



By using the dictate2us (d2u) website you confirm that you accept our terms and conditions of use set out below.

### **About Us**

The d2u online website is owned and provided by dictate2us, a company incorporated in England and Wales under company number OC347842. Our VAT number is GB884749657. If you need any information or have a complaint about this website or any of our services, please contact us via the details at the bottom of each page. All complaints will be acknowledged within 24 hours and responded to within 3 business days.

### **Username and Password**

During the registration process you may be allocated, or invited to choose, your own username and password which will be unique to you. You are responsible for keeping your username and password confidential and for ensuring that they are not used by any other person.

### **Ownership of materials and license terms**

This website, the materials and software on it provided to you through it, are protected by copyright, trade mark and other intellectual property rights and laws throughout the world are owned by, or licensed to, d2u and/or third parties. You are not permitted to display the materials on this website on a computer screen, save for restricted access documents, to download and print a hard copy for personal use or for obtaining products or services from us provided you do not alter or remove any of the content or any part of the website without our express permission to do so and that you do not change or delete any copyright, trade mark or other proprietary notices.

### **You agree not to:**

- copy, reproduce, store (in any medium or format), distribute, transmit, modify, create derivative works from all or any part of this website or the materials or software on it, or provided to you through it without our prior written consent.
- Use this website, or any of the materials or software on it provided to you through it, for any unlawful purpose or in contravention of applicable law, commercial exploitation without our prior written consent, any purpose or in any manner that may give a false or misleading impression of us, our staff or our services.
- use, upload or transmit any material that is defamatory, offensive, obscene or otherwise unlawful, or which may cause offense or distress or which may affect or infringe the rights of any other person, device, software, file or mechanism which may interfere with the proper operation of this website or our systems.
- establish a link to this website from any other website, intranet or extranet site without our prior written consent.
- decompile, disassemble or reverse engineer (or attempt to do any of these) any of the software or other materials provided on or through this website.
- do anything that may interfere with or disrupt this website or our services.

By submitting an audio file or other data sources (an assignment) to us you are offering to engage our services and a binding contract will come into force upon our acceptance of the assignment.

- All assignments are accepted by us subject only to these terms and conditions.
- d2u agrees to type and deliver your transcription for all submitted assignments.
- You will be charged according to length of the file submitted including any parts of the file where there is no spoken recording. Any files with what is in our opinion poor recording quality will be returned transcribed to what we consider to be a reasonable standard; even if that is below our guaranteed quality standard of 98.5%. You agree unreservedly to payment in full even in such circumstances. Please note, the final minute of each transcription will be rounded up to the next full minute.
- Invoices shall be raised on the 1<sup>st</sup> of the month following the month the assignment has been undertaken. Payment shall be made in full not later than ten days thereafter.
- Payments will be by direct debit each month.
- We reserve the right to charge interest on overdue amounts at the rate of 8% per month on the outstanding balance from the date of the invoice until the date of payment.
- You will indemnify us in relation to all legal and other fees incurred (on an indemnity basis) where payment has not been made by you in settlement of our charges.
- We reserve the right to change turnaround times and prices quoted on our website due to changes in specifications, quantities, legibility and/or quality of origin or source material, delivery arrangements, unforeseen problems or other circumstances relating to the assignment.
- By engaging our services, you assume full responsibility for final proof reading and accuracy of documents and final product or service. Any errors or omissions for which we are responsible and which are brought to our attention within 48 hours of receipt by you will be amended free of charge. Any other additions or amendments will be charged for at our published rates. Any errors or issues in relation to our invoice or invoices must be raised within 7 days of receipt of said invoice or invoices failing which you will hereby accept the invoice or invoices as drawn.
- We cannot be held liable for loss or damage to any media supplied by you either whilst in our possession or in transit.
- You warrant to us that the assignment does not contain any material which is defamatory, offensive, abusive, indecent, obscene, pornographic, threatening or annoying, or which may incite violence, cruelty of any sort or discriminate against people in a way which may be illegal including but not limited to racial hatred, or which is otherwise illegal; or which infringes the intellectual property rights of a third party and you undertake to indemnify us in respect of any loss or damage or cost or inconvenience caused as a result of any breach of such warranty.
- We will endeavour to scan all emails and attachments sent to you for viruses. However, it is your sole responsibility to check text, graphics and attachments for viruses before opening files. We do not accept any responsibility or liability for viruses.
- In no event will we be liable to you for special, indirect or consequential damages howsoever including but not limited to loss of profits or arising from loss of data or unfitness for use. In any event and without prejudice to the foregoing our liability will be limited to a refund of the total price of the assignment.
- All data and information (the data) in the audio reports supplied by the customer is acknowledged to be highly confidential. d2u will ensure that all the data is treated as highly confidential and neither it, its servants nor agents shall divulge or allow access to the data by a third party. None of the data will be retained by d2u for more than 30 days following the performance by d2u of the transcription unless otherwise told. We shall after this date



retain the number of minutes contained in each audio file but not its content. You do hereby accept that you do not dispute the number of minutes charged unless an issue has been raised in writing within 7 days as stated above.

