



## TERMS OF SERVICE

The terms and conditions of this document constitute a legally binding agreement between Telly Transcriptions, LLC d/b/a Telly Transcriptions (hereinafter "TT") and you, the Client (hereinafter "Client"), in relation to Client's use of any and all services provided by TT. This legal agreement below is referred to as the "Terms of Service."

I ("Client") agree to pay TT for any and all transcription or other services (hereinafter "Work") performed by TT on my or my company's behalf on audio and/or video material (hereinafter "Source Material") submitted by me. Client has reviewed and agrees to the rates advertised on TT's website for its Work and agrees to pay for all Work performed by TT promptly and in full.

### **1. Project Request Form**

Client understands and agrees that no order shall be processed until TT receives a completed Project Request Form either by online submission or email.

### **2. Classification of Source Material**

Client understands and agrees that they will provide an accurate and truthful description of the content contained within the Source Material for each order placed. Regardless of Client's description of the Source Material, in the event the description is inaccurate, the appropriate classification by TT will apply for all purposes hereunder, including rates and turnaround times. If TT determines that its own classification of any Source Material is substantially different than Client's, TT will inform Client before proceeding with the Work.

### **3. Quality of Source Material**

Client also agrees and understands that TT's ability to render accurate and timely transcripts can be affected by the Source Material's audio and/or video quality. TT guarantees a 98% accuracy rate only for professionally recorded audio or video that is clearly recorded with professional-standard cameras, microphones, and other such recording devices in a controlled environment and has: 1) one person speaking or 2) one per person interviewing one other person with 3) minimal background noise, no other audio and/or video interference, and/or no other noise defects. Professional audio and/or video is recorded on professional-grade equipment and does not include telephones, web or computer cameras, small handheld dictation recorders, audio cassette recorders, and the like. Client understands that poor duplication processes can lead to degradation of the original Source Material and could result in additional charges, depending on the degree of degradation.

### **4. "Poor Quality" Source Material Submission**

If the Source Material contains what TT determines to be poor quality audio and/or video, which may result in a large number of indistinct, unintelligible, indiscernible, or inaudible words or sections, TT will contact Client immediately. TT can, at Client's request, supply Client with a one-minute sample transcript of the material in question. All Work will stop for any and all Source Material submitted by Client until Client has notified TT they would like to proceed with the submitted Source Material regardless of the number of indistinct, unintelligible, indiscernible, or inaudible words or sections. If Client elects to proceed with the Work and the one-minute sample transcript contains content from a

longer file, said content will be included in any such Work and billed accordingly. Although TT will always strive for excellence in providing the most accurate, superior-quality transcript possible, Client agrees to waive the 98% accuracy guarantee for such Work.

#### **5. Accuracy**

Client understands and accepts that no transcript is ever “perfect.” Client acknowledges that transcription is open to interpretation with regard to punctuation, spelling, grammar and the like in that the spoken word often consists of run-on sentences, colloquialisms, slang, and often grammatically incorrect language. Client also understands that tone of voice, manner of speaking, accents and regional affectations of person(s) recorded may also affect the ability to produce an accurate transcript. TT does not correct grammar, proofread, or edit for clarity or correctness. TT is not obligated to research to determine the correct spelling of proper nouns, geographical locations, technical jargon, slang, uncommon words, or other terminology, unless specifically ordered by Client. TT does make its “best phonetical guess,” which may vary from transcript to transcript. TT does offer “Terminology Research” as an additional service; the cost of this service is defined in TT’s most current rate sheet. Client further acknowledges TT will not be held responsible for inaccurate Work due to reasons including, without limitation, mislabeled Source Material, incorrect file name, or incorrect subject name provided to TT by Client.

#### **6. Dissatisfaction with Work**

If Client is not satisfied with TT’s Work and can show transcription accuracy to be below 98%, Client must notify TT within three (3) business days of the completed transcript being forwarded to the email account Client requested on the Project Request Form so the Work can be analyzed. TT will correct any inaccuracies at no additional cost to Client for any transcript falling below the 98% mark, given the Source Material meets the following criteria: Source Material delivered to TT was professionally recorded (see Sec. 3); all persons recorded on Source Material spoke clearly with no accents, regional affectations, or manner of speaking that would affect accuracy. Client accepts that a single one-time “re-working” of the Work will be Client’s only claim of satisfaction for Work deemed unsatisfactory by Client. Client further agrees that the single one-time “re-working” will only apply to specific files that have been thoroughly listened to, reviewed, and deemed unsatisfactory by Client and not entire orders. Under no circumstance will refunds be issued once Work has been delivered to Client.

#### **7. Right to Decline Orders**

All Source Materials are subject to TT’s review and acceptance, which TT may exercise in its sole and absolute discretion. TT has the right to reject any Source Material for any reason whatsoever, including a determination that Client’s Source Material is considered to be of such poor quality that: 1) transcription is not possible or 2) the project is beyond TT’s resources.

