

# Terms and Conditions

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VoiceToScript, a trademark of the Dutch company 'PBIM ICT Management', registered at the Chamber of Commerce under number 34369456, hereinafter "VoiceToScript" is pleased to provide the website [www.voicetoscript.com](http://www.voicetoscript.com) and its related services. The following Terms and Conditions together with the Privacy Statement govern your use of VoiceToScript.

By accessing and using VoiceToScript you confirm that you are in agreement with and bound by these terms. You should visit these Terms and Conditions and the [Privacy Statement](#) each time you visit the Website to review the current Terms and Conditions and Privacy Statement to which you must abide.

## Services Provided

The VoiceToScript services are primarily provided via a web interface. It offers functionality to upload files with audio of different file formats, validate and transcribe them and send the transcribed output to registered users by email.

## Responsibility for Data

We do not make backups of your files for data protection reasons. Always keep a copy.

While we try to ensure that the service is error free, we cannot guarantee that your files will not be damaged, deleted or lost. You acknowledge that you have a copy of all files and VoiceToScript will not be responsible for any failure caused by files, sent to VoiceToScript.

## Use of Data

We only use your personal information in accordance with our Privacy Statement. Please take the time to read our Privacy Statement, as it includes important terms which apply to you.

## Copyright Policy

Don't use our services and intellectual property for any form of infringement.

You are the only responsible for the data (e.g. files, URLs) which are send to the VoiceToScript service. VoiceToScript does not monitor customer content. One is reminded that the illicit exchanges of recordings and protected works as well as the hacking harm artistic creation. One is reminded that also non the respect of the laws in force, in particular those concerning the respect of the intellectual and artistic property, can give place to continuations and judgments.

## Your account

Some parts of our Website are only made available to individuals who have completed a registration process, which creates a user account. Per individual only one account may be registered on our systems. For every individual that has signed up as a pre-paid user, 20 minutes of free audio transcription is added to their account, in order to evaluate the system for his/her purposes.

You must treat all registration information as confidential, and you must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, in our sole discretion without notice or explanation to you, including (but not limited to) if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

If you know or suspect that anyone other than you knows your user identification code or PIN code, you must promptly notify us at [info@voicetoscript.com](mailto:info@voicetoscript.com).

## **Fees and Payment**

Certain fees apply for using our services. These are published [here](#) on the VoiceToScript website.

For payment purposes we make a distinction between pre-paid and post-paid users. A new user always starts as a pre-paid users and can buy credits in line with our fees. Pre-paid users can buy credits, using PayPal or a credit card. These credits will remain valid for a period of 1 year after the last purchase of credits.

Upon registration pre-paid users get some initial credits for free. The use of these initial credits is as a new customer to try and evaluate the system, before actually purchasing credits. The initial credit remain valid for a period of 2 months. If in this period credits are purchased, the initial credits will remain valid for a period of 1 year after the latest purchase.

## **Refund Policy**

To ensure that our customers are familiar with our services and its quality, we provide a 20-minute free trial of our services. We, therefore, do not offer refunds based on the level of satisfaction with the quality of the end product. In case a technical error occurs, VoiceToScript will do everything reasonable to resolve the issue or compensate for any lost transcription time.

## **Post-paid accounts**

Post-paid user accounts are reserved for companies that have a partnership agreement with VoiceToScript. If you wish to enter such a partnership agreement, a request can be sent by to [info@voicetoscript.com](mailto:info@voicetoscript.com). VoiceToScript will evaluate the request and, at our sole discretion, accept or decline that request.

Post-paid user accounts get an invoice every month for the actual use of the services. The invoice will be aggregated on company level. Payments off the invoice must always be made within 14 days of the invoice date in the currency in which the invoice was made.

## **Intellectual property rights**

We are the owner or licensee of all intellectual property rights in our Website, and the material we publish on it. Those works are protected by copyright laws and treaties around the world.

You must not use any part of the Content on our Website for commercial purposes without notifying us of your intentions and obtaining a licence to do so from us.

## **Offences**

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our sites, the server on which our Website is stored, or any server, computer or database connected to our sites.

## **Disclaimer of Warranties**

Your use of the service is at your sole risk. the service is provided on an “as is” and “as available” basis. VoiceToScript expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

VoiceToScript makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.

## **Limitation of Liability**

You expressly understand and agree that VoiceToScript will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if VoiceToScript has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. In no event will VoiceToScript total liability to you for all damages, losses or causes of action exceed the amount you have paid to VoiceToScript in the last six (6) months.

## **Changes to these Terms and Conditions**

We may revise these Terms and Conditions at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

## **Changes to our Website**

We may update our Website from time to time, and we may change the Content at any time. However, please note that any of the Content on our Website may be out of date at any given time, and we are under no obligation to update it.

## **Contact**

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