- d2u will comply with all Data Protection Legislation applicable.
- d2u will not use divulge or disclose to any person firm or organisation, (except as required to perform this contract), any trade secrets or confidential commercial or technical information relating to the business, finances or affairs of the Customer or the content of any data received from the Customer. D2u have a stringent IT security policy ensuring compliance with The SRA Code and the Code of The Solicitor's Outsourcing Association.
- d2u will allow the SRA or its agent to obtain information, inspect the records (including electronic records), and allow entry to the premises of d2u in relation to the outsourced activities or functions relating to the Customer.

Cancellation fees shall apply to any Service where the verbal or written acceptance of your Order requires us to supply an employee; sub-contractor or partner on an agreed date and time, and the Client notifies us that the Service is no longer required.

**Cancellation fees apply as follows:**

More than 30 days – no cancellation fee

Between 15 days and 30 days' notice – 50% of the full Contract fee

Between 7 and 14 days' notice – 75% of the full Contract fee

Less than 7 days' notice – 100% of the full Contract fee

**Suitability of materials**

We do not give any assurance that the materials provided to you on or through this website are suitable for your requirements or that they will be secure, error or virus free and we will have no liability in respect of those materials.

**Website availability**

This website is provided free of charge and we make no guarantee that it will be uninterrupted or error free. We reserve the right to modify, suspend or withdraw the whole or any part of the website or any of its content at any time without notice and without incurring any liability.

**Links from this website**

We may, from time to time, provide links from this website to websites that are owned and controlled by third parties. these links are provided only for your convenience and we have no control over and will have no liability in respect of those websites.

**Monitoring**

We may monitor activity and content on this website and may take any action we consider appropriate if we suspect you may be in breach of these Terms and Conditions including suspending, attaching conditions to or terminating your access and/or notifying the authorities or relevant regulators of your activities.

**Security**

We employ security technology. Internet transmissions are never completely private or secure and there is a risk, therefore, that any message or information you send to us from this website may be

intercepted and potentially read by others. We will have no liability in respect of any transmissions you send to us and you do so entirely at your own risk.

### **Accuracy of information**

We take care to ensure that all information available on our website about our business, services and any products mentioned is accurate. However, these are continually developing and, occasionally, the information may be out of date. Medical, commercial and legal practice change frequently and the content on this website, of any newsletters and in other items offering guidance have been prepared for general interest only and are not a substitute for specific medical, legal or other professional advice and should not be read or used as such.

### **Disclaimer**

D2U DOES NOT WARRANT OR REPRESENT THAT THE MATERIAL ON THIS WEBSITE IS ACCURATE, COMPLETE OR CURRENT OR THAT THE WEBSITE WILL BE FREE OF DEFECTS OR VIRUSES.

### **Use of this website outside England and Wales**

d2u makes no claims or representations that any or all of the content on this website may be lawfully viewed or downloaded outside England and Wales and, unless otherwise specifically stated, the content and this website is directed solely at users who access this website from England and Wales.

IF YOU CHOOSE TO ACCESS THE WEBSITE FROM OUTSIDE ENGLAND AND WALES, YOU DO SO AT YOUR OWN RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE LAWS OF YOUR JURISDICTION.

### **Liability for our mistakes**

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE (IN CONTRACT, NEGLIGENCE OR OTHERWISE) WHERE:

- THERE IS NO BREACH OF A LEGAL DUTY OF CARE OWED TO YOU BY US.
- THE LOSS OR DAMAGE IS NOT A REASONABLY FORSEEABLE RESULT OF ANY SUCH BREACH.
- ANY LOSS OR DAMAGE OR INCREASE IN LOSS OR DAMAGE RESULTS FROM A BREACH BY YOU OF THESE TERMS AND CONDITIONS.
- IN ALL CASES LIABILITY SHALL BE LIMITED TO THE VALUE OF THE CONTRACT.

**NOTHING IN THESE TERMS AND CONDITIONS SHALL AFFECT YOUR STATUTORY RIGHTS.**

### **Third party rights**

Nothing in these Terms and Conditions is intended to nor shall it confer a benefit on any third party under Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these Terms and Conditions has no rights to enforce them.

### **Waiver**

No delay or decision not to enforce rights under these Terms and Conditions will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach.

### **Governing law**

These Terms and Conditions are subject to laws of England and each of us hereby submits to the exclusive jurisdiction of the English courts. WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME. THE NEW VERSION WILL BE POSTED ON THIS WEBSITE AND WILL TAKE



EFFECT IMMEDIATELY UPON POSTING. IF YOU USE THE WEBSITE AFTER THE NEW TERMS AND CONDITIONS HAVE COME INTO EFFECT, YOU WILL BE INDICATING YOUR AGREEMENT TO BE BOUND BY THE NEW TERMS AND CONDITIONS.

