Terms and Conditions of Service

I (“**Client**”) agree to pay Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC (“**Shelleen** **(Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC**”) for any and all transcription or proofreading work or other services performed by Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC (the “**Work**”) on my or my company’s behalf on audio material or document material submitted by me (“**Source Material**”). Client has reviewed and agrees to the rates on Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC’s website for its services and agrees to pay for all work performed by Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC promptly and in full.

Client is fully aware and agrees that it is responsible for an accurate and truthful description of the audio contained on its Source Material. Regardless of Client’s description of the Source Material, in the event its description is inaccurate, the appropriate classification below will apply for all purposes hereunder, including rates. If Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC determines that its classification of any Source Material is different than the Client’s, it will notify the Client before proceeding with the work. Client agrees that any work performed on a page of an individual file (transcription, proofreading, or Closed Captioning) will be charged and paid for by Client. Any samples up to half a page, or in Closed Captioning the first five minutes, will not be charged to Client.

Client agrees and understands that pricing is based on the number of speakers in an audio file or source. Client agrees and understands that audio variables might increase the price. Client agrees and understands that the level of turnaround time may or may not impact the cost. Client agrees that pricing is based on the level of research required and turnaround time for proofreading. Client agrees that pricing is based on audio variables and turnaround time for Closed Captioning. Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC guarantees a 98% accuracy rate or higher for good audio and legible documents. For Transcription, this is any Source Material that is clearly recorded in a controlled environment (preferably professionally) with one person either talking or interviewing one subject at a time without talking over each other, with minimal background noise interference and no media noise or defects. The format must be recorded digitally, on standard CD or DVD. Client understands that poor duplication procedures can lead to degradation of the original Source Material and could result in a higher price, depending on the degree of degradation (transcription and/or proofreading and/or Closed Captioning). While Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC does its best to get the most accurate transcript possible regardless of the quality of audio, Client should be aware that any audio that does not meet the previous criteria may impact the quality of the transcript and cause it to drop below the 98% accuracy rate. If for some reason, the client is not satisfied with his/her transcript or suggested corrections made on a document and thinks it falls below the 98% accuracy rate and it was good audio and/or a legible document, Client has twenty days to notify Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC so that it can be examined for discrepancy.

The burden of proof rests with Client and Client realizes and accepts that no transcript or document is ever “perfect”. Judgement calls have to be made on punctuation, spellings, grammar, etc. Furthermore, often the spoken word consists of run-on sentences and other grammatically incorrect language. Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC does not correct this grammar, unless specifically requested to do so. It only transcribes what is on the Source Material. Proofread documents will not be changed, only suggested corrections within the documents will be provided for the client to decide to change on his/her own. If its accuracy rate is indeed below 98%, Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC will correct the mistakes free of charge.

All Source Materials are subject to Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC’s acceptance, which it may exercise in its sole and absolute discretion. Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC has the right to reject, in its sole and absolute discretion, any Source Material for any reason; whatsoever, including without limitation that it is considered to be of such poor quality that 1: It is unreadable (illegible), 2. Transcription is not possible 3. The project is beyond Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC’s resources. If the audio or document quality of any Source Material appears to be different than the quality represented by Client, Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC will contact Client and discuss this discrepancy and a possible increased rate. If the parties are unable to agree on the appropriate rate, Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC may decline to work on the project and, in such case, all Source Material will be returned and no Work will be performed by Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC.

If the source audio/video appears to have a large number of inaudibles or questionable words, Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC will contact the client with a half page sample. All work will stop for that particular file until the client has notified Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC if he/she would like to proceed with the file. If the client would prefer to not proceed, Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC will not charge the client for the half page of the sample transcript. Any audio that is completed that is over half a page from the audio/video on a file will be charged to the client as a full page.

If there are long periods of silence within the audio/video this will be noted within the transcript as a parenthetical. If the long silence within the audio/video is a consistent silence, lasting over 30 seconds, the Client will pay an extra fee for the silent period per minute.

While Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC strongly recommends that its clients not submit any original or master Source Materials (“**Masters**”), in the event that Client elects to submit Masters of its original audio or document Source Material, Client shall do so solely at its own risk. Client hereby agrees to indemnify and hold Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC harmless from any expenses, claims, losses, costs, actions or damages, including reasonable attorney’s fees, (“**Claims**”) arising out of or related to damage to or loss of any Source Materials whether Masters or duplicates, including without limitation data and media. While Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC digitizes all audio it receives, it can make no guarantees that the Source Material will be received or returned free from damage during the shipping process. Under any circumstances, Client hereby acknowledges that any Source Materials submitted to Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC have no commercial value; whatsoever. Client agrees to not hold Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC liable for any loss or damages to or destruction of any Source Materials, including those that may occur in shipping or transmission electronically.

Client agrees to pay all shipping costs for submissions and returns of Source Materials, Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC offers Clients different shipping options, but when one is not selected Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC will send Source Material back to Client in the most cost-effect way possible (which will likely be the slowest way possible).

