



Kenton County School District | *It's about ALL kids.*

# Issue Paper

**DATE:**

05/13/24

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve:** the purchase of a 12-month renewable online subscription, Streamer, from Auditory Sciences, for use by students who are deaf or hearing impaired.

**APPLICABLE BOARD POLICY:**

**01.1 Legal Status of the Board**

**HISTORY/BACKGROUND:**

The Kenton County School District currently has students requiring a captioning program as a modification documented on the student's Individual Education Plan. A 12-month subscription to Streamer will provide the students with real-time text captions of spoken content, allowing the students to read along with the instruction. This 12-month subscription is specifically designed to assist students with hearing impairments to access spoken language.

**FISCAL/BUDGETARY IMPACT:**

**\$198.00** with annual renewal paid out of Special Education: IDEA B funds

**RECOMMENDATION:**

**Approval to:** purchase a 12-month renewable online subscription, Streamer, from Auditory Sciences, for use by students who are deaf or hearing impaired.

**CONTACT PERSON:**

**Danielle Rice**

**Principal/Administrator**

**District Administrator**

**Superintendent**

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.*

# Auditory Sciences, LLC

# Quote

Date	Quote #
5/3/2024	156513

Name / Address  
 Kenton County School District  
 Meghan Todtenbier

Per your request, the following quotation provides a detailed listing of your items. To accept this quotation please send your purchase order to [sales@auditorysciences.com](mailto:sales@auditorysciences.com) or FAX the order to 866-356-6644. As always, if you have any questions or would like any assistance in placing your order, please feel free to contact us using "[sales@auditorysciences.com](mailto:sales@auditorysciences.com)" or by calling 507-645-8924.

Thank you for your Order,  
 -- The Auditory Sciences' Sales Team

Payment Terms	Delivery	Est. Ship Date	CAGE Code	DUNS NUM		FED TPID
15 days net	Included in Quote	Items are in stock	IT8C4	016087418		41-2007603
Item	Description	Cost	Qty	U/M	Total	
S100.1	<b>STREAMER SUBSCRIPTION - FULL YEAR</b> With your subscription you receive a secure and personal online captioning, note-taking and translation room with all of Streamer's many features that you can use as often as you like and share with as many people as you want. You receive an unlimited number of user accounts. You're welcome to share your room with as many friends, coworkers and family members as desired.	99.00	2		198.00	
					<b>Total</b>	<b>\$198.00</b>



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Date: May 3, 2024

Subject: Requested Contractual Items

SpeechGear (DBA Auditory Sciences) agrees to the following requested items:

- "Opt Out" Clause: Streamer™ subscriptions can be canceled at any time by either party.
- The Contract can have NO Late Fees: No late fees will be charged for late payments.
- Legal Derestriction: Any Potential Court activity and the governing law, including arbitration, will occur Kentucky and/or Kenton County.

As always, if you have any questions please let us know and we'll be glad to assist. We can be reached at +1-507-645-8924 or by email using [accounting@auditorysciences.com](mailto:accounting@auditorysciences.com).

Sincerely,

A handwritten signature in black ink, appearing to read "R. Palmquist".

Robert Palmquist  
*President & CEO, SpeechGear, Inc. and Auditory Sciences, LLC.*



Kenton County School District | *It's about ALL kids*

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

*Dr. Henry Webb, Superintendent of Schools*

**VENDOR ASSURANCES REGARDING PROTECTION OF  
PERSONAL AND CONFIDENTIAL INFORMATION**

**Data Security and Breach Protocols**

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as “KCBOE”) as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver’s license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(5), a “non-affiliated third party” includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act’s notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

SpeechGear, Inc (DBA Auditory Sciences, LLC)

Vendor Name

SpeechGear, Inc., 205 South Water Street, Northfield, MN 55057

Vendor Address

507-664-9123

Vendor Telephone

info@auditorysciences.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Robert Palmquist

Print Name

May 3, 2024

Date



## Privacy and Security – Done Right!

### Our Commitment to Your Privacy

**We take privacy very seriously, always have, always will.** SpeechGear got its start working with the U.S. Department of Defense to develop secure communication systems that allow U.S. and United Nations peacekeeping forces to talk directly with the locals of any country, in any language, at any time, and do so with complete security and privacy. As such, privacy and security are not an accident, or something new to our products and corporate culture. Rather, privacy and security have been and continue to be a key element of everything we do, ever since our beginning back in 2001. This Privacy Policy (“Privacy Policy”) is put together by SpeechGear to help you understand how we protect any information we may collect as you are using our products, including personal information that you may provide to us, or that we may obtain as you are using our products. “Personal Information” includes information that alone or when in combination with other information may be used to readily identify, contact, or locate you or a specific individual.

