



General Terms and Conditions

1. General

These General Terms and Conditions apply to all projects and agreements between Spoken Oy ("Service Provider") and its clients ("Client"). Parties ("Parties" shall mean collectively Spoken Oy and the Client, "Party" shall mean Spoken Oy or the Client as the context indicates) are restricted to pass on this contract to third party without other Party's advance and written approval. These General Terms and Conditions come into effect from 2.5.2018 and are valid for the time being. Service Provider reserves the right to change these General Terms and Conditions at any time without prior notice.

2. Conclusion of the Agreement

Agreement is concluded when the Client confirms acceptance of Service Provider's offer by writing (also e-mail) or by word-of-mouth. When offer is accepted by word-of-mouth, Service Provider sends confirmation of order by e-mail. Offer is valid through specific time mentioned in the offer. Validity is 30 days if not mentioned in the offer.

Agreement applies to service content mentioned in the offer. The Client is committed to use the service in regards with contractual stipulation mentioned in these General Terms and Conditions.

3. Rights and Obligations of Parties

The Client is obliged to provide adequate information to Service Provider for providing the service in the project's scope and timetable. In case the information provided by Client is incorrect, inadequate or is not similar to information specified in the offer or agreement, Service Provider has the right to revise service price if the information available prevents providing the service according to plan and contractual stipulation. The Service Provider reserves the right to cancel the service by informing the Client without delay.

4. Confidentiality

Each Party is obliged to maintain confidentiality of any material concerning the project (during and after) that is confidential in nature ("Confidential Information"). Parties are obliged to make sure that Party's employees and subcontractors are obliged to maintain secrecy.

The Service Provider undertakes no misuse or disclose any such Confidential Information to any external party. Confidential Information includes information concerning people, companies, communities, products, occasions and information co-ordinate. All official and unofficial, word-of-mouth, electronic and written communications is considered to be such reporting as specified above.

All Confidential Information is stored on system where Service Provider stores also its own confidential data. Material, parts of it and any other information related to the project is only turned over to the Client or Client's authorized representative.

Service Provider has the right to use Client's organization as a reference excluding all third party information and Confidential Information concerning Client and Client's business if not allowed separately.

5. Protection of Intellectual Property

The Client may use the results of the project exclusively for the purposes described under the agreement, if there are no restrictions to this in separate agreements or other provisions. The Client has the right to use results of the project when project is handed over to the Client and is valid providing that the Client complies with his payment obligation total and in payment time.

6. Liabilities, Warranty and Sanctions

Service Provider and the Client are obliged to follow ethical guidelines in research and law of data protection.

The Service Provider is liable to perform the project in time and carry out material and information, output and results related to the project equal to the contract. Service Provider is not liable for errors, omissions or delays of information, material and results caused by mistake or other slight reasons for the Client or third party. Procedure for correction of error/omission is specified in the section 6 (Liabilities, Warranty and Sanctions).

The Service Provider is not liable to the Client for indirect damages, financial losses nor agreements between the Client and third party that are unrealized or other third party claims. Service Provider is not liable for third party errors (inactive telecommunication links or online services, losing information due to data transfer or storage, delays or disappearances in mail delivery or ramifications caused by third party errors).

Service Provider has liability for risk of changed, lost or destroyed material and results of the project before the project is carried out to the Client. The Service Provider is eligible and obligated to strive correcting and restoring the material as it has been handed over to Service Provider. The Client is eligible for full remuneration of the work in case correction is unfeasible. Liability for risk passes from the Service Provider to the Client the minute the material or the results are available to the Client or at Client's disposal.

If the material or results are changed, lost or destroyed regardless of the Service Provider after the liability for risk has passed away from the Service Provider, the Client is obliged to pay the Service Provider all accumulated costs of the project.

The warranty right of the Client expires two (2) months after completion of the project.

The Service Provider has primary right and obligation to correct omissions or errors consequent on Service Provider noticed during the warranty period without delay. The Service Provider corrects errors or omissions free of charge. Provided that correction is not possible or the Client is unsatisfied with the Service Provider's work, the Client is eligible for compensation for the omission/error. Compensation is 100 % of the error's/omission's share of the project. In case the whole project or part of the project is delayed from the timetable agreed between the Parties and due to the Service Provider, the Client is eligible for compensation of 20 % of the delayed share of the project. In a case where the Service Provider has executed a test transcription or other trial run for the Client before the Client has accepted the offer, the compensation is maximum 25 % of the whole project price.

The Service Provider's liability is limited to direct errors and damages caused by Service Provider's own actions. The Client is obligated to represent claim with justification for Service Provider within two (2)



months after noticing error/omission or when the Client ought to have noticed the error/omission. The Service Provider does not have liability for damage after the above mentioned two (2) months.

Service Provider's maximum liability for the error/omission shall not exceed the total price agreed on the agreement.

7. Price and Terms of Payment

Invoicing is based on accepted offer. In case there is no accepted offer, invoicing is based on then-current prices. Payment shall be due fourteen (14) days net of the invoice date. If the Client fails to make any payment when due or if the Client's credit is for any reason no longer acceptable, Service Provider claims interest for delayed payment(s). Interest rate for delayed payments is the interest rate under the mandatory provisions of the applicable law.

Service Provider is entitled to increase the compensation of the specific recording by 50 % in case the quality of the material is poor (e.g. loud background noise). These additional charges are agreed beforehand with the Client.

If the material is delivered to the Service Provider via any means other than the secure download link provided by the Service Provider, an additional charge of €30 (VAT 0%) will be added to the order for each file.

8. Termination of the Agreement

The agreement terminates with the completion of the project (completed material has been handed over to the Client).

If the Client terminates the contract during the project, the Service Provider is entitled to receive compensation of 70 % of the total price agreed in the agreement. If the project is completed over 70 % before cancellation or termination of the agreement, the Service Provider is entitled to charge the whole agreement price. If the Service Provider terminates the agreement during the project, Service Provider shall be reimbursed only for the completed and approved part of the work.

Each Party is entitled to terminate the agreement immediately if other Party's actions are fundamentally in violation of the agreement. Reimbursement for termination is calculated according to completed and approved work of the project. The Service Provider is entitled to terminate the agreement if the Client has defaulted on its payment.

9. Validity Order between Agreements & Disputes and Settling Disputes

Should the contractual documents contain contradictory provisions, their validity order shall be the following: 1) separate agreements 2) special conditions in each service, 3) these General Terms and Conditions 4) Finnish law. If disputes cannot be settled in negotiations between the Parties, the dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce.