



Terms of Service

1. General

Use of the Services of Way With Words Ltd/Way With Words SA (Pty) Ltd (the “Company”) constitutes an express acknowledgment and agreement to be bound by the Terms of Service, Data Processing Addendum (“DPA”) and policies (collectively referred to as the “Provisions”), appearing on the Company’s [website](#) (the “Website”) and which govern, but are not limited to, matters relating to Warranties, Interpretation and Jurisdiction, Uploading, Limitation of Liability, Payment, Volume Discount Rates, Privacy, Data Processing, Customer Care and Cookies. The Company reserves the right to change the Provisions at any time by posting such changes on the Website together with an online notification drawing attention to same. It is the responsibility of the Service User to refer to, familiarize itself with and comply with the Provisions and any other terms and conditions as agreed upon between the Company and the Service User (the “Parties”).

2. Definitions

In the Provisions the following terms have the meanings ascribed to them below:

2.1. “Service” means any one of the facilities offered by the Company, including, but not limited to, audio/video transcription, machine transcription

polishing, proofreading, speech collection, as well as dataset creation and licensing. Services has a concomitant meaning.

2.2 “Service User” means any person, whether a natural or juristic person, corporate or unincorporated, who uses the Services.

2.3 “Specific Job” means any particular job of work required by the Service User to be performed by the Company as part of the Services.

2.4. “Quoted Value” means the value which the Company and the Service User agree as being the fee payable by the Service User to the Company in respect of a Specific Job.

2.5 “Recordings and Transcription Source” means any correspondence, documentation, literary, artistic or musical work, sound or other audio/video recording or broadcast, program carrying signal, computer program, or any other work, program or recording whether protected by copyright or not, delivered by the Service User to enable the Company to provide the Service.

2.6 “Personnel” and “Service Providers” means and refers to any/all directors, officials, employees, independent contractors, transcribers, typists and temporary typists associated with or engaged by the Company in terms of an agreement.

2.7. “Confidential or Protected Information” means any confidential or private material, correspondence, documentation, advice, information, know-how, record or other sensitive knowledge or information arising from the Recordings and Transcription source and obtained, accessed or received by the Company, the Personnel and Service Providers which, but for the association between the Service User and the Company, would not ordinarily be available to the Personnel and Service Providers.

2.8 Use of a term in the singular will include the plural and vice versa, unless the context indicates otherwise.

3. Warranties

3.1 In the event that, in contracting with the Company, a Service User acts on behalf of any other person, whether a natural or a juristic person, corporate or unincorporated, the Service User warrants that it has the necessary authority to so act and that such other person, whether a natural or a juristic person, corporate or unincorporated, also agrees to be bound by the Provisions.

3.2 Use of the Services constitutes a warranty by the Service User that it holds the necessary right, title and interest, whether in copyright or arising from any other area of law, contract or arrangement, in any Recordings and Transcription Source in respect of which the Services have been sought from the Company.

3.3 The Service User undertakes to defend, indemnify and hold harmless the Company against any claim or action, loss or damage arising from any infringement of copyright in any Recordings and Transcription Source.

4. Interpretation and Jurisdiction

4.1 As between Way With Words Limited and a Service User, the Provisions shall be interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute in connection therewith.

4.2 As between Way With Words SA (Pty) Ltd and a Service User, the Provisions shall be interpreted in accordance with the laws of the Republic of South Africa and the High Court of South Africa, Western Cape Division, Cape Town, shall have exclusive jurisdiction in respect of any dispute in connection therewith.

4.3 In the event of conflict between the Provisions and any other terms and conditions or agreements between the Company and a Service User, the Provisions shall take precedence.

5. Uploading

5.1 Work on a Specific Job will only commence:

5.1.1 once any required Recordings and Transcription Source has been received by the Company; and

5.1.2 once any required partial deposit or prepayment in full has been received by the Company.

5.2 Turnaround time for a Specific Job requiring Recordings and Transcription Source is calculated from the time of delivery of same by the Service User whether by upload or otherwise.

6. Limitation of Liability

6.1 A Specific Job requested by a Service User is completed and returned according to the Service User's instruction. While every effort is made to identify a duplication of Recordings and Transcription Sources, or Recordings and Transcription Sources which contain subject matter different from that referred to in the name attached by the Service User, the Company does not accept responsibility for any Recordings and

Transcription Sources incorrectly named or uploaded by the Service User, or which the Service User requests the Company to upload via any third party link, and which are incorrect either as to name or content, nor does the Company accept liability for any resultant loss or damage suffered by the Service User whether direct or consequential.

6.2 Although the Company will use reasonable endeavours to deliver a Specific Job on time, delays concomitant with high volumes of work may be experienced and delivery dates may be moved accordingly.

6.3 The Service User is referred to the provisions of the Company's DPA, Privacy Policy and Customer Care Policy for information on the protection of information.

6.4 In the event of any Service User suffering damage or loss as a result of the publication or dissemination of any Confidential or Protected Information by any Personnel or Service Provider then the maximum extent of the Company's liability, if any, will be limited to an amount equal to twice the Quoted Value.

6.5 The Company cannot guarantee the efficacy, security and/or privacy of using email for the conveyance of any transcript, correspondence or other communication and consequently does not accept liability for any loss or damage, whether direct or consequential, suffered by the Service User as a result of any non-delivery and/or breach of confidentiality or privacy resulting from such use.

7. Payment

7.1 Payment must be made by the Service User to the Company on presentation of invoice.

7.2 A partial deposit of funds or full payment may be required to be paid by the Service User to the Company in advance.

7.3 A Service User requiring a Purchase Order (PO) is requested to generate a PO number on acceptance of the Quoted Value and e-mail a copy to the Company.

7.4 Prices exclude GST/ VAT/ any other service tax where applicable.

7.5 Any invoice dispute must be submitted by the Service User to the Company in writing within seven (7) days of receipt by the Service User of the invoice.

7.6 If payment is not received within thirty (30) days of the invoice date, the Company reserves the option to charge interest on the outstanding balance at a rate not exceeding 8% per annum over the relevant base rate, up to the date when payment is received by the Company. The Company also reserves the option to claim compensation for debt recovery costs.

7.7 A Service User has the right to request a review of any work/product delivered to the latter by the Company as part of the Services within fourteen (14) days of receipt of same. Should the Company agree to a discount for the work/product returned, any repayment will be made within a period of seven (7) days thereafter.

8. Volume Discount Rates

The following provisions and defined terms apply in respect of Volume Discount Rates afforded by the Company to Service Users.

8.1 Definitions

8.1.1 “Commencement Date” means the date on which the Company commences performance of the Services required for a Specific Job;

8.1.2 “Full Upfront Payment” means payment made, prior to the Commencement Date, of the full amount due by the Service User to the Company in respect of a Specific Job.

8.1.3 “Deposit” means payment made, prior to the Commencement Date, of a percentage, as stipulated by the Company, of the total amount due by the Service User to the Company in respect of a Specific Job;

8.1.4 “Purchase Order” means a written authorisation delivered by the Service User to the Company, authorising the latter to supply the Services referred to therein;

8.1.5 “Volume Discount Rate” means, in respect of a Specific Job, the reduced price set by the Company, based on a stipulated number of hours of Recording and Transcription Source being provided by the Service User to the Company for provision of the Services in relation thereto.

8.2 Any Volume Discount Rate will remain valid for a three (3) month period, calculated from the date on which the Recordings and Transcription Source to which the Volume Discount Rate applies is received by the Company from the Service User via upload or such other method of delivery as may be agreed upon between the Parties.

8.3 The Service User will be invoiced at the Volume Discount Rate during the three (3) month period in respect of each delivery of Recordings and Transcription Source to which such Volume Discount Rate applies.

8.4 Where a Purchase Order has been delivered to the Company, the Service User will, at the end of every month during the three (3) month

period to which the Volume Discount Rate applies, receive an invoice in respect of the Services performed in such month, reflecting the Volume Discount Rate.

8.5 Except where a Full Upfront Payment has already been made in respect of a Specific Job, payment of each invoice must be made by the Service User to the Company upon presentation of same.

8.6 Any Deposit paid in respect of a Specific Job to which a Volume Discount Rate applies will be deducted from the amount due in terms of the final invoice delivered by the Company to the Service User in relation to such Specific Job during the three (3) month period.

8.7 Should any portion of the stipulated number of hours of Recordings and Transcription Source to which a Volume Discount Rate applies not be received by the Company during the three (3) month period required for the validity of the Volume Discount Rate, such portion will, nevertheless, be invoiced by the Company at the end of the said three (3) month period and the fee in respect thereof will be due and payable by the Service User on presentation by the Company of such invoice.