**We may update this Privacy Policy from time to time, so please check back with us periodically.** There are always changing threats to the ways people may try to access your data. SpeechGear continually monitors these events, and as such to ensure your data is secure we may at time may change this document to reflect updates we make to ensure your data remains private and secure. This Privacy Policy applies to <https://www.streamer.center> (“Website”) and to certain SpeechGear products, and services, including those for consumer use (“SpeechGear Products”). This Privacy Policy explains SpeechGear information practices including:

- How SpeechGear protects the personal information you share with us and that we learn about you because of our relationship.
- What personal information, if any, SpeechGear may share about you and the conditions we use to protect your information if it must be shared.
- Other things you should know about privacy and SpeechGear.

### Protecting Your Data

**SpeechGear does not, nor does it plan to, sell any of your data to anyone, anywhere, at any time.** Unlike “free” captioning and translation systems, with SpeechGear’s products, including of course *Streamer*™, your data is yours alone. You alone control all access to your transcripts, and when you delete the transcript, it is gone forever. There are no backup or archived copies kept by SpeechGear, anywhere.

**SpeechGear does not, nor does it plan to, store or keep any audio, including audio of speech or conversations, that are generated by you as a user.** Recording a conversation has legal implications. If you are doing that without that person's knowledge and consent, then you may very well be in violation of multiple laws. SpeechGear does not store any audio recordings of your conversations. Once the captioning has been generated (which occurs nearly instantaneously), the audio is not saved nor stored by SpeechGear in any location. And because that information does not exist, it is not accessible by anyone at any time, including yourself.

**SpeechGear is designed to be fully compliant with student privacy requirements.** Whether used face-to-face in a school setting or during online education, Streamer™ maintains the highest level of security and privacy to protect students and teachers. The aim of COPPA (the Children's Online Privacy Protection Act) is to protect children's privacy and safety online. COPPA requires companies that collect personal information online from children under age 13 to provide notice of their data collection and use practices and obtain verifiable parental consent. In the educational context, however, schools can consent on behalf of parents to the collection of student personal information — but only if such information is used for a school-authorized educational purpose and for no other commercial purpose. This is true whether the learning takes place in the classroom or at home at the direction of the school. Unlike "free" captioning apps, Streamer™ never sells any information from a captioning transcript to a third-party. Because Streamer is fully COPPA compliant a school would not be required to obtain verifiable parental consent.

**SpeechGear is designed to be fully compliant with the Family Educational Rights and Privacy Act (FERPA).** As per FERPA guidelines, SpeechGear's products do not re-disclose any education records or Personal Identifiable Information (PII) to other parties beyond what is specifically described in this document (such as the name on a credit card when you make a purchase). As per section 34 CFR §99.31(a)(1)(i) for the FERPA requirements, *Schools should use only software products that apply best practices like encryption, strong identity authentication, and a statement and terms of service that explain how the vendor's use of personally identifiable information (PII) from student education records complies with FERPA.* Unlike "free" captioning, translation and note-taking products, SpeechGear's products meet FERPA requirements. Strong protections for all personally identifiable information are in place.

**SpeechGear is designed to be fully compliant with the Health Insurance Portability and Accountability Act (HIPAA).** HIPAA addresses the use and disclosure of individual's health information. A major goal of the HIPAA Privacy Rule is to assure that individuals' health information, like information related to hearing loss, is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being. SpeechGear's products places full control of the captioning transcript in the hands of you, the customer. You alone who defines who can view the captions and who, or if anyone, can download the transcript, and no audio voice recording of captioning transcripts is kept by SpeechGear.



**To help ensure your privacy and secure your data, we do collect and maintain some information.** Information on your user account is used and stored by SpeechGear. Examples include the name of your User Account, the email you entered when you created your account, and your password. These data items are required to ensure that your account is continually protected and to prevent any unauthorized access. By using the Website or SpeechGear Products, you consent to the collection and use of your Personal Information by SpeechGear consistent with applicable data protection law and this Privacy Policy which is expressly incorporated into any applicable Website or SpeechGear Product Terms of Use or End-User License Agreement. You also represent to us that you have any and all authorizations necessary to use these SpeechGear Products including using them to process Personal Information. You acknowledge that SpeechGear does collect and use the information you provide to us, including information obtained from your use of this Website or a SpeechGear Product. We may use or share Personal Information (e.g., name, address, telephone number, email address, and location) where it is necessary for us to complete a transaction or do something that you have asked us to do. Also, we may use some information that we collect for our internal purposes to develop, tune, enhance, and improve our products and services, and for advertising and marketing consistent with this Privacy Policy. By using SpeechGear products and services, you acknowledge, consent and agree that SpeechGear may collect, process, and use the information that you provide to us and that such information shall only be used by SpeechGear or third parties acting under the direction of SpeechGear, pursuant to confidentiality agreements, to develop, tune, enhance, and improve SpeechGear services and products. SpeechGear will not use the contents of any communications provided to us through your use of SpeechGear Products for any purpose except as set forth above. SpeechGear collects and uses information from you in several ways:

**Website or SpeechGear Product Usage.** SpeechGear (or SpeechGear vendors and suppliers) may observe your activities, preferences, and transactional data (such as your IP address and browser type) as well as related usage behavior depending on whether you are using our Website or a particular SpeechGear Product. We may use this data for any purpose unless we tell you otherwise in connection with a particular Website or product. While we may collect or log this information, we do not identify you or match this non-Personal Information with your other Personal Information unless or except if we believe doing so will help us better respond to a request you have made. Where such non-Personal Information is linked to your Personal Information, we will treat such information as Personal Information. For clarity, when we refer to usage of Website or SpeechGear Product Usage Data in this section, we do not mean the contents of your voice data or text and related data derived from the contents of your communications using SpeechGear Products. For information about specific SpeechGear Products, please see specific privacy notices directed to such products.

**SpeechGear Product Usage.** "Speech Data" means the audio files, associated text and transcriptions and log files provided by you hereunder or generated in connection with SpeechGear Products. Speech Data may include Personal Information. SpeechGear Products may require you to enter Speech Data to use and derive the benefits of the particular product. These SpeechGear Products process the Speech Data you input into the SpeechGear Products.

Once the audio has been processed (for example, the captioning has been generated), the audio recording is deleted. SpeechGear does not store any of the audio files that you generate. SpeechGear will not use the contents of any Speech Data provided to us through your use of SpeechGear Products for any purpose except as set forth above.

**E-Commerce.** You may be asked to share Personal Information such as your name, address, telephone number, and email address when you make purchases, seek customer or technical support or otherwise interact with SpeechGear. When you shop online or buy direct from SpeechGear, these purchase transactions may be conducted through SpeechGear vendors and suppliers. Vendors and suppliers engaged by SpeechGear on behalf of SpeechGear may have their use of your Personal Information limited by this Privacy Policy, contractual restrictions, and applicable law. SpeechGear (through its vendors or suppliers) may limit the acceptance of orders to particular jurisdictions and as permitted by applicable law. You may also make purchases of SpeechGear Products; seek customer or technical support through SpeechGear's distributors, resellers, or service providers. In these circumstances, the collection of your Personal Information may occur directly by the distributor or service provider or a third-party partner on their website, which will state the privacy policy or policies governing the collection of such information.

**Product Registration & Technical Support.** SpeechGear may allow customers to register products online or through similar ways. Personal Information or data provided for such purposes may be used to carry out the request, service, or agreement for which the information is submitted. With your consent, we may also use the information you provide in online registration forms to notify you periodically about important changes to the Website or Application (such as a change to this Privacy Policy or notice of a security breach), new SpeechGear products and services, and special offers and promotions that may be of interest to you. If you register, we may ask for, among other things, your name, address, email, telephone number, type of product purchased, or other product-identifying information.

**Children.** The SpeechGear Website and SpeechGear Consumer Products are not directed at children. If you are under 18 or otherwise would be required to have parent or guardian consent to share information with SpeechGear, you should not send any information about yourself to us. As required by law, if a person under 13 submits information through any part of a SpeechGear Website or a SpeechGear Product, and we learn the person submitting the information is such a child, we will attempt to delete this information as soon as possible.

*Failure to register any SpeechGear product will not diminish the rights you have under the applicable product warranty.*

**Online Promotions, Contests and Sweepstakes.** You may be asked to provide an email address or screen name, or other Personal Information, for entry into a particular promotion, including sweepstakes and contests, so that we can let you know if you won a prize. The specific rules and regulations governing the particular promotion, contest or sweepstakes will vary and your participation constitutes your agreement to abide by those rules and regulations. Certain

promotions, contests or sweepstakes may be run by a SpeechGear service provider or vendor or co-branded with one of our partners. In these instances, the collection of your Personal Information may occur directly by the service provider or vendor or a third-party partner on their website. The promotion will state the privacy policy or policies governing the collection of such information if they should differ from this Privacy Policy.

**When SpeechGear may share collected information.** SpeechGear may share Personal Information within SpeechGear to fulfill its obligations to you and operate its business consistent with this Privacy Policy and applicable data protection law. In addition to what is expressly stated in this Privacy Policy, we may also share your Personal Information with third parties in the following situations:

**SpeechGear Affiliates, Vendors and Suppliers.** SpeechGear works with affiliated third parties, vendors, distributors, and suppliers. To the extent it is necessary for these groups to provide their products and services to us and provide products and services you have requested, these third parties may have access to or process your Personal Information and/or Speech Data. SpeechGear may also sometimes permit our authorized service providers to have access to aggregate statistics about our customers, sales, traffic patterns, and related Website or Application information. These transfers of aggregate statistics do not involve Personal Information or data.

