



Terms and Conditions

1. General

- 1.1. Wherever these Terms and Conditions differ from an existing contract or service agreement, the conditions of the contract or service agreement take precedence.

2. Definitions and Interpretation

- 2.1. 'Sterling Transcription¹/we/us' means Sterling Transcription, the UK trading name of Pacific Solutions Pty Ltd, and any employees, agents or subcontractors of Sterling Transcription or Pacific Solutions.
- 2.2. 'Rates brochure' refers to any of Sterling Transcription's standard pricing brochures and individual client rates letters as applicable in the current calendar year.
- 2.3. 'Client/you' means anyone by whom Sterling Transcription has been engaged in the provision of services.
- 2.3.1. 'Research clients' are clients to whom the research rates brochure applies, that is, clients who utilise Sterling Transcription services for the transcription of research or other interviews or focus groups.
- 2.3.2. 'Professional dictation clients' are clients to whom the professional rates brochure applies, that is, clients who utilise Sterling Transcription's services for transcription of professional dictation, whether it be medical, legal, or otherwise in nature.
- 2.4. 'Transcript' means the typewritten version of audio either provided by the client to Sterling Transcription or recorded by Sterling Transcription, and transcription means the production of a transcript by Sterling Transcription.
- 2.5. 'Manager' refers to a duly authorised manager of Sterling Transcription.
- 2.6. 'Personal information' means the information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

1 Sterling Transcription is a registered trading name of Pacific Solutions Pty Ltd, a company incorporated in Australia.
(ABN 67 100 292 171)



- 2.7. Confidential information means information that:
- 2.7.1. is by its nature confidential;
 - 2.7.2. is identified (whether in writing or not) as confidential by the client to Sterling Transcription;
 - 2.7.3. Sterling Transcription knows or ought to know is confidential;
- 2.8. Words importing a gender include the other; words in the singular number include the plural and vice versa; and references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

3. Supply of Services

- 3.1. Sterling Transcription provides a transcription, typing, and document-production service for businesses, institutions and also individuals.
- 3.1.1. Sterling Transcription is also a supplier of digital audio recording equipment and qualitative analysis software programs.
 - 3.1.2. Sterling Transcription also provides minute-taking and translation services.
- 3.2. Sterling Transcription may be engaged in the provision of services explicitly, by verbal and written negotiation, or implicitly, by the provision of audio to Sterling Transcription by a client for the purpose of transcription.
- 3.3. By engaging Sterling Transcription in the provision of services, the client acknowledges that the client has read and accepted the Terms and Conditions set out herewith. These Terms and Conditions are also maintained in client logins and are freely available on request.
- 3.4. Sterling Transcription reserves the right to decline to engage in the supply of services to any client. This will usually be as a result of very poor-quality audio. If Sterling Transcription declines to engage in the supply of services to a client, the client will be notified.
- 3.5. Supply of services may be carried out by either a Sterling Transcription employee or an authorised Sterling Transcription subcontractor (please see clause 15).



- 3.6. Sterling Transcription may from time to time include clients' company logos on promotional material. If you do not wish to have Sterling Transcription use your company logo on promotional material, please notify us.

4. Rates

- 4.1. Rates brochures are available either:
- 4.1.1. in a client account login;
 - 4.1.2. in a separate rates letter/client agreement; or,
 - 4.1.3. in the case of prospective clients, by email.
- 4.2. Upon providing Sterling Transcription with audio for transcription, it is deemed that you have read, understood and accepted all information contained in the rates brochure, and are liable for all subsequent transcription costs incurred by us.
- 4.3. Itemised quotations for cost of services are provided in good faith and are an approximation of anticipated charges based on information provided by a client. A precise assessment of final charges will be made once the audio has been received and typed, and other factors relevant to the transcription of the audio are known. Sterling Transcription reserves the right to alter the final charges made to clients, in line with the rates brochure, where circumstances change.
- 4.4. For research clients, pricing is based on a rate per audio minute, dependent on audio quality.
- 4.4.1. 'Audio minutes' refers to the total minutes of transcribed audio per file, with each file rounded up to the nearest whole minute.
 - 4.4.2. 'Audio quality' is rated from low through to high, with 'low' audio charged at a higher rate in line with our standard rates.
- 4.5. For professional clients, pricing is based on a rate per line or per audio minute, depending on the negotiated agreement.
- 4.5.1. 'Per line' has the meaning attributed in our rates sheets, namely: every 65 characters with spaces (i.e. 65 keystrokes), but not white space. This can be audited against the Microsoft Word character count. Part lines are rounded up to the nearest whole line.



