

Terms & Conditions

Last updated: 31-7-2024

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

This terms of use agreement (this “agreement”) (together with the documents referred to in it) is a legal agreement between you and Scriptix B.V., a company incorporated and registered in The Netherlands at the Chamber of Commerce under number: 75668475 whose registered office is at Kon. Wilhelminahaven zz20, 3134KG, Vlaardingen (“we”, “us” or “our”) for the use of our website: www.scriptix.io, web application: app.scriptix.io (collectively the “Scriptix Platform”). By using and/or registering to use [the Scriptix Platform](#), you must read, agree with, and accept all the terms and conditions contained in this agreement. This agreement is provided to you and concluded in English. You agree that any use by you of the Scriptix Platform shall constitute your acceptance of the agreement. We recommend that you store or print-off a copy of the agreement (including all policies) for your records. If you do not agree to the terms of this agreement, please refrain from using the Scriptix Platform.

1. APPLICABLE TERMS

1.1 This agreement refers to the following additional terms, which also apply to your use of the Scriptix Platform: our [privacy policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Scriptix Platform, you consent to such processing, and you warrant that all data provided by you is accurate.

2. ACCESSING THE SCRIPTIX PLATFORM AND USING THE SCRIPTIX SERVICES

2.1 We have developed the Scriptix Platform, using AI technology to provide content accessibility services such as speech recognition and machine translation. Scriptix develops automated (real-time) [speech-to-text algorithms](#) to turn the spoken word into text and provide the following services: (a) automated transcription of audio/video files uploaded to the Scriptix Platform; (“Scriptix”); (b) automated machine translation of files processed by Scriptix; (c) editors for Transcription and Subtitles that allows users to search, verify and correct the content of their Scriptix output (the “Scriptix Editor”); (d) the Scriptix API (<https://apidocs.scriptix.io/>); and (e) a variety of methods for exporting and sharing the contents of Scriptix. (Together the “Scriptix Services”).

2.2 In consideration of you agreeing to abide by the terms of this agreement, we hereby grant to you a non-exclusive, non-transferable, licence to use the Scriptix Platform and the Scriptix Services on the terms of this agreement. To access and use the Scriptix Services you must sign up with your name, email address and password to create an account (“Account”). We discourage generic account names and we actively monitor concurrent Account usage. You may log into your Account on multiple devices but you shall not be able to access and use the Scriptix Services via the same Account from multiple devices at the same time. Dependent on the tier of your Account (as detailed at clause 3.3) you may be authorized to have more than one user (“Seat”) per your Account. The number of Seats per Account shall be determined by your tier and if there are multiple Seats allowed via your Account, each Seat shall need to be a named

individual. The original Account holder shall be the lead Seat and shall be able to add a specified number of other Seats (in accordance with the selected tier). Seats may be transferred to new users at any time but shall always be for named individuals and not a generic Seat used by multiple individuals concurrently. Sharing of log-in details with any other user is strictly prohibited in accordance with clause 2.6.

2.4 Access to the Scriptix Platform is permitted on a temporary basis and we reserve the right to withdraw or amend the services or functionality that we provide on the Scriptix Platform without notice. We will not be liable if for any reason the Scriptix Platform is unavailable at any time or for any period.

2.5 From time to time, we may restrict access to some parts of the Scriptix Platform, or the entire Scriptix Platform, to users who have registered with us. We will use reasonable endeavours to fix issues and bugs in the Scriptix Platform as quickly as we can.

2.6 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such 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, if in our opinion you have failed to comply with any of the provisions of this agreement.

2.7 You must not misuse the Scriptix Platform 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 the Scriptix Platform, the server on which the Scriptix Platform is stored or any server, computer or database connected to the Scriptix Platform. You must not attack the Scriptix Platform via a denial-of-service attack or a distributed denial-of service attack.

2.8 If you breach clause 2.7, you will be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, we reserve the right to immediately cease your right to use the Scriptix Platform.

3. FREE TRIAL, SUBSCRIPTIONS AND FEES

3.1 Free trial for new users. Scriptix does not offer free trials through its website but you can contact Scriptix to create a trial subscription for you via email to: info@scriptix.io.

3.2 Subscriptions. Scriptix offers bundle type subscriptions. Speech recognition is calculated per minute rounded up and machine translation per # of characters translated. Use of transcript and subtitle editors is included.

Enterprise & Customize

For Enterprise customers we offer separate enterprise and/or customization agreements. If you feel like you are eligible for such a separate agreement due to volumes you intend to process or customization work you would wish to invest in, reach out to sales via info@scriptix.io.