#### **8. Master Source Materials**

TT does not accept any original or master Source Material (hereinafter “Masters”). Client hereby acknowledges that all Source Material submitted to TT are duplicates of the original materials and said Source Material is of zero (\$0.00) commercial value whatsoever. Client hereby agrees to indemnify and hold TT harmless from any expenses, claims, losses, costs, actions or damages, including reasonable attorneys’ fees (hereinafter “Claims”), arising out of or related to damage to or loss of any Source Materials whether Masters or duplicates, including and without limitation data and media. Client agrees not to hold TT liable for any loss or damage that may happen to the Source Material during the transcoding/transfer/duplication/transcription process. TT makes no guarantee that Source Material will be received by TT or returned to Client free from damage during the shipping or delivery process. Client agrees not to hold TT liable for any loss or damages to or destruction of any Source Material, including those that may occur in shipping or electronic transmission.

#### **9. Shipping and Delivery**

Client agrees to pay all shipping or delivery costs for submission and return of Source Material. TT shall return Source Material to Client according to Client’s preference as indicated on the Project Request Form. If no preference is selected, TT will ship Source Material at its own discretion, which shall often be the most cost-effective, not necessarily quickest, method.

**10. Billing**

Client acknowledges that for the majority of its transcription services, TT bills per minute of each file of Source Material and not the cumulative minutes of any submitted order, page count, number of characters, or transcriber's own work hours. Client agrees to a fifty dollar (\$50) minimum per order and five-minute minimum per file of Source Material submitted. If any file of Source Material submitted is less than five (5) minutes in length, Client agrees to pay the five-minute rate for any and all such files. Client acknowledges that all Source Material is rounded to the next minute after the :00 second mark as determined by TT's own equipment. Other Work requested by Client, including rush rate and other additional services performed by TT for client, may be billed at a rate different from the per-minute rate, and Client agrees to pay for such Work as defined in TT's most current rate sheets, which are subject to change at any time.

**11. Combining/Splitting Files**

Each individual file of Source Material submitted by Client will be processed as an individual transcription. If Client desires to combine or split multiple files into a single transcription, Client must include such instructions on the required Project Request Form. Client may elect to combine short Source Material files into one file; however, such combined Source Material shall be treated as one individual file and processed as one transcription. Client agrees to pay the "Combine Files" fee for this service as defined in TT's most current rate sheet. If Client desires such combined files to be split into separate transcripts, Client agrees to pay the "Split Transcript" fee for this service as defined in TT's most current rate sheet.

**12. Duplicate or Extraneous Source Material**

Client is responsible for the cost of transcription of all Source Material submitted for transcription, including any duplicate or extraneous Source Material as well as Source Material submitted to TT in error by Client. Client affirms they have reviewed the Source Material submitted to TT and has defined specifically in the submitted Project Request Form any portions of Source Material not to be transcribed; otherwise, Client acknowledges all Source Material will be transcribed and Client agrees to pay for all Work performed by TT, irrespective of any duplicate or extraneous material or files submitted in error by Client.

**13. Assessed Fees**

In the event that any Source Material or portions thereof submitted by Client are submitted in error and/or Source Material is determined to be, but not limited to, the following: non-transcribable, blank, or falls under Client's specific guidelines as material they do not wish to be transcribed, said files shall be billed at the current "Source Review" fee at the rate defined in TT's most current rate sheet. A "Cancellation Fee" at the rate defined in TT's most current rate sheet, including applicable rush rate charges, will be applied to any order, in whole or in part, submitted by Client that is canceled after TT has begun processing. If any file of Source Material submitted by Client to TT exceeds 180 MB per sixty (60) minutes of content, TT reserves the right to compress such files into a smaller size; Client agrees to pay the "Compress Large File" fee as defined in TT's most current rate sheet. Client agrees to pay any and all of the above fees if assessed by TT for any order submitted by Client.

**14. Turnaround Times**

TT's turnaround times are estimates only and are based on TT's current workload, which fluctuates daily. Client agrees to contact TT in advance of submitting any order if Client requires a specific turnaround (i.e., delivery date and/or time). If Client submits Work without contacting TT beforehand, TT reserves the right to schedule Work at its own discretion. TT may refuse any order if TT determines it is not capable of delivering Work by Client's requested date and time. Business days are governed by TT's normal operating hours and exclude weekends, holidays and any other day we elect not to open for business.

**15. Payment and Accounts**

Client agrees to pay the rates defined in TT's most current rate sheet, which is subject to change at any time and for any reason whatsoever. Client agrees to submit a valid Credit Authorization Form granting TT permission to authorize and charge said credit card for the first order for Work before the start and

delivery of any Work. Client understands this credit card will remain on file and agrees to notify TT of any changes of credit card account information. Client understands all subsequent orders require a 50% deposit before TT will commence any Work with the remaining balance due upon completion and before any Work will be delivered. All invoices are delivered via email, and TT's accepted method of payments are bank transfer, MasterCard, Visa, Discover Card, and American Express.

Client may also choose to open a Deferred Payment Account with TT, which is subject to the approval of submitted Deferred Payment Application. Client understands aforementioned application takes a minimum of three (3) business days to process. Client understands and agrees the Deferred Payment Account is a Net 15 account and once approved payment is due within 15 days of each invoice date.