Client acknowledges that Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC bills per page and/or minute of recorded audio/video, not on number of characters, or work hours and bills per page for proofreading a document and not characters or work hours and bills per minute for Closed Captioning a video and not per page or characters or work hours. Any additional seconds of a video (Closed Captioning) that does not make up a full sixty (60) seconds are billed as a minute. Any words on any additional page will be billed as an additional full page. Clients agree to pay the rates prevailing at the time the Work is requested as set forth in the Quick Reference Rates of Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC website. Payment is due upon delivery of the Work to Client. New clients will be required to pay Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC 50% up front before Work will begin. All clients have the option of paying by check, or via PayPal. For clients who are paying by check and have not paid within 60 days, Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC reserves the right to charge a late fee equal to 15% of the billed amount. An additional late fee of 15% will be added after each 30-day billing cycle that the original billed amount remains unpaid. Client further agrees that Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC may hold any Source Materials until it receives payment in full from Client for any Work related to such Source Materials.

This agreement commences as of the date of the first online registration process executed by the Client and terminates upon the termination date of the last service contract in effect between (“the **Parties**”) (Client and Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC). The initial term (the “Terms”) of each service contract will be for a period of twelve (12) months from the date of commencement of service(s) (as defined in the applicable Terms and Conditions of Service), unless otherwise agreed to by both the Parties.

Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC acknowledges that by reason of its relationship with Client, it may have access to certain information and materials contained in Source Materials in relation to the Client’s business, products, services, clients and marketing strategies, legal documentation, legal audio/video that are confidential and of substantial value to the Client (“Confidential Information”). Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC undertakes not to use in any way for its own account not for the account of any third party, nor disclose to any third party such Confidential Information revealed to it by Client unless and until required by court order or other legal process to do so or such information passes into the public domain. No information provided by way of transcription or proofreading or Closed Captioning will be stored on computers. Any transcribed or proofread work will be held for a period of no longer than six weeks in order to accommodate client’s request for additional copies in case of loss or destruction of the original transcript or document. All sound, video, and/or documents and transcripts will be shredded and/or deleted after the stated six-week period.

Client shall not copy, upload, post, publish, transmit, reproduce or distribute in any way, information or other material which is protected by a copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or the right holder or violate any individual’s/organization’s right of privacy, right of publicity, or other rights. The Work and any work product of the Work shall be used solely for lawful purposes only. Client agrees that it will not use the Work or any work product of the Work in any way that is, or is reasonably likely to be, harmful either to Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC customers, operations, or its reputation.

While Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading , LLC strives for a 98% accuracy rate or better for audio/video that is properly recorded, Client agrees to release and hold Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC, its employees, officers, directors, and agents harmless of any Claims or damages that may occur from the publication, quotation, distribution, public use or any other use of a quotation from the Work that may contains typographical or factual or other error or even quotations that are without error. Client agrees that it is its responsibility to proofread and confirm the accuracy of a transcript before information from a transcript is published or printed or otherwise used and Client will not take any action against or include or implicate Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC, its employees, officers, directors, or agents as defendants in any litigation arising out of or related to Client’s use of the Work.

Client hereby indemnifies and hold Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC and its employees, officers, directors, and agents harmless from and against any and all Claims or threat of Claims and damages against Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC and/or its employees, officers, directors, and agents arising out of or related to Client’s Source Materials and any use of the Work based thereon.

Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC shall not be held liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by the Client or any third party, whether in an action in contract or tort or strick liability or other legal theory, even if Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC has been advised of the possibility of such damages. If Client is dissatisfied with the Work, Client’s sole and exclusive option is to have Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC correct mistakes in the Work. Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC’s sole liability for any Claim or loss, damage or expense from any cause whatsoever arising out of or related to this agreement, the Work or any Source Materials, shall in no event exceed sums actually paid to Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC by Client. Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC shall not be liable for any failure or delay in performing its obligations hereunder, if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, hurricane, tornado, strike or labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies or power used in, or the equipment needed for the provision of the Work.

Client acknowledges that checking the box or typing an answer, “By typing your name, you acknowledge, understand, and fully agree with the Terms and Conditions of Service and Privacy Policy” listed on Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC’s website creates a complete and binding agreement between Client and Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC and binds Client to the Terms and Conditions of Service and Privacy Policy listed in this document and the Privacy Policy document in which all prior or contemporaneous agreements are merged. During the Terms and Conditions of this agreement, each instance of provision of services hereunder shall be subject to these Terms and Conditions of Services. Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC reserves the right to make changes to this Terms and Conditions of Service and Privacy Policy agreement from time-to-time. Any such modifications made to it can be found on the current Shelleen (Shellee) McNeese/Cricket Transcriptions & Proofreading, LLC website. This agreement is not assignable by either Party. To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement will not be affected thereby and will remain in full force and effect. All indemnifications and limitations on liability will survive any termination or expiration of this agreement. This agreement and any Claim related directly or indirectly to this agreement shall be governed and construed in accordance with the laws of the State of Texas (without giving regard to the conflicts of law provisions thereof). No such Claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of Texas located in the County of Montgomery or in the United States District Court for the Northern District of Texas, and each of the Parties hereby submits to the jurisdiction of such courts. Each of the Parties hereby waives on behalf or itself and its successors and assigns any and all right to argue in any legal action that this choice of forum provision is or has become unreasonable.