### **Online purchase**

THE FOLLOWING TERMS APPLY TO YOUR USE OF THE D2U ONLINE SERVICE. THESE ARE ADDITIONAL TO AND SUPPLEMENT OUR GENERAL WEBSITE TERMS AND CONDITIONS WHICH ALSO APPLY.

### **Register**

Registration for this service will take place on our website and the d2u: Transcriber Apps.

### **Payment and refunds**

In providing PayPal or payment card details, you confirm that you are authorised to use the card and authorise us to take payment in full for the applicable charges, postage and packing charges and any other charges that become due to us under these terms. Where payment is made by debit or credit card an additional fee of 3.4% shall be charged. Under no circumstances shall refunds be made save at the absolute discretion of d2u. In circumstances where for example you have uploaded duplicate files and we have transcribed or translated them no refund will be made as we cannot identify a duplicate file. Once you have applied credit to your account such credit cannot be refunded but the credit shall be available for your use for a period of three years' subject always to the current cost at time of usage.

### **Merchandising - purchase of goods**

THE FOLLOWING TERMS APPLY TO THE PURCHASE OF GOODS AND SERVICES FROM D2U. THESE ARE ADDITIONAL TO AND SUPPLEMENT OUR GENERAL WEBSITE TERMS AND CONDITIONS WHICH ALSO APPLY.

### **Registration**

In order to use this service, you will need to register on this website.

### **Age restrictions**

We only accept orders from persons aged 18 or over. By placing an order, you are confirming that you are in this age range.

### **Residency**

We accept orders worldwide.

### **Placing an order**

It is your responsibility to check that your order is accurate before submitting it to us.

### **Pricing**

All prices are in pounds sterling and exclude VAT unless expressly stated otherwise. We take care to ensure that all pricing information is accurate but occasionally there may be an error.

### **Accuracy of information**

We try to ensure that all information is correct. Any typographical, clerical or other error is subject to correction without liability on our part. Any advice or recommendation given on this website or otherwise given to you by us, or any of our employees or agents, is followed or acted upon entirely at your own risk and we are not liable for such advice or recommendation.

### **Concluding a binding contract**

When we receive an order from you to purchase items from us, we will confirm that we have received the order by email to the address provided by you in your order. Your order is an offer to purchase an item and will not be binding on us until the earlier of us sending you an email to confirm that we have dispatched that item to you or you receiving the item.

### **Postage and packaging costs**

Post and packaging costs will be added to the cost of our order and will depend on the total cost of the items you order and, where delivery options are provided, the option you choose. The postage and packaging charge you will pay will be confirmed during your order with us.

### **Delivery of orders**

We aim to dispatch orders of equipment within 28 days to the address provided by you in your order.

Delivery timescales are estimates only. If you do not receive your order within 30 days of us confirming your order you must notify us and we will investigate the non-delivery provided you co-operate with the investigation.

### **Liability**

Our maximum liability for our failure to fulfil an order that we are legally bound to fulfil will be limited to the price paid by you for that order.

### **Privacy**

Your privacy and that of each other person whose information you provide to us is important to us. This privacy policy explains what information we collect about you, how we may use it, and the steps we take to ensure that it is kept secure. We also explain your rights and how to contact us. Please note, this website may contain links to other websites which are provided for your convenience. We are only responsible for the privacy practices and security of this site. We recommend that you check the privacy and security policies and procedures of each and every other website that you visit.

BY USING THIS WEBSITE AND GIVING YOUR INFORMATION TO US, YOU INDICATE YOUR CONSENT TO US, OUR GROUP AND THIRD PARTIES COLLECTING AND USING YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE TERMS SET OUT IN THIS POLICY.



### **The information that we collect**

In order to provide you with the services you require, we will collect personal information about you from our website, telephone conversations, emails and written and verbal communications. These will include, for example, your name, address, email address, phone number and details that are relevant to the service(s) in which you are interested. We may supplement the information that you provide with other information that we obtain from our dealings with you or which we receive from other organisations, such as other companies in our group.

### **Information about other people**

If you provide information to us about any person other than yourself, you must ensure that they understand how their information will be used and that you are authorised to disclose it to us, and to consent to its use on their behalf, before doing so.

### **Cookies**

In common with many other website operators, we may use standard technology called 'cookies' on this site. Cookies are small pieces of information that are stored by your browser on your computer's hard drive and they are used to record how you navigate this website on each visit. Our cookies are used to enable us to develop our website to reflect our customers' interests and by noting who has seen which pages, properties and advertisements (including click through emails), how frequently particular pages are visited and determining the most popular areas of our website. We may use cookies to enrich your experience of using the website by allowing us to tailor what you see to what we have learned about your preferences during your visits to the site.