



Terms and Conditions - HelpTalk

Background: HelpTalk is an AI service designed to enhance your experience by providing efficient and accurate interpretations. By using our service, you agree to the terms outlined below.

Service Agreement: This document clarifies how our AI Interpretation Service will be provided and any specific terms that apply to it.

Definitions:

- **Audio Input:** Any audio you provide for interpretation.
- **Initial Text Output:** The text generated from your audio input.

Service Provision:

- We will provide the AI Interpretation Service starting from the date specified in our agreement.
- **Effective Date:** [Insert Effective Date]
- **Pilot Start Date:** [Insert Start Date]
- **Pilot End Date:** [Insert End Date]
- You agree to pay the charges as outlined in the payment section below after the pilot end date.
- We reserve the right to update or change these terms without prior notice. We will make reasonable endeavours to notify the Customer of these changes.
- Subject to the terms and conditions of this Agreement, we shall grant to you a non-exclusive, non-assignable or transferable right for your authorised users to use the service.
- We will take reasonable steps to ensure a continuous service, however we are not responsible for the uptime and availability of any third party systems on which the platform is built.
- Interpreters are not employed by us, and we are not responsible for any errors or omissions in interpretation and will have no liability for any claim arising from information provided.
- We hereby grant you a non-exclusive, non-assignable, non-transferable right to use the services in accordance with these terms.

Customer Obligations

- You may only use the service for lawful purposes.
- You will not authorise or permit any other person to use the service;
 - To send or receive any inappropriate content, information or material;
 - To sell or offer goods or services which are in violation of any laws, regulations or codes of practice.

- You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to use the Service.
- You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Service.
- You are solely responsible for all Internet connections and associated fees required to access and use the Service. We are not responsible for (i) Your access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.
- You shall keep the Authorised User credentials (e.g., usernames and passwords) confidential and not disclose any such credentials to any third party.

Charges and Payment:

- The cost for the AI Interpretation Service is £[TBC] per minute, with a minimum charge of one minute.

Client Feedback During Pilot:

- During the pilot phase of the AI Interpretation Service, we will actively seek feedback from you to ensure the service meets your needs and expectations.
- Your feedback is invaluable to us and will be used to make necessary adjustments and enhancements to the AI Interpretation Service.

Service Suspension:

- We may suspend your access to the AI Interpretation Service at any time if necessary. We will try to give you advance notice whenever possible.

Intellectual Property:

- Any audio you provide is considered your property.
- The text output generated by our service is not included in the deliverables we provide.

Data Protection:

- Any personal data in your audio input or text output is considered protected data.
- We will securely dispose of this data immediately after completing the interpretation.

Confidentiality:

- Your audio input and text output are considered confidential information.

Accuracy:

- You are responsible for verifying the accuracy of the text output. We are not liable for any errors or omissions in the interpretations.

Limitation of liability:

- References to liability in this clause include every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
 - death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; and
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- The Supplier's total liability to the Customer shall not exceed an amount equivalent to 100% of the total amount paid or payable by the Customer in the Year in which the breach or event giving rise to the liability occurred.
- This clause sets out the types of loss that are wholly excluded:
 - loss of profits;
 - loss of sales or business;
 - loss of agreements or contracts;
 - loss of anticipated savings;
 - loss of use or corruption of software, data or information;
 - loss of or damage to goodwill; and
 - indirect or consequential loss.
- Nothing in this clause shall limit the Customer's payment obligations under this Agreement.
- During this Agreement, the Supplier and the Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the services and shall, on either Parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
- This clause shall survive termination of this Agreement.

Term & Termination

- To terminate the Agreement you must email accounts@dalanguages.co.uk with formal confirmation of cancellation, and we shall terminate the agreement.
- On termination of the Service any balance due on termination will be invoiced and collected.
- We may terminate this Agreement, without notice, if you are in breach of any part of this Agreement or suffer Insolvency Proceedings, although your obligation to pay then current charges shall survive termination of this Agreement.
- Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

Product Liability Insurance:

- DA Languages Limited confirms that it holds valid product liability insurance which covers the AI Interpretation Service. This insurance is in place to provide assurance and protection in the unlikely event of any claims arising from the use of the service.

General:

- This document is part of our overall agreement with you.
- The terms outlined here are governed by the laws of England and Wales.

Acceptance: Please sign and return a copy of this document to confirm your acceptance of these terms.

DA Languages Limited

By:

Title:

Signature:

[Client Name]

By:

Title:

Date:

Signature:
