



TRANSCRIPTION SERVICES

TERMS OF SERVICE

SERVICE PROVIDER	Data Analytics Training and Advisory Services
EFFECTIVE DATE	1 January 2023
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DATA ANALYTICS TRAINING AND ADVISORY SERVICES

15 George Silundika Avenue, Harare
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Transcription Services Terms of Service

IMPORTANT These Terms govern every transcription assignment unless alternative terms are expressly agreed in writing. By submitting files, accepting a quotation, issuing a purchase order, paying a deposit or instructing us to commence work, the Client accepts these Terms.

1. Introduction

These Terms of Service (“Terms”) govern the provision of transcription and related services by Data Analytics Training and Advisory Services (“the Service Provider”, “we”, “us” or “our”) to any individual, company, non-governmental organisation, academic institution, researcher, government department or other organisation (“the Client”).

By submitting audio, video or other material to us for transcription, accepting a quotation, issuing a purchase order, paying a deposit or otherwise instructing us to commence work, the Client agrees to these Terms unless alternative terms have been agreed in writing.

2. Services

We provide professional transcription and related services. Depending on the assignment, these may include:

- Audio-to-text and video-to-text transcription
- Interview, focus group discussion and key informant interview transcription
- Meeting, conference, webinar and presentation transcription
- Research and academic transcription
- Verbatim and clean/intelligent verbatim transcription
- Timestamping and speaker identification
- Formatting, basic proofreading and agreed transcript clean-up
- Other related services agreed with the Client

The exact scope of each assignment will be stated in the quotation, work order, email instruction or Transcription Services Agreement.

3. Quotations and Pricing

Fees will normally be quoted based on recorded audio/video duration, expected complexity, number of speakers, recording quality, turnaround requirements, language, formatting requirements and any additional services requested.

Unless otherwise stated, quotations are valid for 14 days from the date of issue.

Where the actual scope, duration or quality of the recordings differs materially from the information supplied when the quotation was prepared, we reserve the right to revise the quotation. The Client will be informed before material additional charges are incurred.

Urgent or expedited assignments may attract an additional fee.

4. Client Instructions

The Client should provide clear instructions regarding transcription style, output format, speaker identification, timestamps, spelling of names and technical terminology, required turnaround time, formatting and any project-specific requirements.

Where no specific instructions are provided, we will apply our standard professional transcription format and reasonable editorial judgement.

5. Audio and Recording Quality

Transcription accuracy depends significantly on the quality of the source recording. Background noise, overlapping speech, poor microphones, weak internet connections, low speaker volume, strong accents, technical terminology or indistinct speech may affect accuracy.

Where words cannot reasonably be identified, the transcript may contain appropriate markers such as [inaudible], [unclear] or timestamps identifying the affected section.

We do not guarantee 100% accuracy where the source recording itself does not permit reliable identification of the spoken content.

6. Turnaround Times

Turnaround times will be agreed for each assignment. The turnaround period begins when all relevant files have been received, the Client's instructions have been confirmed and any required deposit or advance payment has been received.

We will make reasonable efforts to meet agreed deadlines. If circumstances arise that may materially affect delivery, we will notify the Client as soon as reasonably practicable.

Changes to scope or the submission of additional recordings may require revision of the agreed deadline.

7. Confidentiality

We recognise that recordings and transcripts may contain confidential, commercially sensitive, academic, personal or otherwise restricted information.

We undertake to treat Client materials as confidential and to use them only for the purpose of providing the contracted services. Access will be restricted, as reasonably practicable, to personnel or approved subcontractors who require access to complete the assignment and who are subject to appropriate confidentiality obligations.

We will not knowingly disclose Client recordings, transcripts or confidential information to unauthorised third parties except where required by law or authorised by the Client.

Where required, we are willing to execute a separate Non-Disclosure Agreement (NDA) before receiving confidential materials.

8. Data Protection and File Security

We will take reasonable organisational and technical precautions to protect recordings, transcripts and related Client information in our possession.

Client materials will not be used for unrelated purposes without the Client's permission.

Where third-party technology, cloud storage or transcription-support tools are used in delivering the service, reasonable care will be taken to select and use such systems appropriately.

If the Client requires restrictions on the use of particular technologies, including automated transcription or artificial intelligence-assisted tools, this must be communicated before commencement of the assignment.

9. AI and Automated Transcription

Where appropriate, automated transcription or artificial intelligence tools may be used to support the transcription process, followed by human review and editing.

Clients handling highly sensitive or restricted information may request human-only transcription. Such requirements must be agreed before work begins and may affect pricing and turnaround time.

We will not knowingly use Client recordings or transcripts for independent AI model training or unrelated commercial purposes.