- 4.6. Sterling Transcription will only inform a client of a divergence from a quotation if the cost of services is likely to vary by greater than 15%.
- 4.7. In special circumstances, Sterling Transcription is able to provide an enforceable pricing agreement with a client. To do so, the entirety of audio subject to the pricing agreement needs to be provided by the client in order for Sterling Transcription to make an assessment of anticipated costs.
- 4.8. The decision as to whether or not a discount is applicable is at the discretion of the Sterling Transcription manager and is determined on a case-by-case basis, however this will be confirmed with the client prior to any costs being incurred.
- 4.9. All audio is automatically deleted from the client's online account once the completed transcript has been returned to the client.

5. Invoicing

- 5.1. An invoice for work completed is issued monthly or at the end of the project, unless other arrangements are made.
- 5.2. Sterling Transcription reserves the right to require pre-payments, to require payment before release of a transcript, to issue invoices more frequently to new clients, and also to require payment of outstanding invoices before continuing to provide services.

6. Payment

- 6.1. Sterling Transcription reserves the right to charge late fees on overdue amounts at a rate of 10% of the outstanding balance or £15, whichever is greater, per month.
 - 6.1.1. Late fees will be charged after an invoice remains outstanding for 60 days from the date of invoice.
- 6.2. Sterling Transcription retains ownership of all transcripts until the invoice for those transcripts is paid and reserves the right to take reasonable measures to recover costs from invoices outstanding greater than 60 days.
- 6.3. In the event of a cheque from client being refused by the bank, or a refund being made by the credit card, the client will be responsible for all bank charges resulting from the returned cheque/credit card refund.



- 6.4. In the event of invoices remaining unpaid, Sterling Transcription has the right to commence legal proceedings to recover the debt.
- 6.5. Prepayment for transcription is available at the discretion of the manager, and such funds provided to Sterling Transcription with this purpose in mind remain in your credit until exhausted by payment for services, or for a maximum of two years from the date of prepayment.
- 6.6. Invoice payment is to be made in full and without deduction or offset of fees or charges levied by the client's financial institution.

7. File Retention Period and Purging

- 7.1. For security and confidentiality purposes, unless archiving is requested by a client, Sterling Transcription purges all client transcripts and audio files from client accounts approximately one month after payment of the invoice has been received.
- 7.2. Unless agreed otherwise, an offline archive backup of completed work is maintained. Where possible, files may be retrieved from this secure archive for a small retrieval fee, outlined in the rates brochure.
- 7.3. Sterling Transcription's archiving service keeps completed transcripts (and, by negotiation, audio) on Sterling Transcription's server for as long as the archiving fee continues to be paid by client.
 - 7.3.1. Where a client fails to pay the archive service fee, Sterling Transcription reserves the right to purge documents and/or audio in line with usual security and confidentiality policies as outlined in clause 14.

8. Turnaround

- 8.1. Except where another arrangement exists, turnarounds detailed in rates brochures operate as guidelines only and may vary depending on audio quality and volume of work. Turnarounds are not enforceable in any way. Sterling Transcription endeavours to meet all reasonable requests for specific turnaround times, and the client may add notes detailing a specific turnaround request to any audio uploaded. Sterling Transcription will notify the client if any reasonable deadline specified in a note is unlikely to be met.

