Terms and Conditions

1 General

1. Wherever these Terms and Conditions differ from an existing contract or service agreement, the conditions of the contract or service agreement take precedence.

2. Governing law and jurisdiction: The terms of this agreement shall be governed and constructed in accordance with the law of Queensland, Australia, and the parties submit to the jurisdiction of the Courts of Queensland and the Commonwealth of Australia.

2 Definitions and Interpretation

1. 'Pacific Transcription/we/us' means Pacific Solutions Pty Ltd ABN: 67 100 292 171, any employees, agents or subcontractors of Pacific Transcription.

2. 'Rates brochure' refers to any of Pacific Transcription's standard pricing brochures and individual client rates letters as applicable in the current calendar year.

3. 'Client/you' means anyone by whom Pacific Transcription has been engaged in the provision of services.
    i. 'Research clients' are clients to whom the research rates brochure applies, that is, clients who utilise Pacific Transcription services for the transcription of research or other interviews or focus groups.

    ii. 'Professional dictation clients' are clients to whom the professional rates brochure applies, that is, clients who utilise Pacific Transcription's services for transcription of professional dictation, whether it be medical, legal, or otherwise in nature.

4. 'Transcript' means the typewritten version of audio either provided by the client to Pacific Transcription or recorded by Pacific Transcription, and transcription means the production of a transcript by Pacific Transcription.

5. 'Manager' refers to a duly authorised manager of Pacific Transcription.

6. 'Personal information' means the information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

7. ‘Confidential information’ means information that:
    i. is by its nature confidential;

    ii. is identified (whether in writing or not) as confidential by the client to Pacific Transcription;

    iii. Pacific Transcription knows or ought to know is confidential;

8. Words importing a gender include the other; words in the singular number include the plural and vice versa; and references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

3 Supply of Services

1. Pacific Transcription provides a transcription, typing, and document-production service for businesses, institutions and also individuals.
    i. Pacific Transcription is also a supplier of digital audio recording equipment and qualitative analysis software programs.

    ii. Pacific Transcription also provides stenography, minute taking and live and remote captioning services

2. Pacific Transcription may be engaged in the provision of services explicitly, by verbal and written negotiation, or implicitly, by the provision of audio to Pacific Transcription by a client for the purpose of transcription.

3. You acknowledge that by:
    i. uploading a file to the Pacific Transcription website;

    ii. submitting a request to Pacific Transcription for the provision of services (whether as an order form or otherwise); or

    iii. otherwise communicating to us your acceptance of these Terms and Conditions, you agree to be bound by the Terms and Conditions set out herein. If you do not agree to these Terms and Conditions please do not proceed to request our services.

4. Pacific Transcription reserves the right to decline to engage in the supply of services to any client. This will usually be as a result of very poor-quality audio. If Pacific Transcription declines to engage in the supply of services to a client, the client will be notified.

5. Supply of services may be carried out by either a Pacific Transcription employee or an authorised Pacific Transcription subcontractor.

6. Pacific Transcription may from time to time include clients' company logos on promotional material. If you do not wish to have Pacific Transcription use your company logo on promotional material, please notify us.

7. We reserve the right to amend these Terms and Conditions or any information or material appearing on the Pacific Transcription website at any time, without liability or further notice to you. By placing an order with us following an amendment to our Terms and Conditions, you are accepting the amended Terms and Conditions.

4 Rates

1. Rates brochures are available either:
   i. in a client account login;

   ii. in a separate rates letter/client agreement; or,

   iii. in the case of prospective clients, by email.

2. Upon providing Pacific Transcription with audio for transcription, it is deemed that you have read, understood and accepted all information contained in the rates brochure, and are liable for all subsequent transcription costs incurred by us.

3. Itemised quotations for cost of services are provided in good faith and are an approximation of anticipated charges based on information provided by a client. A precise assessment of final charges will be made once the audio has been received and typed, and other factors relevant to the transcription of the audio are known. Pacific Transcription reserves the right to alter the final charges made to clients, in line with the rates brochure, where circumstances change.

4. For research clients, pricing is based on a rate per audio minute, dependent on audio quality.
   i. 'Audio minutes' refers the to the total minutes of transcribed audio per file, with each file rounded up to the nearest whole minute.

   ii. 'Audio quality' is rated from low through to high, with 'low' audio charged at a higher rate in line with our standard rates.

5. For professional clients, pricing is based on a rate per line or per audio minute, depending on the negotiated agreement.

i. ‘Per line’ has the meaning attributed in our rates sheets, namely: every 65 characters with spaces (i.e. 65 keystrokes), but not white space. This can be audited against the Microsoft Word character count. Part lines are rounded up to the nearest whole line.