10. File Retention and Deletion

Unless otherwise agreed, source recordings and working files may be retained for up to 30 days after final delivery to allow corrections, queries or replacement of delivered files.

After the retention period, such files may be securely deleted from our active systems. A Client may request earlier deletion after confirming satisfactory receipt of the final transcripts.

The Client remains responsible for maintaining its own original recordings and copies of final transcripts. We are not intended to serve as a permanent data-storage or archival service.

11. Client Rights and Recording Consent

The Client warrants that it has the legal right and authority to provide the recordings and other materials submitted for transcription.

The Client is responsible for obtaining any consent, permission or authorisation required for the recording, processing and transcription of conversations, interviews, meetings or other material.

We are not responsible for determining whether the Client lawfully recorded or obtained the material submitted to us.

12. Ownership and Intellectual Property

The Client retains ownership of the original recordings and underlying content supplied to us.

Upon full payment of all applicable fees, the Client will own the final transcript produced specifically for the Client, subject to any pre-existing intellectual property rights.

Our internal templates, methodologies, processes, systems and proprietary materials remain our property.

13. Quality Assurance and Corrections

We endeavour to produce accurate and professionally formatted transcripts. The Client should review delivered transcripts promptly and notify us of any material errors or omissions within seven (7) calendar days of delivery.

Where a reported issue results from our transcription error and falls within the agreed scope, reasonable corrections will be made without additional charge.

Changes resulting from revised Client preferences, additional formatting instructions, poor source audio or changes to the original scope may be treated as additional work.

14. Payment Terms

Payment terms will be stated on the applicable quotation or invoice. We require a deposit before work commences.

Unless otherwise agreed in writing, the balance becomes payable upon completion and delivery of the assignment. For large projects, milestone or batch-based payments may be agreed.

All applicable bank charges, transfer fees or transaction costs are the responsibility of the Client unless otherwise agreed.

15. Late Payment

Where an invoice remains unpaid beyond the agreed payment period, we reserve the right to suspend ongoing work, withhold further deliverables or decline additional assignments until outstanding amounts have been settled.

16. Cancellation

A Client may cancel an assignment by providing written notice. Where work has already commenced, the Client will be responsible for payment for work completed up to the effective date of cancellation and any reasonable costs already incurred specifically for the assignment.

Any deposit attributable to work already completed or committed resources may be non-refundable.

17. Limitation of Liability

While reasonable professional care will be exercised in providing the services, transcripts should be reviewed by the Client before being relied upon for critical legal, medical, financial, regulatory, academic or other high-stakes purposes.

To the maximum extent permitted by applicable law, our liability arising from a particular assignment will ordinarily be limited to the amount paid or payable by the Client for the affected transcription assignment.

We will not be liable for indirect or consequential losses arising from the use of a transcript, except where liability cannot lawfully be excluded or limited.

18. Subcontractors and Transcription Personnel

We may engage suitably qualified personnel or subcontractors to assist with assignments. Where subcontractors are used, we will take reasonable steps to ensure that they are subject to confidentiality and data-handling obligations appropriate to the assignment.

Where the Client requires that work must not be subcontracted, this requirement must be agreed in writing before commencement.

19. Force Majeure

Neither party will be liable for delays caused by circumstances reasonably beyond its control, including serious telecommunications failures, power outages, natural disasters, civil disturbances, government restrictions or other events that materially prevent performance.

The affected party should notify the other party as soon as reasonably practicable.

20. Complaints and Dispute Resolution

Clients are encouraged to raise any concerns promptly so that they can be addressed in good faith. The parties will first attempt to resolve any dispute through direct discussion and negotiation.

Where a dispute cannot be resolved amicably, it will be dealt with in accordance with the applicable laws of Zimbabwe.

21. Governing Law

These Terms and any assignment undertaken under them will be governed by and interpreted in accordance with the laws of Zimbabwe, unless otherwise agreed in writing.

22. Changes to These Terms

We may update these Terms periodically. The version applicable to a particular assignment will normally be the version supplied to or accepted by the Client when the assignment was commissioned.

23. Contact Details

Data Analytics Training and Advisory Services
Transcription Services
15 George Silundika Avenue, Harare
Telephone/WhatsApp: +263 719 397 464
Email: info@dataanalysis.co.zw
Website: www.dataanalysis.co.zw

Client Acknowledgement

These Terms may be provided together with a quotation, purchase order, project schedule or Transcription Services Agreement. Where a signed acknowledgement is preferred, the Client may sign below.

Client / Organisation	
Authorised Representative	
Position / Title	
Signature	
Date	
Project / Reference	

Professional. Confidential. Accurate.

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