3.3 If your usage puts system integrity at risk i.e. you upload a large volume of files in a short period of time, Scriptix reserves the right to throttle your access to the service to ensure system integrity for all our customers.

4. PAYMENT

4.1 If you wish to subscribe for a subscription, you:

(a) agree to pay to us the relevant Fee as set out on the **Pricing Page**; and (b) agree and undertake to pay to us (without any deduction) the relevant Fee in advance in full (in EUR, GBP, USD or the equivalent in your local currency based on the conversion rate at the time of payment) and authorise us to collect the full fee from you each month until you cancel your subscription in accordance with clauses 5.3 to 5.6 below; and (c) acknowledge that, subject to clause 5, that the relevant Fees are non-refundable.

4.2 We reserve our rights to amend the fees at any time. However, we shall notify you in writing of any change in the Fees and any such change shall take effect at the beginning of the new month.

4.3 We may offer promotional offers from time to time which may include promo codes or Account credits, and which may be subject to expiration dates and may only be applicable to selected users of the Scriptix Platform. We reserve the right to remove Account credits from your Account or end a promotional offer without notice if we believe, at our sole discretion, you are not acting in good faith in relation to the terms of the promotion.

4.7 Payments will be processed by a third-party payment processor, Mollie, in accordance with its standard terms and conditions: <https://www.mollie.com/en/user-agreement>.

You hereby give consent:

(a) to us sending you electronic communications (including via email and text) in relation to upcoming and successful payments managed via the Scriptix Platform; and (b) for the payment processor to access your bank account which is nominated by you from time to time, and to either deduct or deposit the applicable amount, less any fee which may apply.

See the **Pricing Page** for more information about applicable Fees.

You acknowledge and agree that when using the Mollie service on the Scriptix Platform, you will comply with Mollie's end user licence agreement in respect to your use of the Mollie service. You also acknowledge that Mollie's privacy policy at: <https://www.mollie.com/en/privacy> shall apply to Mollie's processing of any personal information you submit to Mollie via the Scriptix Platform. We shall not be liable to any person if Mollie or any other payment processor is not able to deduct or deposit any amount due to insufficient funds or incorrect bank account details.

4.8 If the credit card details you have provided us with via your Account are invalid at the point of us charging you for the Fees owed to us, we shall inform you by email. We will

make every effort to contact you by email (to the address used to set up your Account) if your card payment fails.

4.9 If your payment fails, after notifying you we shall continue to attempt to take payment up to three (3) times over a period of nine (9) days to allow you to update your payment details before we shall suspend your Account and your access to the Scriptix Platform and the Scriptix Services.

4.10 If the card details are not updated after 9 days, we reserve the right to permanently delete your Account and all data, files and Scriptix results held within.

5. CANCELLATION AND REFUNDS

Cooling-off period

5.1 If you are a consumer, you have a legal right to cancel a contract during the period set out below in clause 5.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to use the Scriptix Services, you can notify us of your decision to cancel this agreement and receive a refund for any amount you have already paid minus a pro-rated amount for any use of the Scriptix Services you have already made during the cooling-off period.

5.2 Your legal right to cancel this agreement starts from the date you sign up for an Individual Plan, in accordance with clause 3.1 above. You then have a period of fourteen (14) days in which you may cancel ("cooling-off period").

5.3 To cancel this agreement during the cooling-off period, please do so at any time during the fourteen (14) day period by clicking on the 'Cancel Subscription' link on your Account settings page or contact us in writing to tell us by sending an email to: info@scriptix.io. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by email or via your Account, then your cancellation is effective from the date you sent us the email or clicked on the 'Cancel Subscription' in your Account settings.

Cancellation after the cooling-off period

5.4 After the expiry of the cooling-off period set out in clause 5.2, you can still cancel your Account at any time by clicking on the 'Cancel Subscription' link on your Account settings page. You are solely responsible for properly cancelling your Account. For the avoidance of doubt, the Monthly Subscription automatically renews each month.

5.5 If you cancel your Monthly Subscription your cancellation will take effect the following month and you will still be charged the Fee for the current month. No refund will be available for any remaining days in the month.

6. YOUR CONTENT AND CONFIDENTIALITY

6.1 Audio/visual content submitted to us by you (and any intellectual property rights in it) is owned by you or your licensor. You grant Scriptix a non-exclusive license to use that audio/visual content solely for the purpose of providing the Scriptix Services and creating

Scriptix output. Scriptix output (and any intellectual property rights in them) are owned by you, subject to you having paid the Fees required under this agreement.

6.2 Scriptix shall have no obligations with respect to the audio/visual material which you submit other than to perform the Scriptix Services as set out in this agreement. You are solely responsible for such material.