**Recruitment and Job Applications.** Residents of the United States may provide us with Personal Information through our Websites. Personal information such as that contained on a resume or curriculum vitae may be submitted in connection with a job application or inquiry. We may use this information throughout SpeechGear (worldwide) for the purpose of employment consideration or your inquiry. We may keep your information on file for future consideration.

**Enabling Services.** SpeechGear offers a variety of services and functions through its Websites ("SpeechGear Services"). Personal Information that is collected through a Website may be used and/or disclosed to third parties in order to enable us to provide SpeechGear Services. For example, a SpeechGear Website may allow you to interface with a third-party website or application. To facilitate that connection, we may use your Personal Information and/or disclose your Personal Information to third parties.

**Public Areas.** Any information disclosed in public areas of a SpeechGear Website or to the extent possible in a SpeechGear Product or other website (Facebook, YouTube, Twitter, etc.) will become public information. We cannot control the use of information disclosed in public forums, such as open rooms on the Websites, forums, bulletin boards, blogs, chat rooms, and networking functions of mobile-device applications. You should exercise caution when disclosing information in these public areas and be careful how you disclose your Personal Information. Content posted in public areas of the SpeechGear Website or SpeechGear Products, including advice and opinions, represent the views and is the responsibility of those who post the content. SpeechGear does not necessarily endorse, support, verify, or agree with the content posted.

**Mergers, Acquisitions, and Insolvency.** If SpeechGear should ever file for bankruptcy or merge with another company, or if SpeechGear should decide to buy, sell, or reorganize some part or all of its business, SpeechGear may be required to disclose your Personal Information and Speech Data to prospective or actual purchasers in connection with one of these transactions

**As Required by Law and Other Extraordinary Disclosures.** SpeechGear may be required to disclose your Personal Information and Speech Data if it: (i) believes it is reasonably necessary to comply with legal process (such as a court order, subpoena, search warrant, etc.) or other legal requirements of any governmental authority, (ii) would potentially mitigate our liability in an actual or potential lawsuit, (iii) is otherwise necessary to protect our rights or property, or (iv) is necessary to protect the legal rights or property of others.

**Security.** If SpeechGear learns of a security system's breach, we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Website or a SpeechGear Product or providing Personal Information to us, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of this Website or SpeechGear Product. SpeechGear may post a notice on the Website if a security breach occurs. If this happens, you will need a web browser or mobile device enabling you to view the SpeechGear Website or Application. SpeechGear may also send an email to you at the email address you have provided to us in these circumstances or communicate with you by other means if we can. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

**Special notice to international visitors and customers.** Because SpeechGear operates globally, we may transfer your Personal Information and Speech Data within our global operations to fulfill our obligations to you, but always subject to the limitations of applicable data protection law and this Privacy Policy. Privacy laws differ across the globe. To help visitors whose native language may not be English understand our privacy practices, we may provide special information on our Privacy Policies that may be applicable to these visitors in different languages. SpeechGear entities outside the United States may have supplemental privacy policies that may apply in those countries.

If you are visiting from the European Union or other regions with laws governing data collection and use that may differ from U.S. law, including those whose privacy laws may be more strict than U.S. law, please note that you are transferring your personal data to the United States to SpeechGear. By providing your personal data you consent to that transfer and processing.

**Marketing communications.** When you provide SpeechGear with Personal Information, we may communicate with you using the information you have given us to provide you with information we think may be of interest to you.

**Your California Rights.** California Civil Code Section 1798.83, permits California residents to request and obtain from us a list of what personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and

addresses of those third parties. Requests may be made only once a year and are free of charge. Under Section 1798.83, we currently do not share any personal information with third parties for their direct marketing purposes. You may choose to opt-out of the sharing of your personal information with third parties for marketing purposes at any time by submitting a request in writing to SpeechGear, Inc, 205 South Water Street, Northfield, MN 55057 or by emailing us at [legal@speechgear.com](mailto:legal@speechgear.com). It is important to note that this opt-out does not prohibit disclosures made for non-marketing purposes or for purposes of assisting us with our own marketing.

**Cookies.** SpeechGear uses “cookies” to help personalize your use of our site, including for storing user preferences, such as your language preference. A cookie is a text file stored on your computer. Cookies store bits of information that we use to help make our site work. They cannot run any code and do not contain viruses. No one can read our cookies except us.

**Information About Cookies.** A cookie is a text file stored on your computer. Cookies store bits of information that we use to help make our site work. They cannot run any code and do not contain viruses. No one can read our cookies except us.

**How We Use Cookies.** SpeechGear uses cookies to improve your experience on this site; some are essential to the proper function of this site. We also use cookies to help us understand how people use our site and to serve SpeechGear ads when you visit other sites.