6. For stenography and captioning clients, pricing is based on a rate per hour of attendance, and the number of pages of transcript produced. Minimum hourly rates apply to both on-site attendance and remote attendance.

7. For minute taking clients, pricing is based on a rate per hour of the meeting. Where applicable, minimum hourly rates apply to on-site attendance and remote attendance.

8. In special circumstances, Pacific Transcription is able to provide an enforceable pricing agreement with a client. To do so, the entirety of audio subject to the pricing agreement needs to be provided by the client in order for Pacific Transcription to make an assessment of anticipated costs.

9. The decision as to whether or not a discount is applicable is at the discretion of the Pacific Transcription manager and is determined on a case-by-case basis, however this will be confirmed with the client prior to any costs being incurred.

10. All audio is automatically deleted from the client’s online account once the completed transcript has been returned to the client.

5 Invoicing

1. An invoice for work completed is issued approximately fortnightly for research clients (unless other arrangements have been made), monthly for professional clients and, shortly following completion of each event for stenography or minute taking clients.

2. Pacific Transcription reserves the right to require credit card details at the time of booking, to require pre-payment, to require payment before release of a transcript, to issue invoices more frequently to new clients, and also to require payment of outstanding invoices before continuing to provide services.

6 Payment

1. Any client residing within Australia has the obligation to pay GST upon any service provided by Pacific Transcription.

2. Pacific Transcription reserves the right to charge late fees on overdue amounts at a rate of 10% of the outstanding balance or $25, whichever is greater, per month.

i. Late fees will be charged after an invoice remains outstanding for 60 days from the date of invoice.

3. Pacific Transcription retains ownership of all transcripts until the invoice for those transcripts is paid and reserves the right to take reasonable measures to recover costs from invoices outstanding greater than 60 days.

4. In the event of a cheque from client being refused by the bank, or a refund being made by the credit card, the client will be responsible for all bank charges resulting from the returned cheque/credit card refund.

5. In the event of invoices remaining unpaid, Pacific Transcription has the right to commence legal proceedings to recover the debt.

6. Pacific Transcription reserves the right to charge client's credit card where payment has not been received within 10 days of completion of work.

7. Clients residing outside Australia should note that whilst invoices are issued in local currency, credit cards are debited in Australian dollars (AUD). When reviewing credit card debits by Pacific Transcription, clients should allow for small price differences caused by short term currency exchange rate fluctuations.

8. Prepayment for transcription is available at the discretion of the manager, and such funds provided to Pacific Transcription with this purpose in mind remain in your credit until the credit is either exhausted by payment for services, or the period of two years from the date of prepayment has lapsed.

9. Surcharges apply for all payments made by credit card.

10. Invoice payment is to be made in full and without deduction or offset of fees or charges levied by the client's financial institution.

7 File Retention Period and Purging

1. For security and confidentiality purposes, Pacific Transcription purges all client transcripts and audio files from client accounts approximately three months after completion of the transcript. From 1 April 2025, irretrievable purging of all transcripts and audio from all Pacific Transcription servers will occur approximately 36 months after notification to a client that transcripts have been completed.

2. Pacific Transcription has historically offered an archiving service in which completed transcripts (and, by negotiation, audio) were kept on Pacific Transcription's server for

as long as the archiving fee continued to be paid by the client. Subscriptions to this service have been ended and this service is no longer available.

3. Unless agreed otherwise, a secure offline backup of completed work has historically been maintained: this ended as of 31 March 2025. Where possible, files that have been cleared from a client account but not yet fully purged may be retrieved for a small retrieval fee outlined in the rates brochure.

8 Turnaround

1. Except where another arrangement exists, turnarounds detailed in rates brochures operate as guidelines only and may vary depending on audio quality and volume of work. Turnarounds are not enforceable in any way. Pacific Transcription endeavours to meet all reasonable requests for specific turnaround times, and the client may add notes via their secure client login at the time of audio file upload or by emailing the Operations Team prior to commencement of the transcription job, detailing a specific turnaround request to any audio uploaded. Pacific Transcription will notify the client if any reasonable deadline specified in a note is unlikely to be met.

9 Style

1. Pacific Transcription's standard style (sometimes known as 'intelligent verbatim') will be used for all transcripts of interviews/focus groups (and other multi-speaker recordings) unless otherwise agreed. In order to improve the readability of the transcript, the standard Pacific Transcription style excludes false starts, repeated words, verbal acknowledgements (when not pertinent to the meaning of the transcript), repetitive speech habits, over-speaking and trailing off.