Client acknowledges a \$35 fee will be assessed to unpaid balance for any payment returned due to insufficient funds. Any unpaid invoice is considered past due after 30 days, at which time TT reserves the right to charge the credit card on file for the total amount due. Agreement to these Terms of Service hereby authorizes TT to charge the credit card on file. Client further understands and agrees that TT may withhold any Source Materials and Work until payment is received in full from Client for any unpaid Work related to such Source Materials.

Should Client's account become delinquent, Client agrees to pay all late fees and finance charges associated with unpaid Work as defined in TT's Policies and Procedures and Deferred Payment Application, including without limitation attorneys' fees, court costs, third party fees, and all other costs relating to collecting payment for unpaid Work. If Client has paid for Work by credit card and Client disputes the charges by TT for its Work, Client agrees to pay triple-damages in addition to above stated costs to TT in any legal action that would follow such dispute for TT to collect payment for unpaid Work.

#### **16. Non-Disclosure of Confidential and Proprietary Information**

TT acknowledges that by reason of its relationship with Client, it may have access to certain information and materials contained in Source Materials in relation to Client's business, products, services, clients and marketing strategies that are confidential and of substantial value to Client (hereinafter "Confidential Information"). TT shall not use Client's Confidential Information in any way for its own purposes, nor for the purposes of any third party, nor disclose to any third party such Confidential Information revealed to TT by Client unless and until required by court order or other legal process to do so. TT shall retain copies of Work performed for Client and Source Materials, including any Source Material digitally copied by TT for the purpose of performing Work for Client, for a period of ninety (90) calendar days for the sole purpose of providing Client a backup of Work and Source Materials. If requested by Client, TT will delete any Work and/or Source Materials immediately after delivery of Work to Client. Such requests shall be made in writing by Client at the time of submission of Source Materials.

#### **17. Copyrighted Source Material**

Client shall not copy, upload, post, publish, transmit, reproduce or distribute in any way, information or other material which is protected by copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or the right holder or violate any individual's/organization's right of privacy, right of publicity or other rights. The Work and any work product of the Work shall be used solely for lawful purposes only. Client agrees that it will not use the Work or any work product of the Work in any way that is, or is reasonably likely to be, harmful either to TT's customers or operations or its reputation. Client hereby indemnifies and holds TT and its employees, officers, directors, and agents harmless from and against any and all Claims or threat of Claims and damage against TT and/or its employees, officers, directors, and agents arising out of our related to Client's Source Materials and any use of the Work based thereon.

#### **18. Client's Use of Work**

Client agrees to release and hold TT, its employees, officers, directors, and agents harmless of any Claims or damages that may occur from the publication, quotation, distribution, public use, or any other use of a quotation from the Work that may contain a typographical or factual or other error or even quotations that are without error. Client agrees that it is their responsibility to proofread and confirm the accuracy

of TT's Work before information from such Work is published or printed or otherwise used and Client will not take any action against or include or implicate TT, its employees, officers, directors, or agents as defendants in any litigation arising out of or related to Client's use of the Work. Client hereby indemnifies and holds TT and its employees, officers, directors, and agents harmless from and against any and all Claims or threat of Claims and damages against TT and/or its employees, officers, directors, and agents arising out of or related to Client's Source Materials and any use of the Work based thereon.

**19. Limitation of Liability**

TT shall not be held liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by Client or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if TT has been advised of the possibility of such damages. If Client is dissatisfied with the Work, Client's sole and exclusive option is to have TT correct mistakes in the Work (see Sec. 6). TT's sole liability for any Claim or loss, damage or expense from any cause whatsoever arising out of or related to this agreement, the Work or any Source Materials, shall in no event exceed sums actually paid to TT by Client. TT shall not be liable for any failure or delay in performing its obligations hereunder, if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies or power used in, or the equipment needed for the provision of the Work.

**20. Acknowledgement**

Client acknowledges that submission of a Project Request Form indicates understanding and acceptance of TT's rates, Policies and Procedures, and Terms of Service; additionally, said submission affirms Client's ability to bind themselves and/or the company Client represents to these rates, policies, and terms, in which all prior or contemporaneous agreements are merged. During the term of this agreement, each instance of provision of services hereunder shall be subject to TT's Terms of Service. TT reserves the right to make changes to said Terms of Service agreement from time to time.

**21. Severability**

This agreement is not assignable by either party. To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement will not be affected thereby and will remain in full force and effect. All indemnifications and limitations on liability will survive any termination or expiration of this agreement.

**22. Governing Law and Exclusive Jurisdiction**

This agreement and any Claim related directly or indirectly to this agreement shall be governed by and construed in accordance with the laws of the State of Georgia (without giving regard to the conflicts of law provisions thereof). No such Claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of Georgia located in the County of Fulton or in the United States District Court for the Northern District of Georgia, and each of the parties hereby submits to the jurisdiction of such courts. Each of the parties hereby waives on behalf of itself and its successors and assigns any and all right to argue in any legal action that this choice of forum provision is or has become unreasonable.

**23. Term of Agreement**

This agreement commences as of the date of the first submitted Project Request Form executed by Client and terminates upon the date of the last service contract in effect between the parties.