### **Types of Cookies We Use**

Security: These cookies allow us to secure access to your account

- Preference: These cookies are used to store your preferences like language choice and display of job search results
- Analytics: We track site traffic patterns so we can identify popular site content and potential site problems
- Advertising: We use non-identifiable information about you to show you advertising on our site

**Your Choices Regarding Cookies.** You can choose to have your computer warn you each time a cookie is being set, or you can choose to turn off all cookies. You do this through your browser settings. Each browser is a little different, so look at your browser’s Help menu to learn the correct way to modify your cookies. If you clear your cookies, you will need to opt out again. If you use a different computer or browser, your choices will not be carried over. SpeechGear adheres to the Self-Regulatory Principles for Online Behavioral Advertising from the Digital Advertising Alliance. You can opt out of targeted advertising by third parties by setting your browser to decline third party cookies. You can also delete the advertiser’s cookie each time. Many of the third parties are members of the Network Advertising Initiative. You can opt-out of targeted advertising by all NAI members by visiting the NAI site. The cookies and other information stored in your terminal will not be kept beyond 13 months after your last

expression of consent. Personal Information collected through the cookies will not be kept beyond 13 months as from their collection.

**Changes to this privacy policy by SpeechGear.** If in the future we change our Privacy Policy, we will post the new Privacy Policy on this Website or Application. We reserve the right to change this Privacy Policy in the future. Your continued use of this Website or SpeechGear Product following a change in the Privacy Policy represents consent to the new Privacy Policy to the fullest extent permitted by law. We encourage you to periodically review this Privacy Policy.

**Thanks for Partnering With Us.** Thanks for being part of our team and for reading our privacy policy. By working together, we can ensure that everyone can speak with anyone, anywhere and anytime. If you have any questions, comments, or concerns about this Privacy Policy, please email us at [legal@speechgear.com](mailto:legal@speechgear.com) or write to us at:

SpeechGear, Inc.  
205 South Water Street  
Northfield, MN 55057



Streamtek™

# Terms of Use

SpeechGear Inc. (“SpeechGear,” “www.streamer.center,” “Streamer,” “we,” “us” or “our”) provides the www.streamer.center website (the “Site”), affiliated software and mobile applications (the “Apps”), and the services provided by or through the Site and the Apps (collectively, the “Services”) subject to these terms and conditions of use, and all policies and guidelines referenced herein (as amended from time to time, the “Terms”).

## Services Description

The Services capture audio input through Devices (as defined below) to provide real-time transcription, translation, captions and editing capabilities to empower deaf and hard of hearing individuals and non-bilingual individuals to better participate in conversations. A “Device” is any computer used to access the Services, including, without limitation, a desktop, laptop, mobile phone, tablet, or other device. Subject to the terms, conditions and limitations set forth in the Terms, we grant you a nonexclusive, non-transferable and revocable license to use the Services on any compatible Device.

## Privacy

Please refer to our Privacy Policy for information on how SpeechGear collects, uses and may disclose your information (such as the Account Name and email address you enter when you create a Streamer™ account) when you use the Services. The Privacy Policy is incorporated into and subject to these Terms, and by agreeing to these Terms, you are acknowledging and accepting the Privacy Policy.

## Registration and Creation of an Account

You may be required to register and subscribe with us in order to access and use certain features of the Services. If you are under 13 years of age, you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (e.g., under 18 in the United States), you may only use the Services, with or without registering, with the approval of your parent or guardian. You agree to provide accurate, current and complete information about you as may be prompted by any registration forms (“Registration Data”) and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete. You are responsible for maintaining the confidentiality of your login credentials and account and are fully responsible for any and all activities that occur under your account. You agree to (i) immediately notify us of any unauthorized use of your login credentials or account or any other breach of security; and (ii) ensure that you exit from your account at the end of each session when accessing the Services.

## General Practices and Modifications to Services

You acknowledge that SpeechGear may establish general practices and limits concerning use of the Services, including, without limitation, the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on SpeechGear’s servers on your behalf. The Services may evolve over time as we refine and add more features. We reserve the right to modify, limit, suspend or discontinue, temporarily or permanently, the Services (or any part

thereof) at any time with or without notice. We may also remove any content from the Services at our discretion. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

## **Types of Users, Pricing and Billing**

The different categories of users, the types of Services accessible to the different categories of users, the pricing associated to each category of user, and the billing process may change from time to time in our discretion. Your continued use of the Services after any such changes constitutes your agreement to the changes.

If you are sponsoring another user's account by paying for such user's access and use of the Services (a "Sponsor"), you also agree to be bound by these Terms (and the Privacy Policy as incorporated herein).