2. Unless instructions are given to the contrary, dictations will be transcribed using the exercise of reasonable care, skill and discretion by the typist, with regard to punctuation, capitalisation, and spelling of words. This applies to all professional transcription.

10 Trials

1. Where requested, and at the discretion of the Managing Director, Pacific Transcription may offer a free trial of services for 10 minutes of audio for the purpose of confirming template, style and quote specifications.

11 Cancellation

1. Where a file booked for standard turnaround is cancelled and work has not yet commenced, there is no fee charged for cancellation.

2. Where a file booked for any turnaround faster than standard turnaround is cancelled and work has not yet commenced, a cancellation fee may apply.

3. Where transcription of a cancelled file has been commenced, the client will be charged for the audio minutes transcribed at the time of cancellation.

4. Where transcription of a cancelled file has been completed, the full amount for transcription of the file is payable.

5. Where the service provided by Pacific Transcription involves urgent turnaround files or the attendance of stenographers/court reporters/minute takers, cancellation less than five business days prior to the attendance date will incur loss of deposit/attendance fees, and/or any other term specified in a letter to the client regarding this service, unless this is explicitly waived at the discretion of the manager.

12 Dispute Resolution

1. Although all transcripts are quality assured prior to return to client, it must be noted that the final checking of transcripts is the responsibility of the client.
    i. Pacific Transcription will comply with any reasonable request for correction of typing without charge, but does so at the manager's discretion, taking into account quality of audio, nature of transcript, and types of errors.

    ii. A request for the correction of a transcript must be made within 14 days of issuance of invoice for the transcript.

    iii. Pacific Transcription is not liable for any charges the client might incur correcting a transcript.

2. Pacific Transcription endeavours to resolve all disputes to the satisfaction of a client and aims to do so in a peaceable and amicable manner. If any dispute or difference arises out of, or in connection with, these Terms and Conditions which are unable to be resolved by negotiation, then Pacific Transcription and the client agree that the dispute shall be submitted to an independent mediator appointed by agreement between Pacific Transcription and the client. Any disputes regarding the quality of a transcript should be assessed by a mediator familiar with the nature and standard

practices of the industry. Each party is to bear its own costs for mediation. In the event that either Pacific Transcription or the client should fail or refuse to agree to, or participate in, this dispute resolution procedure, then either party shall be free to seek to resolve matters by obtaining independent legal advice.

3. Pacific Transcription will provide appropriate avenues for clients to state and resolve any grievances about the service received without fear of penalty or victimisation.

4. All grievances will be handled according to Pacific Transcription's Terms and Conditions, Risk Management, Privacy and Confidentiality policies.

5. Consumers of Pacific Transcription services are able to lodge complaints in the following ways:
   Via email: To the Enquiries Team, enquiries@pacifictranscription.com.au or enquiries@pacifictranscription.co.nz.
   Via post: PO Box 2340, Milton QLD 4064 Australia.

   i. Complaint details will be recorded, including: date of the complaint, name and contact details of the complainant (this information will be kept confidential), a record of the investigations undertaken, the nature of the complaint (including subject and details of the matter), final action taken and the date and manner in which the complainant was informed of the outcome.

   ii. The complainant will be notified within 10 business days from the notification of the complaint as to the process being undertaken to reach a resolution and will be informed as to the final outcome and/or updated as appropriate. Company representatives will be given the opportunity to answer any complaint.

13 Warranties and Liability

1. Pacific Transcription warrants that services will be provided using reasonable care and skill, and that all workers are subject to strict confidentiality agreements, have appropriate experience and have undergone a rigorous quality review process.

2. Sale of goods and services:

   i. Where Pacific Transcription supplies in connection with the provision of the services any goods supplied by a third party, such as the sale of merchandise, Pacific Transcription does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the client the benefit of any warranty, guarantee

or indemnity given by the party supplying the goods to Pacific Transcription.

ii. Refunds for sale of goods such as digital audio recorders or software are dealt with in accordance with the manufacturer's standard refund policies and Australian Consumer law.13.2.3 Refunds for transcription will only be considered after a mediation assessment.

3. Pacific Transcription shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from:
    i. any breach by a client of these conditions;

    ii. any client material or instructions supplied by the client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault attributable to the client;

    iii. any use by the client of the transcribed or typed material for illegal or libellous purposes;

    iv. production by Pacific Transcription of any transcript, or the use by the client or anyone else of any transcript.

