



Terms and Conditions

Landmark Associates Inc.



2701 East Thomas Road, Suite H.

Phoenix, AZ 85016

(480) 922-1105



This Agreement is between Landmark Associates, Inc., 2701 East Thomas Road, Suite H, Phoenix, Arizona 85016, US (“Landmark”), and you, the client (“Client”) (jointly, “the Parties”). The Parties agree as follows:

1. Recitals and Purpose of this Agreement.

Landmark is an Arizona company engaged in the business of transcribing and translating audio and video media. Client has audio or video media that it desires to have transcribed (“the Media”). Client desires to engage Landmark to transcribe or translate the Media, and Landmark desires to provide transcription or translation services for the Media (“the Services”) to Client. This Agreement sets forth the rights and obligations of the Parties.

2. Provision of the Media.

Together with the Media, Client will provide Landmark an accurate and complete description of the Media, including, but not necessarily limited to the duration of the Media, the number of speakers in the Media, and the quality of the recorded audio in the Media. Audio quality may include such elements as quality of the recording and presence or thickness of accents. Landmark will provide an estimate of the fee based Client’s description of the Media.

3. Transcriptions.

3.1. Evaluation.

Upon receiving the Media, Landmark may perform an evaluation of the Media. Landmark may evaluate the accuracy of Client’s description with respect to the Media, the quality of the recorded audio in the Media, the presence of unintelligible sounds, and other aspects of the Media. Landmark may contact Client to discuss the evaluation of the Media and any factors which may make provision of the Services more difficult than expected based on Client’s description of the Media. Landmark may propose a new fee to Client, and Landmark will not continue with the Services until Client provides its consent. Should Client not provide its consent for Landmark to proceed with the Services, Landmark will charge Client a fee based only on the Services performed.



3.2. Rejection of the Media.

At any time, Landmark may discontinue its performance of the Services with respect to the Media for any reason in its sole discretion. Landmark may discontinue its performance of the Services with respect to the Media if the Media is not as described by Client. If Landmark chooses to discontinue its performance of the Services, Landmark will charge Client a fee based only on the Services performed.

3.3. Production.

Subject to the other sections of this Agreement, Landmark will provide the Services to Client. Landmark will deliver the final product (the "Product") of the Services following completion of the Services. Landmark will deliver the Product in a reasonable amount of time following receipt of the Media. Landmark shall not be liable for delays in delivering the Product which are affected by factors beyond its control.

3.4. Accuracy.

Landmark shall make reasonable efforts to ensure the accuracy of the Services; however, Landmark does not guarantee complete accuracy of the Services. Many factors influence the accuracy of the Services. Inaccurate description of the Media by Client, poor duplication of the Media, degradation of the Media, and other factors can affect the Services. Landmark employs its discretion in punctuation, grammar, and spelling ("Form") in the Media, and Landmark does not guarantee complete accuracy of the Form, though Landmark does strive to adhere to generally accepted Form principles when not inconsistent with the Media. The spoken word often consists of run-on sentences and other irregularities, and Landmark attempts to transcribe such irregularities as presented originally in the Media rather than correct them according to Form principles. It is Client's responsibility to review Media before publishing or disclosing the Media to a third party.

3.5. Return of Materials.

At the completion of the Services, and subject to the other sections of this Agreement, Landmark may purge the Media. Landmark will dispose of the Media if so instructed by Client. Landmark discourages Client from providing any original or master Media ("Originals") for the Services. If Client provides Originals, Client does so at its own risk; damage or loss may occur if the Media is shipped or electronically transmitted between Landmark and Client. To the fullest extent of the law, Client shall indemnify and hold harmless Landmark and its agents, owners, and employees from and against any and all expenses, claims, losses, costs, actions or damages, including attorneys' fees, arising out of or related to damage to or loss of any Media or any content or information from the Media. Client agrees and acknowledges that the Media has no commercial value.

