

General Terms and Conditions DictaCam

V0.3, effective from August 2018

1. Contracting parties

Through the use of *DictaCam*, a use contract between the contracting party, in the following called “user”, and the SeppsApps OG, Elz 25, 8182 Puch/Weiz, Austria, hereafter called “SeppsApps” arises automatically.

2. Object of agreement & Scope

The present general terms and conditions (GTC) are the basis for the business relationship between the user and SeppsApps regarding the installed app *DictaCam*.

DictaCam is a camera app with speech recognition for a fast, efficient and intuitive photo documentation. Commenting on photos can lead to a comprehensive documentation with just a few clicks. The taken photo is either described through typing or the spoken text can be immediately converted into written text with the help of speech recognition. The text and audio files are also saved (if the corresponding license model has been chosen). Audio files are created in the standard formats of the respective operating system (in iOS: .CAF file, in Android: .AMR file). In order to reproduce them outside *DictaCam*, corresponding playback programs must be installed. All important information will be displayed on the taken photo. By saving the original photo, the photos can also be edited afterwards.

The technical requirements (supported devices, operating systems and versions) for using *DictaCam* can be found by the user in the app description of the respective store (Apple App Store or Google Play Store).

3. Terms of Use

The user is not entitled to copy, process, change or integrate the functions and services of *DictaCam* by himself or by third parties (also reverse engineering) into other software solutions. This can only be permitted through the written consent of SeppsApps. Users, who violate these conditions, will be suspended or their subscription will be cancelled. Already paid services expire in favour of SeppsApps. Additionally, the user is liable to SeppsApps for a lump sum of € 5,000.00 and for the reputational damage suffered as a result of this infringement. The costs of assessing, mitigating or eliminating this reputational damage are also borne by the offending user.

If you are interested in integrating *DictaCam* into existing software, please contact us by e-mail hello@dictacam.io or by phone +43 (0) 664/766 85 03.

SeppsApps reserves the right to make updates to *DictaCam* at any time without informing the users in advance. Additionally, SeppsApps is entitled to change, discontinue or expand its services.

Services of third parties (Dropbox and Google Drive), which are integrated into *DictaCam*, allow the user to directly upload his data. In order to use these features, the user must link his respective third-party user accounts with *DictaCam* or grant the corresponding rights. The terms of use for these third-party software must be signed or accepted separately as the third-party providers are responsible themselves.

For the upload of data to third-party platforms (Dropbox, Google Drive, etc.), SeppsApps recommends enabling the “only upload pictures when there is WIFI access”-feature to avoid connection charges on the part of the mobile service provider.

The user is solely responsible for saving the data. SeppsApps does not assume the responsibility for lost data at missing data backup. Under certain circumstances, (automatic) updates can also lead to data loss. Moreover, SeppsApps points out that a data transfer using external systems (Mail, Dropbox, Google Drive) can be tracked, falsified or recorded by third parties.

4. Contract conclusion & Revocation

If the user buys the app through a store, he has the possibility of testing the app for 10 days for free in the full version (business version) at the beginning. Afterwards, the functionality is reduced to the free basic functions. In order to be able to continue using all functions of the app, the user must opt for one of the paid variants:

- a) In-App purchase: The user can buy different subscriptions directly in the app. The billing takes place through the respective store, which debits the corresponding amount from the account. This subscription can only be cancelled through the store.
- b) License model: For corporate clients, it is also possible to purchase several licenses directly at SeppsApps. To do this, the subscriptions in the store must be cancelled and a Google Account must be set up (also valid for iOS customers). The individual licensees must be notified to SeppsApps in order to be able to activate them for the respective subscription. The cancellation of the licenses takes place directly at SeppsApps, complying with the cancellation notice period.

5. Privacy protection and Data security

Our users (as affected persons within the meaning of the GDPR) have the right of information, deletion, limitation of processing, correction, data portability, as well as revocation. To implement these rights, the user must contact SeppsApps. Moreover, the user has the right of appeal to the supervisory authority (data protection authority), if an infringement of data protection has taken place on our part. More information on data protection and data security can be found in the separate information material. Our users can also contact us directly by e-mail to hello@DictaCam.io or by phone +43 (0) 664 766 85 03.

6. Limitation of Liability

SeppsApps is not liable for failures or data loss caused by third-party providers, such as Dropbox and Google Drive or consequential damages that arise in this context. Additionally, SeppsApps is not liable for damages caused by force majeure or third parties. SeppsApps is only responsible for content from the Apple App Store and Google Play Store. Files obtained from other providers are not within the scope of responsibility of SeppsApps.

7. Applicable law and Jurisdiction

For disputes arising from the business relationship, the relevant and local district court in A-8160 Weiz or the regional court in A-8010 Graz are responsible. The present terms and conditions, as well as the legal relationships and disputes are amenable to the Austrian law.

8. Support

At any questions, please do not hesitate to contact us at:

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