4. Pacific Transcription recommends that any client material sent to Pacific Transcription through the postal services is sent via Express Post. Pacific Transcription shall not be liable for any loss, damage, costs, expenses or other claims arising from any client material which is lost or damaged through the postal system or of which the client has not retained a copy.

5. Pacific Transcription will not be liable for any loss or damage to any cassettes/discs or other portable storage media, or due to any mechanical failure of a cassette/disc or other form of portable storage media. For this reason, we recommend that clients maintain a duplicate copy of any material provided to us.

6. Force Majeure
    i. Pacific Transcription does not accept liability for failing to supply services due to Acts of God, fire, flood, electrical or telecommunications problems or any other reason beyond our control.

7. All incoming emails, discs, CDs or other media will be scanned for viruses. Pacific Transcription will not open unsolicited emails or email attachments which do not have an accompanying explanatory message.
    i. Pacific Transcription will endeavour to scan all email attachments sent to customers. However, it is the responsibility of all recipients to check

attachments prior to opening the file as no responsibility or liability will be accepted by Pacific Transcription.

14 Confidentiality

1. The client warrants that it has the right to disclose any confidential information which it discloses to Pacific Transcription.

2. The client agrees to save, protect, defend, indemnify and hold Pacific Transcription harmless from and against any and all claims and/or financial losses of any type whatsoever arising from any third-party claim that use of the information disclosed to or by Pacific Transcription hereunder in accordance with these Terms and Conditions violates or infringes any third party's property or proprietary rights of any kind.

3. Pacific Transcription and its operations will at all times adhere to the letter and spirit of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) (Australia) and the Privacy Act 2020 (New Zealand). Pacific Transcription's Privacy Policy is available upon request from Pacific Transcription and is also available for download as a PDF via Pacific Transcription's websites.

4. Pacific Transcription at all times acknowledges that confidential information remains the exclusive property of the client and this Agreement does not convey any proprietary or other interest in the confidential information to Pacific Transcription, except in circumstances where clause 6.3 applies.

5. Pacific Transcription will use the confidential information provided by the client only for the purpose of providing the services to the client.

6. Pacific Transcription agrees that during and after the provision of services:
    i. It will only disclose the confidential information on a 'need to know' basis to its directors, employees, agents or subcontractors for the purposes of providing the services.

    ii. It will inform its directors, employees, agents or subcontractors of their obligation under these Terms and Conditions and will ensure they sign any confidentiality agreements which are necessary to ensure their compliance with these Terms and Conditions and the standards required by the Privacy Act 1988 (Cth) (Australia) and the Privacy Act 2020 (New Zealand).

    iii. Confidential information will be kept in a secure location where it cannot be accessed by any third party.

7. The obligations of Pacific Transcription under these Terms and Conditions will not be taken to have been breached where the confidential information:
    i. is legally required to be disclosed, provided the client is notified promptly in order to contest such a disclosure;

    ii. is or becomes generally available to the public through no wrongful act, omission or breach of these Terms and Conditions by Pacific Transcription;

    iii. was in Pacific Transcription's possession prior to the time it was acquired from the client free from any obligation as to confidentiality and was not acquired, directly or indirectly, from the client;

    iv. has been independently developed or acquired by Transcription;

    v. forms part of a transcript that falls under the conditions set out in clause 6.3 retaining ownership of the transcripts until the invoice for those transcripts is paid.

8. Term and Termination:
    i. obligations as to the non-disclosure of confidential information are ongoing and will survive the expiration or termination of the provision of the services.

9. Waiver and Variation:
    i. a provision or obligation under these Terms and Conditions may not be waived except in writing signed by the party granting the waiver.

    ii. a provision or obligation under these Terms and Conditions may not be varied except in writing signed by the parties.

15 Signing

All clients are taken to have read, understood, accepted and agreed to Terms and Conditions set out above.

For clients who require a signed agreement for their own administrative purposes, please refer to the signing page overleaf.

Signing is optional unless clients require a formal agreement.

IN WITNESS WHEREOF, the parties have read, understood, accepted and agreed to all of the Terms and Conditions contained in this document.

FOR _____ , _____
(Client name) (Company/Institution)

of _____

_____
(Address)

Signature:_____ Signature of Witness:_____

Name: _____ Name of Witness: _____

Position: _____ Date: _____

Date: _____

for **PACIFIC SOLUTIONS PTY LTD**, ABN 67 100 292 171

Signature:_____ Signature of Witness:_____

Name: _____ Name of Witness: _____

Position: _____ Date: _____

Date: _____

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