

LPO Ezy Transcription - Terms and Conditions

1. In this agreement, LPO Ezy Pty Ltd ABN: 95 162 567 624, shall be known as LPO Ezy, and the party requesting transcription, the client, shall be known as “you”.
2. Within this agreement, the LPO Ezy Transcription service refers to the usage of the LPO Ezy website transcription upload and payment service to request for transcription.

What the LPO Ezy Transcription service provides:

3. By the act of uploading and sending audio files, you acknowledge that you have read and agreed to be bound by these Terms and Conditions.
4. The LPO Ezy Transcription service provides an online portal for you to upload and pay for transcription.
5. LPO Ezy is authorised to request payment set out in our ‘casual rates’ and determined by the length of the audio file uploaded. You shall bear the cost.

The client’s (you) responsibilities:

6. You are responsible for the all details supplied in the uploading form, and in ensuring that they are true, correct and complete.
7. Your instructions to LPO Ezy Transcription service to complete a transcription job pursuant to this agreement shall be deemed to have commenced from the date of receipt of instructions by LPO Ezy through the upload portal.
8. Upon instructing LPO Ezy to commence a transcription job and LPO Ezy accepting, you will then be notified of its commencement along with any ‘special instructions’.

What the LPO Ezy transcription service does not provide:

9. In using this service, you understand that you are not receiving a guarantee that work will be 100% correct, free of errors. We endeavour to complete all work at a very high quality but there are circumstances such as audio quality, back ground noise and speaker habits which make words inaudible and therefore not possible for a typist to transcribe words correctly. Where this is evident we will highlight and tag the area with the audio time.
10. LPO Ezy will not undertake to review the quality of your audio and will not make an assessment or recommendation as to whether the LPO Ezy Transcription service is the best option for your situation. It is up to you as the individual to conduct your own evaluation and come to a decision that is best for you.
11. Upon agreeing to these Terms and Conditions, the LPO Ezy Transcription service is designed and formatted only to transcribe audio files uploaded by you and will not incur any further obligations to you.

General Terms & Conditions:

12. LPO Ezy shall be bound by no covenants, representation or warranties other than those specified in these Terms and Conditions.
13. These Terms and Conditions may be amended from time to time and the current terms shall be those detailed on the LPO Ezy website. LPO Ezy retains the right to amend and/or alter the Terms and Conditions and obligations at will without notice. Changes to the Terms and Conditions shall be deemed to apply to all audio files submitted by you from the date of exchange between you and LPO Ezy.
14. Both parties warrant and promise that they will not act in a manner which may defame or bring into disrepute the name of the other.

Privacy

15. LPO Ezy will keep all your personal information private and confidential and will not release or disclose any information on to any third party without your prior consent.
16. LPO Ezy will not be held liable for any unforeseen and/or unintended breach of your privacy by any third party.
17. LPO Ezy does not control the payment gateway in which transfers are passed. Payments are passed through a secure server belonging to St George Australia Bank. LPO Ezy will not be responsible for all and any information exchanged between you and the third party service.

Copyright

18. All rights reserved. All material in this agreement is, unless otherwise stated, the property of LPO Ezy Pty Ltd. Reproduction or retransmission of any of the materials, in whole or in part, in any manner, without the prior written consent of LPO Ezy would be in breach of the *Copyright Act 1968* and the *Copyright Regulations 1969*.

For permission requests, please contact:

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www.lpoezy.com

Servicer user's acknowledgement:

Before agreeing to the Terms and Conditions of this online Transcription service, I acknowledge that in doing so:

- a. LPO Ezy has not provided me with any legal advice and I have instructed them to transcribe the uploaded audio file. I understand that there may be risks involved in not obtaining legal advice in preparing and proceeding with this transcription service and I accept and wholly undertake all risks involved in said process.
- b. LPO Ezy has not verified the accuracy of my instructions and any information I have provided in this service which has been used. I accept that I am responsible and must ensure that all information provided to this service is accurate, true and complete to the best of my knowledge and belief. I accept that I am responsible for any unforeseen and/or undesirable circumstances which result in any inaccuracy or incompleteness in the information I provided by me.
- c. LPO Ezy has not assessed the merits of my situation and has not recommended that this transcription service is appropriate for me.
- d. LPO Ezy has not checked the accuracy of the uploaded audio file or the form which has been generated by the LPO Ezy transcription service against the information which I have provided. I accept that it is my responsibility to do so.

Warranties

Your warrant as follows:

- (i) You have read and understood the terms and conditions of this agreement.
- (ii) LPO Ezy has not made any promises, representations or inducements or been involved in conduct material to you entering into this agreement other than as set out herein.
- (iii) You are aware that LPO Ezy is relying on these warranties.