

# Terms of Use

**Update: 30.04.2018**

## **Company Information**

Zpoken is owned by Protokol Inc., a company incorporated in USA (Company Number: ) which is operated from 1013 Centre Road, Suite 403-B, Wilmington, DE 19805, Delaware US.

## **Service**

Protokol Inc. provides one or more of the following Services (the "Service") to you:

Automated transcription of audio files uploaded through our websites

<https://zpoken.ai/>

<https://zpoken.io/>

<https://anryze.com/>

An editor that allows users to verify and correct the content of their transcripts.

## **Access**

Access to and use of the website and the Services offered on the website including but not limited to the Services, the automatic transcription process, the online editing software, product information downloads and FAQs, are provided and permitted on a temporary basis and are subject to these Terms. Specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through this website or transactions concluded through this website. Such specific terms may be in addition to the Terms or, where inconsistent with these Terms, only to the extent that the content or intent of such specific terms is inconsistent with these Terms, such specific terms will supersede these Terms.

Protokol Inc. does not guarantee the availability of the website or any of the services offered on the website.

Protokol Inc. reserves the right to revise, change, modify, delete or suspend the content of any part of the website and/or any of the services it provides on the website without notice at any time in its sole discretion.

Protokol Inc. does not accept any responsibility or liability for any interruption or discontinuance of any or all functionalities of the website or Service for any reason other than agreed elsewhere directly with the User.

Protokol Inc. is under no obligation to update any information contained on the website. Protokol Inc. reserves the right at its sole discretion, to terminate access to all or part of the website or the Service with or without notice.

### **Copyright Notice**

The content and Service of the websites listed above (<https://zpoken.ai/> ; <https://zpoken.io/> ; <https://anryze.com/>) are the property of Protokol Inc or used under licence from third party copyright owners, and protected by copyright and any other intellectual property rights. Except as otherwise provided, the content published on this website may be reproduced, transmitted, rebroadcasted, published or distributed in unmodified form for personal non-commercial use only or with the expressed written consent of Protokol Inc. Subject to the licence below, all rights not expressly granted herein are reserved. All copyright and other proprietary notices shall be retained on all reproductions.

### **Licence to Use Website**

You may use the website and the information and material therein to upload audio files, edit, share and export them on a non-exclusive basis. With the exception of audio files that you have personally to your Protokol account:

You must not republish material from this website (including republication on another website), or reproduce or store material from this website in any public or private electronic retrieval system;

You must not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit our website or material on our website for a commercial purpose, without our express written consent;

You must not use any photographs, graphics, video or audio sequences separately from any accompanying text.

You must not alter, decompile, edit or otherwise modify any material on the website.

We grant you a licence to use any software applications included in the website and for the purposes made available on the website only. You must not translate, adapt, alter, modify, distribute, decompile or reverse engineer that software for any purpose, create any derivative works based upon it, permit it to be combined with any other software, provide access to it or use it to provide services to third parties except to the extent that we are required to permit this by applicable law. You may not use the software other than as specified in these terms without our prior written consent. Your use of any services, software, information and materials available on the website may be subject to additional terms and conditions about which Protokol will notify you at the time of downloading or access. Your download or use of such services, information and

materials will indicate your acceptance of those additional terms. If you do not agree with these additional terms and conditions, please do not use the Services.

### **Limitations of Liability**

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website. Although care has been taken to ensure the accuracy of the information on this website, Protokol Inc. assumes no responsibility therefore. All content is provided “as is” and “as available.” Protokol Inc. hereby expressly disclaims any representations or warranties of any kind, express or implied, including without limitation warranties of merchantability, fitness for any particular purpose, non-infringement, or as to the operation of this website or the content. Protokol Inc. does not warrant or make any representations as to the security of this website. You acknowledge any information sent may be intercepted. Protokol Inc. does not warrant that the website or the servers which make this website available or electronic communications sent by Protokol Inc. are free from viruses or any other harmful elements.

In no event shall Protokol Inc. be liable for any direct, indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption) resulting from, arising out of or in connection with the use of, or inability to use this website or the content, even if Protokol Inc. has been advised of the possibility of such damages. Any action brought against Protokol Inc. pertaining to or in connection with this website must be commenced and notified to Protokol Inc. in writing within one (1) year after the date the cause for action arose. Nothing in this disclaimer shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability, which cannot be excluded or limited under applicable law.

### **Links to This Website**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out in these Terms will apply to the User using this website by linking to it.

### **Links to Other Sites**

From time to time the website may also include links to other third party websites that are not under the control of Protokol Inc.. These links are intended to provide further information and are not intended to signify that Protokol Inc. endorses such websites and/or their content or is in any way affiliated with the linked website. Protokol Inc. has no responsibility for the content of the linked website. It is your responsibility to check the terms and conditions of any other website you may visit. Further links provided by the website or resources are not investigated, verified, monitored, or endorsed by Protokol Inc. and are used at your own risk.