If you are using the Services as part of a U.S. government entity, you acknowledge that the Services are "commercial items", "commercial computer software" and "commercial computer software documentation" as defined in FAR section 2.101, and DFARS sections 252.227-7014(a)(1) and (5), respectively. Consistent with DFARS section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government is governed solely by the terms of this Agreement and is prohibited except to the extent expressly permitted by these terms of use.

To use the Services, you may be required to make one or more payments and provide SpeechGear or its resellers information regarding your credit card or other payment instrument. You represent and warrant to us that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay us the amount that is specified in the Services in accordance with the terms therein and these Terms.

**YOU ARE ENCOURAGED TO PERFORM A FREE TRIAL OF SPEECHGEAR'S PRODUCTS PRIOR TO MAKING ANY PURCHASES AS ALL SALES ARE FINAL AND NO REFUNDS WILL BE OFFERED.** All fees that are not paid within 30 days of the date of the charge will be deemed overdue. Any amounts payable which remain unpaid after the date of charge will incur a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid.

**IF YOUR ACCOUNT IS IN A TRIAL PERIOD OR SET TO AUTO RENEWAL, WE MAY AUTOMATICALLY CHARGE AT THE END OF THE TRIAL, OR FOR THE RENEWAL, UNLESS YOU NOTIFY US THAT YOU WANT TO CANCEL YOUR SUBSCRIPTION TO THE SERVICES.**

## **Consent to Use of Data and Communications**

You agree that SpeechGear may collect and use technical data, personal information and related information in connection with your use of the Services, including, but not limited to, contact information and technical information about your Device, system and the Apps, and peripherals, that are gathered periodically to facilitate the features and functionality of the Services and software



updates, product support and other services. You also consent to our communicating with you about the Services or in connection with the features, functions and activities contained in the Services. Please see our Privacy Policy for more information about how SpeechGear collects, uses, stores and discloses personal information collected through our Services, and how to opt-out of communications.

## User Conduct

You acknowledge and agree that when you and others interact with SpeechGear, SpeechGear may capture audio recordings of such interactions (the "Recordings") in order to transcribe, translate and create captions or translations for you (the "Captions"). You agree that SpeechGear and its licensees and contractors may use and store any such Captions and/or Recordings, and any speech data contained therein (the "Speech Data"), including your voice and likeness (and others' voices and likenesses) as may be captured therein, to provide, maintain and improve the Services, including for research and development purposes, and for other purposes as set forth in the Privacy Policy. To the extent that others' voices and likenesses have been captured by you using the Services, you agree that you have obtained the requisite consent required in your jurisdiction from such individuals sufficient to grant a license to SpeechGear as required by these Terms.

You are solely responsible for all information, data, text, audio, sound, Recordings, Captions, Speech Data, images, graphics, messages or other materials that you receive, send, post, publish, display or email or otherwise use via the Services ("Subscriber Content"). You, and not SpeechGear, are responsible for maintaining and protecting all Subscriber Content that you receive, caption, send or store on the Services. If you authorize third parties to access your Subscriber Content through the Services, you agree that we are permitted to provide to them the Subscriber Content, and that we have no responsibility or liability for their use of such Subscriber Content. SpeechGear will not be liable for any loss or corruption of Subscriber Content, or for any costs or expenses associated with backing up or restoring any Subscriber Content. Although we do not pre-screen Subscriber Content, SpeechGear and its designees will have the right (but not the obligation), in our sole discretion, to refuse, remove, screen or edit without notice any Subscriber Content transcribed, stored or available on the Services that we believe violates these Terms or is otherwise objectionable.

The capture of Recordings and the real-time transcription and translation of such Recordings into Captions are not always accurate or error-free and may not reflect the words or intent of the speaker. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any Subscriber Content, including any reliance on the accuracy, completeness, or usefulness of such Subscriber Content.

## User Restrictions

You agree not to do, or authorize or permit any third party to do, any of the following: (i) eavesdrop on conversations without disclosing that SpeechGear and the Services are being used and obtaining consent from such conversers; (ii) use the Services in any jurisdictions where such use would be illegal (e.g., without obtaining the requisite consent from participants, as required in such jurisdiction); (iii) use the Apps and Services for purposes other than for accessibility to or transcription or translation of conversations; (iv) use the services in any situation or application where the translation or captioning quality and/or software performance is of importance including but not limited to the use of the services in medical, emergency response, and/or legal situations and/or applications; (v) create an API

