the "Online Shop" or "Website"), for SpeechID at www.speech.com/id. The Online Shop and the products are offered by Speech Processing Solutions GmbH, Austria (hereinafter referred to as "SPS", "we" or "us"). 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 in the online shop you must be 18 years of age or over and have a valid email address. You have to fill in the mandatory information in the order form completely and correctly.

The services presented on the Websites of SPS represent a non-binding invitation to the customer to order the presented services. SPS may or may not accept your order at our discretion.

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 service to you and/or make it available for download.

Every service will automatically renew at the end of each term for a further term equal to the original agreed term unless either party gives the other written notice of termination prior to the end of the relevant term. We will send you a notice email, reminding you that your plan is about to be renewed within a reasonable period of time prior to the renewal date. SpeechID: You can terminate your subscription in the subscription overview of your SpeechID account.

3. Prices

Prices shall be those prices published on this Website. All prices are shown in local currency and are – unless otherwise indicated – exclusive 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 2020 (with 2020 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

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. SPS reserves the right to verify the identity of the credit card holder by requesting appropriate documentation. If the customer has to pay fees of his payment service provider in case of payment by credit card, these fees have to be paid by the customer.

If you are paying by online-payment procedure your account will be charged when we receive your order.

In your SpeechLive account at 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 a small transaction fee to verify the new payment data. The costs for this transaction will be refunded within the next 24 hours.

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 7 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) 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, apps and services that we make available to you. 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 Transcription Service, and Speech to text is subject to the additional terms and conditions concerning Speech to text.

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 the applicable Product Liability Act (or the respective, comparable national provisions in the case of the applicability of another legal system). 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. To the extent permitted by law, any liability of SPS for damages during the use of apps (software errors, data loss) is excluded.

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. You can find more information in our [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.

You declare and warrant that (i) you are not in any country subject to a US government embargo or one considered a country "supporting terrorists" by the US government, and (ii) you are not on any US government list of persons or parties subject to prohibitions or restrictions. You further grant your operating system operator the irrevocable right as a third-party beneficiary (and the operating system operator accepts this right) to enforce these terms and conditions against you.

The laws of New South Wales (Australia) shall apply exclusively to customers domiciled in Australia, to the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising from or in connection with this contract with customers whose place of residence is in Australia shall be either Sydney (Australia) or Vienna, Innere Stadt (Austria).

New Zealand law shall apply exclusively to customers domiciled in New Zealand, to the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising from or in connection with this contract with customers whose place of residence is in New Zealand shall be either Sydney (Australia) or Vienna, Innere Stadt (Austria).

11. Contact

Our postal address:

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

[live.support\(at\)speech.com](mailto:live.support(at)speech.com)

For customers from Australia and New Zealand:

Speech Processing Solutions GmbH
Suite 303, Level 3, 815 Pacific Highway
Chatswood, NSW 2067
Australia

[live.support\(at\)speech.com](mailto:live.support(at)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. 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.

Additional special terms and conditions concerning the English and French transcription service

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

Priority

For English dictations 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. In the case of high priority, 1.25 transcription minutes will be debited per

commenced minute of a dictation. All French dictations will be processed as “standard priority” dictations.

Transcription time

English and French dictations will be transcribed 24/7/365. Standard priority dictations with a length of up to 120 minutes are usually transcribed within 24 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
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 English and French 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
English /	---	180	72

French

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.

Additional special terms and conditions concerning the German transcription service

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. In the case of a high priority German dictation, 1.5 transcription minutes will be debited per commenced minute of a 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 public holidays. Standard priority dictations with a length of up to 120 minutes are usually transcribed within 24 hours (best effort). High priority German dictations are usually transcribed within 8 hours (best effort). High priority dictations may not be longer than 25 minutes.

Please note that the completion periods indicated are to be calculated on the basis of working time regulations in Germany and the above transcription times are based solely on business hours between 8 a.m. and 8 p.m. (local time Austria, Germany) on working days in Germany (Monday to Friday).

Language	Priority	Maximum dictation length (in minutes)	Transcription time (in hours) during business hours
German	Standard	120	24
German	High	25	8

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 German dictations with more than one speaker with a length of up to 120 minutes (2 hours), the transcription time is 72 hours (best effort).

Language	Priority	Maximum dictation length (in minutes)	Transcription time (in hours) during business hours
German	---	120	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.

Basic standards

The German transcription service transcribes all dictations sent in accordance with the following principles:

You receive a transcript of your voice file produced using the “STAB” (Sinn, Text, Anweisungen, Buchstabierung (Meaning, Text, Instructions, Spelling)) method (see also [composition and dictation rules](#)) and a comprehensive transcription approach.

This includes the following services:

- ##S mark is used for incomplete sentences and incomprehensible connections (defendant becomes claimant, etc.)
- passages that are hard to understand are listened to multiple times, applying the two pairs of ears principle in difficult cases
- two pairs of eyes principle is applied for voice files that are hard to understand

- number of ## marks is actively reduced by researching ("Duden" dictionaries, Internet) words, names, technical terms, etc. that have not been spelled out.