7. YOUR INDEMNITIES AND UNDERTAKINGS

7.1 You agree that when using the Scriptix Platform you will comply with all applicable laws and this agreement. In particular, but without limitation, you agree not to:

(a) use the Scriptix Platform in any unlawful manner or in a manner which promotes or encourages illegal activity; or (b) breach any law, statute, contract, or regulation; (c) act in a manner that is obscene, defamatory, libellous, unlawfully threatening or unlawfully harassing; (d) provide false, inaccurate or misleading information; (e) use an anonymising proxy; or (f) attempt to gain unauthorised access to the Scriptix Platform or any networks, servers or computer systems connected to the Scriptix Platform. (together the “Restricted Activities”)

7.2 Except as expressly set out in this agreement or as permitted by any local law, you undertake:

(a) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Scriptix Platform or your access to the Scriptix Platform; (b) not to engage in any of the Restricted Activities, nor control an account that is linked to any of the Restricted Activities; (c) not to make alterations to, or modifications of, the whole or any part of the Scriptix Platform nor permit the Scriptix Platform or any part of it to be combined with, or become incorporated in, any other programs or websites (save for in accordance with proper use of Scriptix API); (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Scriptix Platform; (e) to include our copyright notice on all entire and partial copies of the Scriptix Platform in any form; or (f) not to provide, or otherwise make available, the Scriptix Platform in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us.

7.3 Notwithstanding clause 7.1 and 7.2, you agree to indemnify us in full and on demand from and against any loss, damage, costs, or expenses which we suffer or incur directly or indirectly as a result of your use of the Scriptix Platform, otherwise than in accordance with this agreement or any applicable laws.

7.4 You warrant to us that all the information you provide to us is true and accurate to the best of your knowledge.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 We are the owner of all intellectual property rights in the Scriptix Platform and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

8.2 The trademarks, service marks, and logos (“Trade Marks”) contained on the Scriptix Platform are owned by us, our group companies or third party partners of us. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trade Marks without the prior written consent of us, the relevant group company or the relevant third party partner of us.

8.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.4 Our status (and that of any identified contributors) as the authors of content on the Scriptix Platform must always be acknowledged.

8.5 You must not use any part of the content on the Scriptix Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

8.6 If you print off, copy, or download any part of the Scriptix Platform in breach of this agreement, your right to use the Scriptix Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. CALL RECORDING CONSENT

9.1. You acknowledge and agree that you will only upload content to the Scriptix Platform, that may be used by Scriptix in the performance of the Scriptix Services, that has been recorded in compliance with all applicable laws, including but not limited to: the General Data Protection Regulation (EU) (2016/679) and all equivalent applicable local laws in the jurisdiction in which you record any content you upload.

9.2 Please note that in the United Kingdom, Ireland, Germany, Canada, Australia and a number of US states the consent of every party to a phone call or conversation is required in order to make the recording lawful, this is called “two-party consent”. Therefore, whether a jurisdiction requires one or two-party consent to call recording, it is best practice to obtain consent from all parties on the call.

9.3 We accept no responsibility or liability for obtaining consent. It is the sole responsibility of the person making and processing the telephone call on the Scriptix Platform to ensure compliance with all local laws. You acknowledge and accept all responsibility and liability for all calls and recordings processed via your Account on the Scriptix Platform.

10. PROVISIONS REGARDING DATA

10.1 Scriptix Speech to Text can be used to (temporarily) store data. Data that has been uploaded/streamed to Scriptix Speech to Text will be deleted immediately after it has been processed if technically set-up through our API-platform by you as such. When using our Transcript and/or Subtitle Editor, you can delete your files (uploaded content and generated results) when processed. Upon selecting this your data will be deleted from our servers. By default no data uploaded to Scriptix Platform will be used for training our algorithms, this will only be the case after opt-in by you.

10.2 With Scriptix Speech to Text personal data can be processed. In this case Partner acts as liable party and Scriptix as processor.

10.3 Scriptix has implemented the following technical and organizational security measures:

- Access control by means of usernames, passwords and 2FA.
- Automatic logging of all actions regarding personal data.
- Encryption of digital records holding personal data.
- Organizational measures for access security.
- We use secure connections through TLS (Transport Layer Security) to encrypt all information between Partner, end users and our website or services when accessing personal data.
- A secured internal network.

10.4 Scriptix guarantees that personal data processed through Scriptix Speech to Text will only be stored on systems that are physically located within the European Union. We process data with our cloud provider Microsoft Azure in Western-Europe.