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9. Style

- 9.1. Sterling Transcription's Standard (sometimes known as 'intelligent verbatim') style will be used for all transcripts of interviews/focus groups (and other multi-speaker recordings) unless otherwise agreed. In order to improve the readability of the transcript, the Standard Sterling Transcription style excludes false starts, repeated words, verbal acknowledgements (when not pertinent to the meaning of the transcript), repetitive speech habits, over-speaking and trailing off.
- 9.2. Unless instructions are given to the contrary, dictations will be transcribed using the exercise of reasonable care, skill and discretion by the typist, with regard to punctuation, capitalisation, and spelling of words. This applies to all professional transcription.

10. Trials

- 10.1. Where requested, and at the discretion of the manager, Sterling Transcription may offer a free trial of services for 10 minutes of audio for the purpose of confirming template, style and quote specifications.

11. Cancellation

- 11.1. Where a file booked for standard turnaround is cancelled and work has not yet commenced, there is no fee charged for cancellation.
- 11.2. Where a file booked for any turnaround faster than standard turnaround is cancelled and work has not yet commenced, a cancellation fee may apply.
- 11.3. Where transcription of a cancelled file has commenced, a client will be charged for the audio minutes transcribed at the time of cancellation.
- 11.4. Where transcription of a cancelled file has been completed, the full amount for transcription of the file is payable.



12. Dispute Resolution

- 12.1. Although all transcripts are quality assured prior to return to client, it must be noted that the final checking of transcripts is the responsibility of the client.
- 12.1.1. Sterling Transcription will comply with any reasonable request for correction of typing without charge, but does so at the manager's discretion, taking into account quality of audio, nature of transcript, and types of errors.
- 12.1.2. a request for the correction of a transcript must be made within 14 days of issuance of invoice for the transcript.
- 12.1.3. Sterling Transcription is not liable for any charges the client might incur correcting a transcript.
- 12.2. Sterling Transcription endeavours to resolve all disputes to the satisfaction of a client and aims to do so in a peaceable and amicable manner. If any dispute or difference arises out of, or in connection with, these Terms and Conditions which are unable to be resolved by negotiation, then Sterling Transcription and the client agree that the dispute shall be submitted to an independent mediator appointed by agreement between Sterling Transcription and the client. Any disputes regarding the quality of a transcript should be assessed by a mediator familiar with the nature and standard practices of the industry. Costs for mediation are to be shared by the parties. In the event that either Sterling Transcription or the client should fail or refuse to agree to, or participate in, this dispute resolution procedure, then either party shall be free to seek to resolve matters by obtaining independent legal advice.
- 12.3. Sterling Transcription will provide appropriate avenues for clients to state and resolve any grievances about the service received without fear of penalty or victimisation.
- 12.4. All grievances will be handled according to Sterling Transcription's Terms and Conditions, Privacy and Confidentiality policies.
- 12.5. Consumers of Sterling Transcription services are able to lodge complaints in the following ways:
- Via email: To the relevant staff member or to the manager.
- Via post: 78 York Street, London, W1H 1DP

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- 12.5.1. Complaint details will be recorded, including: date of the complaint, name and contact details of the complainant (this information will be kept confidential), a record of the investigations undertaken, the nature of the complaint (including subject and details of the matter), final action taken and the date and manner in which the complainant was informed of the outcome.
- 12.5.2. The complainant will be notified within 10 working days from the notification of the complaint as to the process being undertaken to reach a resolution and will be informed as to the final outcome and/or updated as appropriate. Company representatives will be given the opportunity to answer any complaint.