Basic standards for single-speaker dictations

Single-speaker dictations are dictations with only one speaker that have not been recorded in the style of an interview. The turnaround time is generally 24 hours during business hours (Monday to Friday, 8 a.m. to 8 p.m.), with a maximum dictation volume of 120 dictation minutes per customer.

Basic standards for multi-speaker dictations

Separate rules apply to dictations with multiple speakers and dictations that have been recorded in the style of an interview and therefore require the same formatting effort as multi-speaker dictations. The turnaround time is generally 72 hours during business hours (Monday to Friday, 8 a.m. to 8 p.m.), with a maximum dictation volume of 120 dictation minutes per customer.

Charging based on dictation quality levels

The German transcription service is obliged to assign a quality level for dictations in German. To do so, the [composition and dictation rules](#) in DIN standard 5009 are applied.

The prices indicated below result from the differing amounts of work involved in the transcription, based on the quality of the dictation transmitted. Customers are assigned to one of the following dictation quality levels:

Dictation quality level	Description	Price
1	Very easy to understand	Basic price
2	Easy to understand	Basic price x 1,275
3	Hard to understand	Basic price x 1,55
4	Very hard to understand	Basic price x 1,667

For German dictations, the German transcription service enters the dictation quality level on the SpeechLive website and the customer can see this in the 'Account' area. If a customer has more than one person performing dictations, the dictation quality level assigned is based on an average. The transcription service may revise the dictation quality level upwards or downwards at any time.

The level assigned is based on the following criteria:

Very easy to understand (level 1): The dictations have been recorded in a quiet environment with no background noise in accordance with our [composition and dictation rules](#) on the basis of DIN 5009.

Easy to understand (level 2): The dictations have largely been recorded in accordance with our [composition and dictation rules](#) on the basis of DIN 5009. However, occasional, minor background noise can be heard, there is very little punctuation or the formatting instructions have not been dictated clearly, for example.

Hard to understand (level 3): The dictations recorded comply with our [composition and dictation rules](#) on the basis of DIN 5009 to a limited extent only. For example, interfering background noise can be heard most of the time, there is no punctuation or the dictation is spoken with a slight dialect.

Very hard to understand (level 4): The dictations have been recorded in a strong dialect, highly interfering background noise (e.g. building site, railway station, airport) can be heard, the dictations are recordings of telephone calls or presentations, for example, or the speaker uses very staccato, faltering speech, making the meaning difficult to follow.

For a new customer the first 10 dictation minutes are charged in price class 1. The German transcription service may apply a different price class to any subsequent minutes. If a customer has more than one person performing dictations, the dictation quality level assigned is based on an average. The German transcription service may revise the price class upwards or downwards at any time.

If an additional charge is required for individual dictations (e.g. due to incorrect number of speakers), the German transcription service will close this order in the system.

A distinction is made here between two different scenarios:

- If it is immediately apparent that more dictation minutes will need to be debited, the German transcription service will set the dictation minutes to "1" and attach a Word document containing the corresponding information. This dictation minute will be charged for accordingly.
- If it only becomes apparent during transcription that additional dictation minutes will need to be debited, the German transcription service will adjust the number of dictation minutes to the number of minutes actually transcribed and then charge for these accordingly. A Word document containing the corresponding information and the part already transcribed will be attached.

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 content 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. Details of the order processing procedure can be found in the following [information sheet](#).

ADDITIONAL TERMS AND CONDITIONS CONCERNING SPEECH TO TEXT

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

To use Speech to text 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.

Furthermore, in order to use speech to text, you must purchase a speech-to-text package in the SpeechLive Online Shop and the minimum duration of the package is tied to the duration of your SpeechLive contract. The use of the speech-to-text package is subject to a fair-use policy of 500 minutes per contract month. In case of exceeding this policy, we will deactivate the service for the respective current month, in case of repetition we are entitled to terminate the contract prematurely.

For speech to text 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. When using real-time speech to text, the speaking time is also measured in minutes. All SpeechLive applications that offer speech recognition are part of the speech-to-text package and its fair-use policy of 500 minutes per contract month.

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 of the dictation, and on the vocabulary used. In general, speech to text is designed for use by native speakers of the language in question. Using speech to text in languages other than your native language is not recommended, and may adversely

affect the 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 speech to text 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 speech to text 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 or the service, (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 or the service, (d) decompile, disassemble or reverse-engineer the software or the service or any portion thereof or otherwise attempt to reconstruct, identify or discover the source code, underlying ideas or algorithms of the software or the service, (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 speech to text 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.

Privacy Policy

As a part of speech to text, 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 speech to text.

To provide speech to text, SPS uses external service providers who contract with SPS and are subject to duties of confidentiality. The external service providers may process your Speech

Data for the purpose of this service outside the EU, including in the USA or in other countries. Such transmission will only take place on the basis of a contract data processing agreement that complies with the criteria applicable to EU standard contractual clauses.

If you do not want your data to be transmitted in this way, you can deactivate use of speech to text in your account settings.

We will always treat your personal data confidentially and process such data in conformity with the applicable legal rules. For more information, please see our [Privacy Policy](#).

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