4. Corrections to Transcriptions.

Client has thirty calendar days from its receipt of the Product from Landmark to notify Landmark of any alleged discrepancies in the Product. If Landmark finds that the Product is unacceptable according to its own internal procedures, Landmark will correct the discrepancies so noticed by Client. It is Client's responsibility to notify Landmark of alleged discrepancies; Landmark will not, on its own accord, correct discrepancies.



5. Fees and Payment.

5.1. Fee.

Landmark charges a fee (“Fee”) for the Services based on the following rates.

For each minute of recorded audio for which the Services are provided, Landmark charges the rate indicated on Landmark’s website, typically at <https://www.thelai.com/rates>. Client acknowledges that the rates may change, and that the rate at the time the Media is provided to Landmark determines the rate at which Client will be billed for the Services, unless otherwise agreed in writing by the Parties. Any additional portion of a minute which is greater than five seconds and less than sixty seconds is rounded up to one minute and charged as one minute.

5.2. Factors.

The Fee is dependent on a number of factors, including but not limited to the duration of the audio recording, the rate charged, the number of speakers in the Media, the type of media, the state of degradation of the Media, the size of the overall project for the Services, deadlines or turn-around time requirements imposed by Client, the presence or effect of background noise, tracking features, time stamping features, and verbatim transcription requirements. Landmark reserves the right to alter the Fee during the Services if Client’s description of the Media is inaccurate or if the above or other factors are inconsistent within the Media.

5.3. Payment.

Payment of the entire Fee is due promptly upon completion of the Services. Landmark may withhold the Product from Client until Landmark receives payment in full for the Services.

6. Client Representations.

Client understands that it cannot provide Media to Landmark if Client does not have rights in the Media. Client represents and warrants to Landmark that it holds the entire right, title, and interest in the copyright in the Media, or has a license to the copyright in the Media or other permission to use the Media. Client hereby conveys a non-exclusive license to Landmark to reproduce, prepare derivative works, transcribe, and translate the Media to perform the Services. To the fullest extent of the law, Client shall indemnify and hold harmless Landmark and its agents, owners, and employees from and against any and all expenses, claims, losses, costs, actions or damages, including attorneys’ fees, arising out of or related to any forms of copyright infringement of the Media or any content or information from the Media.

7. Indemnity and Liability.

To the fullest extent of the law, Client shall indemnify and hold harmless Landmark and its agents, owners, and employees from and against any and all expenses, claims, losses, costs, actions or damages, including attorneys’ fees, arising out of or related to the Services. Any damages for which Landmark is liable to Client, and which arise out of or are related to the Services, shall not exceed the Fee.



8. Assignment.

The obligations, rights and benefits of Client under this Agreement may not be delegated, assigned, or transferred without written consent from Landmark. Landmark may assign its rights under this Agreement to another business that (1) is controlled by or affiliated with Landmark or (2) acquires Landmark or the assets of Landmark used in connection with the Services. In the event of any such assignment, all references in this Agreement to Landmark shall, where appropriate, be deemed to refer to the assignee

9. Agency.

Nothing herein contained shall be construed to place the Parties in the relationship of principal and agent, licensor and licensee, partners or joint venturers.

10. Reformation and Severability.

If any section of this Agreement is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.

11. Agreement and Amendment.

This Agreement is the entire agreement of the Parties with respect to the Services. This Agreement may not be the only agreement between Provider and Recipient related to the Recipient's engagement. This Agreement shall not preempt or invalidate any other agreement between the Parties, except as here stated, and if there is any conflict between such other agreement and this Agreement, the other Agreement will control. Landmark reserves the right to make changes to this Agreement from time to time.

12. Governing Law.

Arizona law shall govern this Agreement.

13. Attorney's Fees.

In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses incurred in connection with such proceeding.

14. Execution and Effective Date.

Client acknowledges that it accepts this Agreement by entering Landmark's website and entering the user name and password assigned to Client into Landmark's website. This Agreement is effective as of the date that Client first enters its user name and password into Landmark's website.