13. Warranties and Liability

- 13.1. Sterling Transcription warrants that services will be provided using reasonable care and skill, and that all typists are subject to strict confidentiality agreements, have appropriate experience and have undergone a rigorous quality review process.
- 13.2. Sale of goods and services:
 - 13.2.1. Where Sterling Transcription supplies in connection with the provision of the services any goods supplied by a third party, such as the sale of merchandise, Sterling Transcription does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the client the benefit of any warranty, guarantee or indemnity given by the party supplying the goods to Sterling Transcription.
 - 13.2.2. Refunds for transcription will only be considered after a mediation assessment.
- 13.3. Sterling Transcription shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from:
 - 13.3.1. any breach by a client of these conditions;
 - 13.3.2. any client material or instructions supplied by the client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault attributable to the client;



- 13.3.3. any use by the client of the transcribed or typed material for illegal or libellous purposes;
- 13.3.4. the production by Sterling Transcription of any transcript, or the use by the client or anyone else of any transcript.
- 13.4. Sterling Transcription recommends that any client material sent to Sterling Transcription through the postal services is sent via recorded delivery. Sterling Transcription shall not be liable for any loss, damage, costs, expenses or other claims arising from any client material which is lost or damaged through the postal system or of which the client has not retained a copy.
- 13.5. Sterling Transcription will not be liable for any loss or damage to any cassettes/discs or other portable storage media or due to any mechanical failure of a cassette/disc or other form of portable storage media. For this reason, we recommend that clients maintain a duplicate copy of any material provided to us.
- 13.6. Force Majeure
 - 13.6.1. Sterling Transcription does not accept liability for failing to supply services due to Acts of God, fire, flood, electrical or telecommunications problems or any other reason beyond our control.
- 13.7. All incoming emails, discs, CDs or other media will be scanned for viruses. Sterling Transcription will not open unsolicited emails or email attachments which do not have an accompanying explanatory message.
 - 13.7.1. Sterling Transcription will endeavour to scan all email attachments sent to customers. However, it is the responsibility of all recipients to check attachments prior to opening the file as no responsibility or liability will be accepted by Sterling Transcription.

14. Confidentiality

- 14.1. The client warrants that it has the right to disclose any confidential information which it discloses to Sterling Transcription.



- 14.2. The client agrees to save, protect, defend, indemnify and hold Sterling Transcription harmless from and against any and all claims and/or financial losses of any type whatsoever arising from any third party claim that use of the information disclosed to or by Sterling Transcription hereunder in accordance with these Terms and Conditions violates or infringes any third party's property or proprietary rights of any kind, excluding (if applicable) any rights of Data Subjects under the Applicable Data Protection Legislation (defined below).
- 14.3. Sterling Transcription at all times acknowledges that confidential information remains the exclusive property of the client and this Agreement does not convey any proprietary or other interest in the confidential information to Sterling Transcription, except in circumstances where Clause 6.2 applies.
- 14.4. Sterling Transcription will use the confidential information provided by the client only for the purpose of providing the services to the client.
- 14.5. Sterling Transcription agrees that during and after the provision of services:
- 14.5.1. It will only disclose the confidential information on a 'need to know' basis to its directors, employees, agents or subcontractors for the purposes of providing the services.
 - 14.5.2. It will inform its directors, employees, agents or subcontractors of their obligation under these Terms and Conditions and will ensure they sign any confidentiality agreements which are necessary to ensure their compliance with these Terms and Conditions and the standards required by the Applicable Data Protection Legislation (defined below).
 - 14.5.3. Confidential information will be kept in a secure location where it cannot be accessed by any third party.
- 14.6. The obligations of Sterling Transcription under these Terms and Conditions will not be taken to have been breached where the confidential information:
- 14.6.1. is legally required to be disclosed, provided the client is notified promptly in order to contest such a disclosure;
 - 14.6.2. is or becomes generally available to the public through no wrongful act, omission or breach of these Terms and Conditions by Sterling Transcription;
 - 14.6.3. was in Sterling Transcription's possession prior to the time it was acquired from the client free from any obligation as to confidentiality and was not acquired, directly or indirectly, from the client;



