General Terms and Conditions for the Transcription Service

Provider: Ateleris GmbH, Neumarkt 1, 7. OG, 5200 Brugg, Switzerland (UID: CHE-156.417.861) ("**Ateleris**", "**Provider**")

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1. Scope and Acceptance

1.1 These General Terms and Conditions ("**Terms**") govern the use of Ateleris' API-based speech-to-text service, the "**Transcription Service**", by any business customer ("**Customer**") that has entered into a Customer Contract ("**Contract**") with Ateleris or, once available, has registered via Ateleris' self-service portal.

1.2 These Terms apply together with:

- the applicable **Contract** (or, via the self-service portal, the order confirmation), which sets out commercial terms such as pricing, billing, and any customer-specific arrangements; and
- the **Data Protection Agreement** ("**DPA**"), which governs the processing of personal data.

In case of conflict between these documents, the following order of precedence applies, from highest to lowest: (i) the Contract or order confirmation, for commercial matters (pricing, invoicing, payment, and minimum term); (ii) the DPA, for the processing of personal data; (iii) these Terms; and (iv) the API Documentation. The API Documentation is descriptive: it does not vary the Contract, the DPA, or these Terms.

1.3 By signing a Contract, placing an order through the self-service portal, or using the Transcription Service, Customer accepts these Terms.

2. Definitions

- **"Service"** or **"Transcription Service"**: Ateleris' API allowing Customer to submit audio files and receive automated speech-to-text transcriptions.
- **"API Documentation"**: the technical documentation (endpoints, request/response formats, authentication) provided by Ateleris to Customer, as updated from time to time.
- **"Contract"**: the Customer Contract signed between Ateleris and Customer or, where the self-service portal is used, the order confirmation issued through it, in each case setting out the commercial terms.
- **"Customer Data"**: audio files submitted by Customer and the transcriptions generated from them. Where Customer Data contains personal data, the DPA applies to it in addition to these Terms; "Customer Data" as used in the DPA is that subset.
- **"Personnel"**: Ateleris' employees, contractors, freelancers, and other individuals acting under Ateleris' direction.
- **"Service Data"**: technical and operational data generated by Ateleris' operation of the Service, such as request metadata, timestamps, audio duration and file size, the model used, and status or error codes. Service Data does not include the content of audio files or transcriptions.

3. The Service

3.1 The Transcription Service converts audio submitted via the API into text, using automated speech recognition models made available by Ateleris (currently, among others, a Swiss-German-specialized model and a general-purpose model; the model used per request follows the configuration set out in the API Documentation).

3.2 Supported audio formats, file size and other technical limits are set out in the API Documentation and may be adjusted from time to time, subject to §14.2.

3.3 Depending on the response format requested and parameters supplied, output may include, where supported, confidence scores, timestamps, and speaker IDs at segment and/or word level, as described in the API Documentation.

3.4 **Rate limits and capacity.** Ateleris currently applies no fixed rate limit, request quota, or parallel-processing limit, and processes requests on shared, non-dedicated infrastructure. Ateleris may introduce rate limits, quotas, or fair-use measures at any time to protect service stability, with reasonable advance notice where practicable. Customer should notify Ateleris in advance of any anticipated significant increase in load (e.g. onboarding of a large number of end customers) so that capacity can be planned accordingly; Ateleris does not guarantee that unannounced load spikes will be handled without degradation.

3.5 **Deployment options.** These Terms apply to use of Ateleris' shared, multi-tenant API instance. Private cloud or on-premises deployments are available under separate terms to be agreed individually and are not covered by these Terms.

3.6 **Processing location.** Ateleris processes Customer Data on infrastructure located in Switzerland, operated by Ateleris and by the sub-processors listed in Annex 3 to the DPA, table "Sub-processors (Customer Data, Ateleris as processor)". Ateleris will not process Customer Data outside Switzerland without Customer's prior written consent, except where required to comply with a legal obligation. This commitment applies to all Customer Data, whether or not it contains personal data.

4. Access and Use of the Service

4.1 Ateleris will provide Customer with API access credentials (API key, as described in the API Documentation). Customer must keep credentials confidential and is responsible for all activity under its credentials. Customer will notify Ateleris without undue delay if it suspects that credentials have been disclosed to or used by an unauthorized person. Ateleris may revoke credentials or require their rotation where reasonably necessary to protect the Service, and will issue replacement credentials without undue delay.