10.5 In case a party involved sends a request to Scriptix for inspection, addition, modification or shielding, as meant in articles 15 to 22 of the General Data Protection Regulation, Scriptix will forward the request to Partner who will further handle it. Scriptix is authorized to inform the party involved thereof.

10.6 Scriptix is authorized to make statistical analyses of end user behavior when using Scriptix Speech to Text, however only in an aggregated manner and without using profiles or registrations from individual users.

10.7 Scriptix never uses data that has been uploaded and/or manually corrected with our Transcript and Subtitle editors to improve its speech recognition algorithms unless we have written consent from you to do so.

10.8 You can delete content you have uploaded to Scriptix Speech to Text as well as the output generated by Scriptix Speech to Text at any time.

11. CHANGES TO THESE TERMS

We may revise this agreement (or any of the documents referred to in this agreement) at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

12. DUPLICATE ACCOUNTS

We reserve the right to refuse the creation of duplicate accounts for the same user. In a case where duplicate accounts are detected, we reserve the right to close or merge these duplicate accounts without notification.

13. ELIGIBILITY

13.1 To be eligible for the Scriptix Platform, you must (a) be at least 18 years old and (c) agree to the terms of this agreement.

13.2 You further represent and warrant to us that if you are an individual and you open an account with us that you are not acting on behalf of an undisclosed principal or a third party beneficiary.

13.3 You undertake that your login may only be used by you and a login shared by multiple people is not permitted.

14. NO WARRANTY

14.1 Use of the Scriptix Platform is at your own risk. The Scriptix Platform is provided on an “as is” basis. We do not warrant or guarantee that the Scriptix Platform and all or part of its contents will be always available or that its use will not be interrupted.

14.2 You acknowledge that the Scriptix Platform may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this agreement.

15. OUR LIABILITY

15.1 Nothing in this agreement excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Dutch law.

15.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Scriptix Platform or any content on it, whether express or implied.

15.3 Subject to clause 15.1, we will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

(a) use of, or inability to use, the Scriptix Platform or the Scriptix Services; or (b) use of or reliance on any content displayed on the Scriptix Platform.

15.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Scriptix Platform or to your downloading of any content on it, or on any website linked to it.

15.5 We assume no responsibility for the content of websites linked on the Scriptix Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

15.6 Subject to clause 15.1, our maximum aggregate liability under or in connection with this agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to €100 or the amount you paid to us in fees in the previous 12 calendar months, whichever is greater.

16. TERMINATION

16.1 Either party may terminate this agreement immediately and without notice to the other party. You may terminate this agreement by deleting your Account and refraining to use the Scriptix Platform; however you shall still be liable for the Fees owed as detailed in clauses 3 and 4.

16.2 Upon termination or expiry for any reason:

(a) all rights granted to you under this agreement shall cease; (b) you must cease all activities authorised by this agreement; and (c) you must immediately delete your Account and cease using the Scriptix Platform and certify to us that you have done so.

16.3 Please note once you have deleted your Account we shall not be able to recover your files/results generated on the Scriptix Platform, so please download all transcripts before you delete your Account.

16.4 We reserve the right to delete your Account on termination of this agreement and for non-payment of the Fees owed in accordance with clauses 3 and 4 of this agreement.

16.5 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

17. TRANSFER OF RIGHTS AND OBLIGATIONS

17.1 This agreement is binding on you and us and on our respective successors and assignees.

17.2 You may not transfer, assign, charge or otherwise dispose of this agreement, or any of your rights or obligations arising under it, without our prior written consent.

17.3 We may assign, charge, novate or otherwise dispose of this agreement without our prior written consent.

18. GENERAL TERMS

Communications

18.1 We are required to provide certain information to you in writing. By accepting this agreement, you agree that we can communicate with you electronically either by email or by posting notices on the Scriptix Platform.

Entire Agreement

18.2 This agreement and any document expressly referred to in it constitutes the whole agreement between us and supersedes any previous discussions, correspondence, arrangements or understandings between us.

Law and Jurisdiction

18.3 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of The Netherlands.

18.4 Any dispute or claim arising out of or in connection with this agreement will be subject to the exclusive jurisdiction of the courts of The Netherlands.

19. COMPANY INFO

Company Name:	Scriptix B.V.
Company Address:	Koningin Wilhelminahaven zz20 3134KG Vlaardingen, The Netherlands
Company Account Number:	NL 67 INGB 0008200261
Company BIC Number:	INGBNL2A
Company Tax Number:	NL860357053B01
Chambre of Commerce registration:	75668475
Email:	info@scriptix.io
Contact form:	https://www.scriptix.io/contact