- 14.6.4. has been independently developed or acquired by Sterling Transcription;
- 14.6.5. forms part of a transcript that falls under the conditions set out in Clause 6.2 retaining ownership of the transcripts until the invoice for those transcripts is paid.
- 14.7. Term and Termination:
 - 14.7.1. obligations as to the non-disclosure of confidential information are ongoing and will survive the expiration or termination of the provision of the services.
- 14.8. Waiver and Variation:
 - 14.8.1. a provision or obligation under these Terms and Conditions may not be waived except in writing signed by the party granting the waiver.
 - 14.8.2. a provision or obligation under these Terms and Conditions may not be varied except in writing signed by the parties.

15. Data Protection

- 15.1. For the purposes of these Terms and Conditions and more particularly this clause 15, the following defined terms shall have the following meanings:
 - a) 'Applicable Data Protection Legislation' shall mean all applicable privacy and data protection laws including the GDPR read in conjunction with and subject to the Data Protection Act 2018 (United Kingdom) in each case as amended, re-enacted or replaced from time to time.
 - b) 'Data Breach' means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data.
 - c) 'Data Controller' means the person or entity that determines, alone or jointly with others, the purposes and means of the processing of Personal Data.
 - d) 'Data Processor' means the person or entity which processes personal data on behalf of the controller.
 - e) 'Data Subject' means the person to whom the Personal Data (defined below) relates.
 - f) 'GDPR' means the General Data Protection Regulation (EU) 2016/679.



- g) 'Personal Data' means information relating to an identified or identifiable natural person.
- h) 'Processing' (and other parts of the verb 'to process') shall have the meaning set out in the Applicable Data Protection Legislation.
- i) 'Sub-Processor' means any data processor engaged by Sterling Transcription.
- j) 'Transcript' means the typewritten version of audio either provided by the client to Sterling Transcription or recorded by Sterling Transcription, and 'transcription' means the production of a transcript by Sterling Transcription.

15.2. Each party:

15.2.1. shall comply at all times with its respective obligations under the provisions of the Applicable Data Protection Legislation and shall not perform its obligations under these Terms and Conditions in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Legislation; and

15.2.2. acknowledges that the factual arrangements between them dictates the classification of each party as a Data Controller or Data Processor. Notwithstanding the foregoing, the parties anticipate that in the context of Sterling Transcription's operations, the client will be the Data Controller in respect of audio and transcript files and that Sterling Transcription will be the Data Processor of audio and transcript files.

15.3. Where Sterling Transcription processes Personal Data as a Data Processor:

15.3.1. Sterling Transcription agrees to only process Personal Data in accordance with this Agreement and the documented instructions of the client. The client's transcription requirements must be provided to Sterling Transcription before commencement of the first transcription task, and may be updated at any time for subsequent transcription tasks;

15.3.2. if Sterling Transcription believes in any way that they cannot process a transcript in accordance with the instructions of the client, as to do so would infringe the Applicable Data Protection Legislation, or it cannot comply for any other reason, it agrees to inform the client promptly of its inability to comply.



15.3.3. where Sterling Transcription processes Personal Data on behalf of the client, with respect to such processing, Sterling Transcription shall:

- i. implement appropriate technical and organisational security measures so that Personal Data is protected against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to Personal Data and having regard to the nature of Personal Data which is to be protected (and the client shall notify Sterling Transcription if the nature of such Personal Data changes in a material way);
- ii. ensure that all employees of, and subcontractors to, Sterling Transcription sign a confidentiality agreement before the commencement of work in accordance with Clause 14, above;
- iii. remain authorised by the client to appoint sub-processors, which may include typist subcontractors (who will be sub-processors of audio and transcript files) and all sub-processors engaged by Sterling Transcription as at the commencement date of this agreement (including all existing typist subcontractors) shall be deemed authorised. Sterling Transcription shall inform the client of any addition or replacement of such sub-processors in such manner as is deemed appropriate by Sterling Transcription giving the client an opportunity to object to such changes;
- iv. notify the client without undue delay after becoming aware that it has suffered a Data Breach;
- v. permit the client (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit Sterling Transcription's data processing activities to enable the client to verify and/or procure that Sterling Transcription is complying with its obligations under this clause 15;
- vi. assist the client to respond to requests from Data Subjects who are exercising their rights under the Applicable Data Protection Legislation;