4.2 Customer must have all necessary rights and, where applicable, a lawful basis to submit audio content to the Service, including any consents or notices required under applicable data protection law. Where Customer's audio recordings contain personal data of third parties (e.g. voicemails, call recordings), Customer is responsible for ensuring that affected individuals are informed, before recording, of what data is collected, why, how long it is kept, who can access it, and their rights.

4.3 Customer will not use the Service for unlawful purposes, to process content it has no right to process, or in a way that threatens the security, integrity, or availability of the Service.

4.4 **Prohibited content.** Customer will not submit audio that it is unlawful to possess, process, or transmit under Swiss law or under the law applicable to Customer, including in particular material depicting the sexual abuse or exploitation of minors. Customer further warrants that any recording of a non-public conversation or of the private speech of others submitted to the Service was made lawfully, in particular with any consent required under Art. 179bis and 179ter of the Swiss Criminal Code. Ateleris does not monitor, review, or screen Customer Data and is under no obligation to do so. Where Ateleris nevertheless becomes aware of material of the kind described in the first sentence, it may suspend access with immediate effect and without prior notice, and may preserve and disclose the material and the associated account data to the competent authorities.

4.5 **Indemnity.** Customer will indemnify Ateleris against third-party claims, and against fines imposed on Ateleris by a supervisory authority, arising from Customer Data or from Customer's use of the Service in breach of §§4.2 to 4.4, provided that Ateleris notifies Customer of the claim without undue delay, allows Customer to direct the defense, and does not settle without Customer's consent. This indemnity is not subject to the limitation of liability in §12.

4.6 Ateleris may suspend access if reasonably necessary to protect the Service or other customers (e.g. security threats, suspected abuse, non-payment under the Contract), and will where practicable notify Customer and restore access promptly once the issue is resolved.

5. Service Levels

5.1 **Availability.** The Service is provided on a best-effort basis. Customers with specific availability or response-time requirements may request a dedicated Service Level Agreement, to be agreed separately. A dedicated Service Level Agreement may require a private cloud deployment.

5.2 **Support.** Ateleris provides support by email to transcription@ateleris.ch during business hours, Monday to Friday, 09:00–12:00 and 13:00–16:00 (Swiss time), excluding public holidays in Brugg AG. Ateleris targets a response within 24 hours of a support request during business hours, on a best-effort basis and not as a guaranteed SLA. A general phone line is available (+41 56 511 24 42) which routes to support.

5.3 **Processing performance.** Transcription processing times depend on file length, model, and current system load, and are provided for guidance only, not as a guaranteed turnaround time, unless otherwise agreed in a dedicated SLA. As guidance, transcription without diarization typically runs at approximately ten times faster than realtime, i.e. roughly 6 minutes of processing for 60 minutes of audio. Diarization increases processing time.

6. Fees and Payment

Fees, invoicing, and payment terms are set out in the applicable Contract or, once available, the order confirmation issued via the self-service portal. This section is intentionally kept general in these Terms so that they remain valid regardless of how the commercial relationship was established. Default interest, reminder charges, and suspension of the Service for non-payment are governed by the Contract and by §4.6 of these Terms.

7. Data Protection

The processing of personal data in connection with the Service is governed by the DPA, which forms an integral part of the agreement between Ateleris and Customer. The processing-location commitment in §3.6 applies to all Customer Data, whether or not it contains personal data. Where Ateleris processes personal data as controller rather than on Customer's behalf — including Service Data, and the contact and billing data of Customer's personnel — that processing is described in Ateleris' Privacy Notice, which is attached. The Privacy Notice is provided for information, is not incorporated into these Terms, the DPA, or the Contract, and does not vary them.

8. Confidentiality

Each party will keep confidential any non-public information received from the other party in connection with the agreement and use it only to perform the agreement, except where disclosure is required by law. Each party will ensure that its Personnel, and any third party to whom it discloses the other party's confidential information, are bound by confidentiality obligations at least as protective as this Section. This Section survives termination for five years, and indefinitely in respect of information that constitutes a trade secret.

9. Intellectual Property

9.1 As between the parties, Customer retains all rights in the audio it submits and in the resulting transcriptions ("Customer Data"). Ateleris does not claim ownership of Customer Data.

9.2 Ateleris and its licensors retain all rights, title, and interest in and to the Service, including the underlying software, models, and documentation. No rights are granted to Customer other than the right to use the Service as set out in these Terms.