## **Submission**

You warrant that any information, images, comment or data of any nature you submit to the website, by email or otherwise, is not defamatory or offensive, untrue, racially offensive or an incitement to racial hatred or otherwise in breach of an individual's right to privacy or human rights or actionable in law in any jurisdiction. In the event that you do submit such material on the website, Protokol Inc. reserves the right to remove it without reference to you and co-operate with any investigation by the authorities or court order relating to it, any and all consequences that may directly or indirectly follow will be entirely your responsibility not the responsibility of Protokol Inc.. You agree to indemnify and hold Protokol Inc. harmless from any action or consequences that may arise in such circumstances, including any claims by third parties. You further warrant that any data of any third party provided by you, whether by sending messages to our email addresses, filling in any forms, using any online chat service or otherwise, is provided by you with the full informed consent of the relevant party and is accurate. Protokol Inc. shall have the right to disclose your identity to any third party who is claiming that any information or material provided, posted or uploaded by you to the website constitutes a violation of their intellectual property rights or of their right to privacy without liability to you.

## **Confidential Information and Disclosure**

In connection with providing the Service, it may be necessary or desirable for you or Protokol Inc. to disclose to the other certain non-public Confidential Information. For purposes of these Terms, 'Confidential Information' shall mean all non-public, confidential and proprietary information relating to the Parties, their respective clients and the Service, which has been or will be disclosed by a Party orally or as set forth in writing, or contained in some other tangible form. The receiving Party hereby agrees to hold in strict confidence and to use all reasonable efforts to maintain the secrecy of any and all Confidential Information disclosed by the disclosing Party under these Terms and may not disclose Confidential Information without the express, written prior consent of the disclosing Party, with the exception of the following:

Information that, at the time of disclosure, is available to the public, or thereafter becomes available to the public by publication or otherwise, other than by breach of this Agreement by the receiving Party.

Information that the receiving Party can establish by prior record was already known to them or was in their possession at the time of disclosure and was not acquired, directly or indirectly, from the disclosing Party.

Information that the receiving Party obtains from a third party; provided however, that such information was not obtained by said third party, directly or indirectly, from the disclosing Party under an obligation of confidentiality toward the disclosing Party.

Information that the receiving Party can establish was independently developed by their employees or contractors who had no contact with and were not aware of the content of the Confidential Information.

The receiving Party may disclose Confidential Information if compelled to do so by a court, administrative agency or other tribunal of competent jurisdiction, provided however, that in such case the receiving Party shall, immediately upon receiving notice that disclosure may be required, give written notice by facsimile and overnight mail to the providing Party so that the providing Party may seek a protective order or other remedy from said court or tribunal. In any event, the receiving Party shall disclose only that portion of the Confidential Information which, in the opinion of their legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court or tribunal through protective orders, filings under seal and other appropriate means.

The receiving Party shall not use the Confidential Information for any purpose other than in connection with the Service or to improve or develop new services. The receiving Party will only disclose Confidential Information to their directors, officers, employees, agents, service providers or associated companies, as applicable all of which are to be bound by terms no less onerous than these Terms.

The receiving Party shall take all reasonable steps, including, but not limited to, those steps taken to protect their own information, data or other tangible or intangible property that they regard as proprietary or confidential, to ensure that the Confidential Information is not disclosed or duplicated for the use of any third party, and shall take all reasonable steps to prevent their directors, officers, employees and agents (as applicable) who have access to the Confidential Information from disclosing or making unauthorised use of any Confidential Information, or from committing any acts or omissions that may result in a violation of these Terms.

Upon written request of the disclosing Party, the receiving Party shall return promptly to the disclosing Party all materials and documents, as well as any data or other media (including computer data and electronic information), together with any copies thereof, or destroy said Confidential Information and upon request of the disclosing Party, provide a certificate of destruction

Protokol Inc. processes information about visitors to the website and information received in accordance with the Statement. By using the website, you consent to such processing and you warrant that all user data that you provide is accurate.

### **Restricted Access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion. If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or Services, you must ensure that your user ID and password are kept confidential. You accept responsibility for all activities that occur under your user ID or password. We may disable your user ID and password at our sole discretion, if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

**Entire Agreement**

This site information constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

**Law and Jurisdiction**

This site information will be governed by and construed in accordance with US law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the US courts.

**Contacting Us**

Please do not hesitate to contact ([hi@zspoken.ai](mailto:hi@zspoken.ai)) us regarding any matter relating to these Terms or the Statement.