at the time of engagement. However, Sterling Transcription takes the precaution of treating all audio and transcript files as though they contain Personal Data;

15.6.3. The purpose for which the Personal Data will be processed will be for transcription and related purposes, although the subject matter of a particular transcript will vary depending on the needs of the client in question,

15.6.4. The duration of a particular processing task will comprise the time required to complete the transcription plus any period before which the Data Controller's files are purged according to Clause 7 above.

And that this is an accurate factual description of the subject-matter, duration, nature and purpose of the Processing that shall be undertaken pursuant to this Agreement.

- 15.7. The Schedule to this Agreement shall apply in addition to the data protection provisions set out in this Agreement where there is a transfer of Personal Data from the Client to Sterling Transcription outside the European Economic Area ('EEA'). The parties shall complete the Schedule thereto and agree to be bound by the provisions contained in the Schedule.
- 15.8. To the extent the Schedule is not consistent with any terms of this Agreement; the terms of the Schedule shall prevail over both the terms of this Agreement.
- 15.9. If, subsequent to the date of this Agreement, the Schedule ceases to provide an appropriate safeguard (and, to that end, a lawful ground under Applicable Data Protection Legislation) for the transfer of personal data to a third country, territory or international organisation outside the EEA, including if they are held to be invalid by a competent court or they are amended, replaced or repealed pursuant to the GDPR then, at the election of Sterling Transcription, each party shall, at its own expense, execute and deliver any necessary documentation as may be required in order to enable the parties to continue to lawfully transfer personal data outside the EEA.
- 15.10. Clause 15 and any dispute or claim arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising from or in connection with Clause 15.



16. Governing Law and Jurisdiction

These Terms and Conditions (excluding Clause 15) and any dispute or claim arising out of or in connection with them, or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Queensland, Australia. The parties agree that the courts of Queensland and the Commonwealth of Australia will have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising from or in connection with the Terms and Conditions.

17. Acceptance and Signing

17.1. All clients are taken to have read, understood, accepted and agreed to Terms and Conditions set out above. The terms and conditions are effective from the date the client has either: (i) clicked to accept the Sterling Transcription Terms and Conditions; or (ii) completed a signed agreement.

If you are accepting on behalf of the client, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand the terms and conditions; and (iii) you agree, on behalf of the party that you represent, to the terms and conditions. If you do not have the legal authority to bind the client, please do not click the 'Accept' button below.

The parties agree that where the client has been presented with these terms and clicked to accept these terms electronically, such acceptance shall constitute execution of the entirety of the terms by both parties, subject to the effective date described above.

For clients who require a signed agreement for their own administrative purposes, please refer to the signing page, available separately.

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SCHEDULE 1



EUROPEAN COMMISSION

DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship

Unit C.3: Data protection

Commission	Decision	C(2010)593
Standard Contractual Clauses (processors)		

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The non-Pacific Solutions legal entity accepting the Clauses (the “**Data Exporter**”)

And

Pacific Solutions Pty Limited

Trading as Pacific Transcription and Sterling Transcription

Suite 13/2081 Moggill Road, Kenmore, QLD, 4069, Australia (the “**Data Importer**”)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

The Clauses (including Appendices 1 and 2) are effective from the date the Data Exporter has both: (i) accepted the Sterling Transcription Terms and Conditions; and (ii) clicked to accept these Clauses.