9.3 Ateleris does not use Customer Data to train or improve its models, except where Customer has separately and explicitly agreed in writing to provide data (audio and reference transcripts) for a dedicated model-training engagement.

9.4 Ateleris may generate and use aggregated, non-identifying statistics derived from Service Data (for example request volumes, error rates, and distributions of audio duration) to operate, secure, support, and improve the Service. Such statistics contain no Customer Data and do not permit the identification of Customer or of any data subject. This does not affect §9.3 of these Terms nor §4.10 of the DPA.

10. Accuracy Disclaimer

The Service uses automated speech recognition and does not guarantee complete accuracy of transcriptions. Customer is responsible for reviewing transcriptions before relying on them for any purpose where accuracy is material.

11. Warranties

Except as expressly stated in these Terms or the Contract, the Service is provided without warranties of any kind, to the extent permitted by applicable law.

12. Limitation of Liability

12.1 To the extent permitted by law, Ateleris' aggregate liability arising out of or in connection with the agreement, whether in contract, tort (including negligence) or otherwise, shall in no event exceed the **lower of (i) the total fees actually paid by Customer to Ateleris for the Services during the six (6) months preceding the event giving rise to the claim and (ii) CHF 10,000**.

Customer's obligation to pay fees due under the Contract, and Customer's indemnity under §4.5, are not subject to this cap.

12.2 Neither party is liable for indirect, incidental, special or consequential damages, including loss of profit, revenues, anticipated savings, goodwill, loss of data, or loss of business opportunity. This does not limit Customer's obligation to pay fees for the Service actually used.

12.3 Nothing in this Section limits liability for death or personal injury, willful misconduct, or gross negligence, or any other liability that cannot be limited or excluded under applicable law.

13. Term and Termination

13.1 The service relationship is entered into for an indefinite term, unless the Contract specifies a fixed or minimum term (e.g. a minimum commitment period tied to a specific pricing option).

13.2 Either party may terminate the service relationship for convenience by giving the notice period set out in the Contract or order confirmation. Where the Contract specifies no notice period, 30 days' written notice applies. Termination for convenience is subject to any minimum term set out in the Contract.

13.3 Either party may terminate with immediate effect for cause, including material breach not cured within 30 days of notice, or insolvency of the other party.

13.4 Sections that by their nature should survive termination (including confidentiality, intellectual property, liability, and data return/deletion obligations under the DPA) survive termination.

14. Changes to the Service and these Terms

14.1 Ateleris may update these Terms from time to time. For material changes, Ateleris will provide reasonable advance notice (e.g. by email). Continued use of the Service after the effective date of a change constitutes acceptance. If Customer does not accept a material change, Customer may terminate the service relationship with effect from the date the change takes effect, by giving written notice before that date, without regard to any minimum term or notice period that would otherwise apply. Changes required by law or reasonably necessary to maintain the security of the Service may take effect immediately.

14.2 Ateleris may update the Service (including underlying models) provided that the request/response format documented in the API Documentation is not changed in a materially breaking way without reasonable advance notice.

15. Force Majeure

Neither party is liable for delay or failure to perform caused by circumstances beyond its reasonable control.

16. General

16.1 **Assignment.** Neither party may assign the agreement without the other's prior written consent, except to an affiliate or successor in connection with a merger or sale of substantially all assets.

16.2 **Severability.** If any provision is held invalid, the remaining provisions remain in effect.

16.3 **Entire agreement.** These Terms, the DPA, and the applicable Contract (or, via the self-service portal, the order confirmation) constitute the entire agreement between the parties regarding the Service.

16.4 **Notices.** Notices under the agreement must be in writing (email sufficient) to the contact addresses specified in the Contract or, via the self-service portal, as specified on the self-service portal.

16.5 **Language.** These Terms are concluded in English. Any translations provided by Ateleris are for convenience only; in case of discrepancy, the English version prevails.

16.6 **Reference to the business relationship.** Ateleris may name Customer and use its word or figurative mark as a reference customer only with Customer's prior written consent, which may be given by email and withdrawn at any time.

17. Governing Law and Jurisdiction

These Terms are governed by Swiss law, excluding its conflict-of-law rules and excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Brugg, Canton of Aargau, Switzerland, subject to any mandatory statutory place of jurisdiction.