for the Apps or Services or in any way use the SpeechGear generated transcriptions and/or translations within another software application developed by a firm other than SpeechGear or its subsidiaries; (vi) knowingly leave the Apps in the “on” mode so that the Services are being accessed and used on a non-stop, continuous basis; (vii) use the Services to capture, transcribe or caption conversations from the television, radio, video, or other broadcast mediums; (viii) use the Services in high-stakes situations where accurate transcription is important; (ix) copy, reproduce or distribute the Services; (x) sell, license, rent, assign, lease, lend, redistribute or sublicense the Services; (xi) modify, port, translate, or create derivative works of the Services; (xii) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Services by any means (except as and only to the extent any of these restrictions are prohibited by applicable law); (xiii) use the Services for commercial use; (xiv) knowingly take any action that would cause the Services to be placed in the public domain; (xv) remove, alter or obscure any copyright, trademark or other proprietary rights notice or labels on or in the Services; (xvi) interfere with or disrupt the Services or servers or networks connected to the Services; (xvii) breach or otherwise circumvent any security or authentication measures; (xviii) violate any requirements, procedures, guidelines, policies or regulations of networks connected to the Services; (xix) violate any applicable local, state, national or international law, or any regulations having the force of law; (xx) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (xxi) solicit personal information from anyone under the age of majority in your jurisdiction (e.g., under 18 in the United States); (xxii) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; (xxiii) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services; (xxiv) publish anything misleading that is fraudulent, misleading, or infringes another’s rights; or (xxv) promote or advertise products or services other than your own without appropriate authorization.

If you violate any of the restrictions set forth in the Terms, you may incur additional charges, your right to use the Services may be restricted and/or we may terminate your right to use the Services in our discretion. If you have infringed the copyright and other rights of SpeechGear, you may be subject to prosecution and damages. SpeechGear reserves all rights not expressly granted in the Terms, and no licenses are granted by SpeechGear to you under the Terms, whether by implication, estoppel or otherwise, except as expressly set forth in the Terms.

## **Limited License of Subscriber Content**

We do not claim any ownership interest in your Subscriber Content, but we do need the right to use your Subscriber Content to the extent necessary to operate the Site and the Apps and provide and improve the Services, now and in the future. Therefore, by sending, modifying, or distributing Subscriber Content to or through the Services, you (a) represent and warrant that (i) you own and control all the right, title and interest to the Subscriber Content that you send, receive, modify or otherwise distribute, or you otherwise have the lawful right to send, receive, modify and distribute that Subscriber Content, to or through the Services and (ii) the use and transmission of such Subscriber Content does not violate these Terms and will not violate any rights of, or cause injury to, any person or entity; (b) grant SpeechGear and its affiliates and subsidiaries a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to use, copy, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such Subscriber Content in connection with the operation and development of the Services, in any form, medium or technology

now known or later developed, in all cases as consistent with the Privacy Policy; and (c) are able to satisfy your other obligations pursuant to these Terms.

You acknowledge and agree that we may preserve Subscriber Content and may also disclose Subscriber Content under certain limited circumstances as set forth in the Privacy Policy. You understand that the technical processing and transmission of the Services, including your Subscriber Content, may involve (a) transmissions over various computer networks; and (b) changes to conform and adapt to technical requirements or limitations of connecting networks or Devices.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services (the "Submissions"), provided by you to us are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## Trademarks and Third-Party Trademarks

SpeechGear's brand, name, logos and any other product, service name or slogan included in the Site, the Apps and the Services are trademarks of SpeechGear and may not be copied, imitated or used, in whole or in part, without the prior written permission of SpeechGear. In addition, the look and feel of the Services, including all custom graphics, button icons and scripts are the service marks, trademarks and/or trade dress of SpeechGear and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services (the "Third Party Trademarks") are the property of their respective owners, and the use of such Third Party Trademarks will inure to the benefit of each trademark owner. The use of such Third Party Trademarks is intended to denote interoperability and does not constitute: (i) an affiliation by SpeechGear and its licensees with such company; or (ii) an endorsement or approval by such company of SpeechGear and its licensees and its products or services.

## Copyright

We respect others' intellectual property and we ask that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent:

SpeechGear, Inc. 205 South Water Street, Northfield, MN 55057    [legal@speechgear.com](mailto:legal@speechgear.com)

## Other Content

The Services and the Subscriber Content may contain links to third-party websites or resources. SpeechGear does not endorse and is not responsible or liable for their availability, accuracy, content, products, or services. You are solely responsible for your use of any such websites or resources.

## User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services and we will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Services.

## Suspension and Termination

SpeechGear may suspend and/or terminate your rights with respect to the Services for any reason or for no reason at all and with or without notice at our sole discretion. Suspension and/or termination may include restricting access to and use of the Services. Termination may also include immediate deactivation or deletion of your account and all related information and files in your account. If your rights with respect to the Services are suspended and/or terminated, you agree to make no further use of the Services during suspension or after termination. Further, you agree that we will not be liable to you or any third party for any suspension or termination of your access to the Service. SpeechGear reserves the right, but does not undertake any duty, to take appropriate legal action including, but not limited to, the pursuit of civil, criminal and/or injunctive redress against you for continuing to use the Services during suspension or after termination, and you agree that SpeechGear may recover its reasonable attorney's fees and court costs from you for such actions.