If you are accepting on behalf of the Data Exporter, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand the Clauses; and (iii) you agree, on behalf of the party that you represent, to the Clauses. If you do not have the legal authority to bind the Data Exporter, please do not click the “Accept” button below. The Clauses shall automatically expire

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on the termination or expiry of the Sterling Transcription Terms and Conditions. The parties agree that where Data Exporter has been presented with these Clauses and clicked to accept these terms electronically, such acceptance shall constitute execution of the entirety of the Clauses by both parties, subject to the effective date described above.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.



- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.



4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;



- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer²

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.



- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a



summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that



the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.



3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses³. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

³ This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.



2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.



On behalf of the data exporter:

The non-Pacific Solutions legal entity accepting the Clauses

On behalf of the data importer:

Pacific Solutions Pty Limited
Trading as Pacific Transcription and Sterling Transcription
Suite 13/2081 Moggill Road
Kenmore
QLD 4069
Australia

Sterling Transcription - part of the global Pacific Solutions network



APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is the non-Pacific Solutions legal entity that is a party to the Clauses.

Data importer

The data importer is a service provider of the following services: (1) transcription, typing, and document-production services for businesses, institutions and individuals and (2) supplier of digital audio recording equipment and qualitative analysis software programs.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data subjects include the individuals about whom data is provided to Pacific Solutions for the provision of services pursuant to the Sterling Transcription Terms & Conditions by (or at the direction of) Data Exporter.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data relating to individuals provided to Pacific Solutions for the provision of services pursuant to the Sterling Transcription Terms & Conditions by (or at the direction of) Data Exporter

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

It is not anticipated that sensitive personal data is processed. The Data Exporter is to inform Pacific Solutions in advance if sensitive personal data is to be processed.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Execution of orders and delivery of transcription, typing, and document-production services.

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DATA EXPORTER

Name: The non-Pacific Solutions legal entity accepting the Clauses

DATA IMPORTER

Pacific Solutions Pty Limited

Trading as Pacific Transcription and Sterling Transcription

Suite 13/2081 Moggill Road

Kenmore

QLD 4069

Australia

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APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The Data Importer's technical and organisational security measures taken in respect of the Data Exporter's files include the following:

- Secure Website and Client Accounts
 - Sterling Transcription maintains a secure online website to which clients can upload information and audio.
 - Access to the site is auditable via IP number.
 - The secure server uses RSA 2048-bit encryption keys.
 - Servers and computers are scanned daily to detect malware and prevent attacks.
 - Server and website backups occur daily.
 - All client accounts are password protected and clients set their own passwords which are stored in a secure encrypted format.
- Access Level Management and Audit Trail
 - Access to client and file information is managed through the use of access level management and password protection.
 - Subcontractor and employee activity on the Sterling Transcription website is recorded, providing a complete audit trail of when and by whom audio and documents are accessed.
 - Each uploaded version of a transcript is retained, providing a complete audit trail of alterations to documents.
 - Typists subcontracted to Sterling Transcription must submit to periodic audit to ensure their systems and processes comply with required data security practices.
- Employee and Subcontractor Confidentiality Agreements
 - All employees of, and subcontractors to, Sterling Transcription sign a confidentiality agreement before the commencement of work.
 - Non-disclosure agreements are also available on request.
- Document Return and Deletion
 - Completed documents are returned by default via upload to the client account on our secure website.
 - This method is protected by standard HTTPS protocol.
 - Completed transcripts are stored in client accounts for approximately one month after return, after which they are purged from client accounts. Archived copies of audio and transcripts are maintained for a period of time for quality assurance purposes unless otherwise agreed with clients.

Sterling Transcription - part of the global Pacific Solutions network



DATA EXPORTER

Name: The non-Pacific Solutions legal entity accepting the Clauses

DATA IMPORTER

Pacific Solutions Pty Limited

Trading as Pacific Transcription and Sterling Transcription

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