Although it is SpeechGear's intention for our Services to be as available as much as possible, there may be occasions when our Services may be suspended or interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. You acknowledge that such instances may occur and agree to hold harmless SpeechGear for any such occurrence as is outlined in the Indemnification paragraph.

## Indemnification

You agree to release, indemnify, defend, and hold harmless SpeechGear and its affiliates and their officers, employees, directors and agent from and against all liabilities, losses, damages, expenses (including, but not limited to, settlement costs, reasonable attorneys' fees, penalties, interest and disbursements), rights, claims, suits, actions or proceedings of any kind (whether actual or threatened) and injury (including death) arising out of or relating to your use, or your denied use, of the Apps, the Services, Subscriber Content, your connection to the Services, your violation of these Terms or your violation of any rights of another.

## Disclaimer of Warranties

**YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPEECHGEAR DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE TERMS, THE APPS, THE SERVICES, ANY SPEECHGEAR MATERIALS, ANY SPEECHGEAR PRODUCTS AND OTHER SERVICES, THE SUBSCRIBER CONTENT, THIRD PARTY SITES AND THIRD PARTY TRADEMARKS WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I)**

**WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SPEECHGEAR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE. SPEECHGEAR DOES NOT WARRANT THAT: (A) THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE ACCURATE OR MEET YOUR REQUIREMENTS; (B) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR (C) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY SPEECHGEAR OR ITS AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY.**

## **Limitation of Liability**

You acknowledge and agree that SpeechGear is not liable to you for any of your use of the Services or for any faulty capture of audio and errors or omissions in transcriptions, translations, or captions. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services, and you agree not to treat the Services as providing reliable storage of data or other content. You agree that we will not be liable to you or to any third party for any modification, limitation, suspension or discontinuance of the Services. In addition, under no circumstances will SpeechGear be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content.

WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SPEECHGEAR OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSEES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS OR OTHER INTANGIBLE LOSSES) DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE, MISUSE OR THE INABILITY TO USE THE SERVICES; (II) INACCURATE CAPTIONS OR TRANSCRIPTIONS OR TRANSLATIONS PROVIDED BY THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (V) ANY BREACH OF THESE TERMS BY YOU; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT WILL SPEECHGEAR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID SPEECHGEAR IN THE LAST THREE MONTHS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

## **Legal Compliance**

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **Jurisdiction**

With respect to any disputes or claims not subject to arbitration, as set forth below, you and SpeechGear agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Minneapolis or St. Paul, Minnesota.

## **Dispute Resolution and Arbitration**

You and SpeechGear agree to arbitrate any dispute arising from the Terms or relating to the Services, except that you and SpeechGear are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. **ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.**

You and SpeechGear agree that you will notify each other of any dispute within 30 days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in the State of Minnesota and that arbitration will be conducted confidentially by a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms. The arbitration must commence within 45 days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within 60 days of the conclusion of the arbitration and within 6 months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction. You and SpeechGear also agree that the state or federal courts in Minnesota have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. **WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND SPEECHGEAR WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.**

## **Time Limitation on Claims**

You must bring any claim related to these Terms or our Services within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it is not filed in time, the claim is permanently barred.

## **Entire Agreement**

These Terms constitute the entire and exclusive agreement between you and SpeechGear with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third-party beneficiary rights. These Terms will also govern any

upgrades or supplements to the original Services, unless such upgrade or supplement is accompanied by separate terms, in which case those terms will govern.

## **Modifications to Terms**

We may revise these Terms from time to time without notification, although if a revision, in our sole discretion, is material we will notify you. Other changes may be posted to our terms page, so please check that page regularly. By continuing to use the Services after changes to the Terms have been posted, you are agreeing to be bound by the new Terms. If you do not agree to the new Terms, you must stop using the Services.

## **Assignment**

You may not assign any of your rights in these Terms, and any such attempt is void. We may assign its rights, with or without notice to you, to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## **Force Majeure**

WE WILL NOT BE LIABLE FOR FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT CAUSED BY CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF OUR SERVICES.

## **Severability**

These Terms apply to the maximum extent permitted by relevant law. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

## **Waiver**

SpeechGear's failure to enforce a provision is not a waiver of our right to do so later.

## **Notice for California Users**

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at SpeechGear, Inc, 205 South Water Street, Northfield, MN 55057 or 507-664-9123.

## **Questions? Concerns? Suggestions?**

**Thanks for Partnering With Us.** Thanks for being part of our team and for reading our usage terms. By working together, we can ensure that everyone can speak with anyone, anywhere and anytime. If you have any questions, comments, or concerns about these terms, or to report any violations of them, please email us at [legal@speechgear.com](mailto:legal@speechgear.com) or write to us at:

SpeechGear, Inc.  
205 South Water Street  
Northfield, MN 55057

