

# 1. Terms and Conditions

## *Australian Transcription Service – v1.0*

Effective date: February 2<sup>nd</sup>, 2026

These Terms and Conditions (“**Terms**”) govern your use of the Australian Transcription Service (“**Service**”) provided by Icana (a business name for MoreTime Pty Ltd, ABN 23 656 757 201, referred to as “**we**”, “**us**” or “**our**”).

By creating an account or using the Service, you agree to be bound by these Terms. If you do not agree, please do not use the Service.

We’ve written these Terms to be as clear and readable as possible. Where we’ve included “**In plain English**” notes, these are provided for convenience only and do not form part of the legal terms.

### 1. About the Service

1.1 The Australian Transcription Service is a speech-to-text transcription service with speaker recognition and optional tone-of-voice analysis.

1.2 The Service is operated entirely on Australian-hosted infrastructure. We process all transcription using models hosted and operated entirely by us – **no third-party AI or large language model providers are used to process your audio or transcripts.**

1.3 The Service is available via web upload and REST API.

### 2. Your Account

2.1 To use the Service, you must create an account and provide a valid email address. You are responsible for keeping your login credentials secure.

2.2 You must be at least 18 years of age, or the age of legal majority in your jurisdiction, to create an account.

2.3 You may use the Service as an individual or on behalf of an organisation. If you are acting on behalf of an organisation, you represent that you have the authority to bind that organisation to these Terms.

2.4 We reserve the right to suspend or close accounts that we reasonably believe are being used in breach of these Terms.

### 3. Pricing and Payment

3.1 The Service operates on a pay-as-you-go basis. You are charged per minute of audio processed, at the rates published on our website at the time of processing.




Current pricing, free trial details, and minimum deposit requirements are available at [icana.ai](https://icana.ai).

3.2 All prices are in Australian Dollars (AUD) and are exclusive of GST unless stated otherwise. GST will be applied where required by law.

3.3 We may update our pricing from time to time. Updated pricing will be published on our website and will apply to processing that occurs after the change takes effect. We will provide at least 14 days' notice of any price increase.

3.4 If you have unused credit at the time of account closure, we will refund the remaining balance, unless your account was closed due to a breach of these Terms.

 **In plain English:** *You only pay for what you use. No subscriptions, no lock-in contracts. If we raise prices, you'll know at least two weeks in advance. See our website for current rates.*

## 4. How We Handle Your Data

*This is the section we think matters most to you, so we've been as specific as possible.*

### What we process

4.1 When you submit audio to the Service, we process it to produce a transcript (with speaker labels, timestamps, and optionally tone-of-voice analysis). This processing occurs exclusively on servers located in Australia (AWS Sydney region).

### What we store

4.2 **We do not store your audio recordings or transcripts after processing is complete.** Once the Service has delivered your results, both the uploaded audio and the generated transcript are permanently deleted from our systems.

4.3 We do store limited metadata for operational and security purposes. This includes: file names, dates, processing duration, and account activity logs. This metadata does not include the content of your recordings or transcripts.

### What we never do

4.4 We never use your audio or transcripts to train AI models.

4.5 We never share your audio, transcripts, or account data with third-party AI providers.

4.6 We never send your data outside Australia. All infrastructure – including the dashboard, application servers, and databases – is hosted in Australia.

### Data in transit

4.7 All data is encrypted in transit (TLS) and at rest. Your audio files are transmitted over encrypted connections and processed in a secure environment.



***In plain English:*** We process your audio, give you the results, then delete everything. We keep basic records of when and how long your files were (for billing and security), but not what was in them. Nothing leaves Australia. Nothing gets used for training.

## 5. Your Responsibilities

5.1 You are responsible for ensuring that you have the legal right to submit any audio recordings to the Service. This includes having appropriate consent from all parties to the recording, in accordance with applicable laws (including Commonwealth and State surveillance and listening device legislation).

5.2 You are responsible for the content of your recordings and for how you use the transcription output.

5.3 You must not use the Service for any unlawful purpose or in any way that breaches applicable laws or regulations.

## 6. Acceptable Use

You must not use the Service to:

6.1 Process recordings that you do not have lawful authority or consent to transcribe.

6.2 Engage in any illegal activity, including but not limited to fraud, surveillance without consent, or processing content that exploits or harms children.

6.3 Attempt to reverse-engineer, disassemble, or extract our AI models or proprietary technology.

6.4 Interfere with or disrupt the Service, or attempt to gain unauthorised access to our systems.

6.5 Resell or redistribute the Service without our prior written agreement.

6.6 Submit audio for any purpose that violates another person's privacy or rights.

## 7. Intellectual Property

7.1 We own all rights in the Service, including our software, platform and the technology we use to deliver it. Nothing in these Terms grants you any ownership of our intellectual property.

7.2 You own your audio recordings and the resulting transcripts. We do not claim any ownership over your content.

7.3 We grant you a limited, non-exclusive, non-transferable licence to use the Service for the duration of your account, subject to these Terms.



 **In plain English:** Your recordings and transcripts are yours. Our technology is ours.


## 8. Accuracy and Service Limitations

8.1 While we strive for high accuracy, automated transcription is not perfect. The Service achieves approximately 92% word accuracy for English speech under typical conditions. Accuracy may vary depending on audio quality, background noise, accents, and other factors.

8.2 The Service is provided “as is”. We do not warrant that the Service will be uninterrupted, error-free, or that transcripts will be completely accurate.

8.3 To the extent permitted by law, and except for the consumer guarantees that cannot be excluded under the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), we disclaim all other warranties, whether express or implied.

**8.4 Nothing in these Terms excludes, restricts, or modifies any consumer guarantee or other provision of the Australian Consumer Law that cannot be excluded, restricted, or modified by agreement.**

 **In plain English:** Our transcription is very accurate but not perfect – automated speech recognition has limits. If you’re an individual consumer, your rights under Australian Consumer Law are fully protected and these Terms don’t limit them.

## 9. Liability

9.1 Subject to clause 8.4, to the extent permitted by law, our total liability to you for any claims arising under or in connection with the Service is limited to the total fees you have paid us in the month before the event giving rise to the claim.

9.2 Subject to clause 8.4, to the extent permitted by law, we are not liable for any indirect, consequential, special, or incidental loss or damage, including loss of revenue, profits, data, or business opportunities.

9.3 We are not responsible for any loss or damage caused by your reliance on the accuracy of transcription output, or by your failure to secure recordings or transcripts after they have been delivered to you.

## 10. Indemnification

10.1 You agree to indemnify and hold us harmless from any claims, losses, damages, or expenses (including legal fees) arising from:

- (a) your use of the Service, including your use of transcription output;
- (b) your breach of these Terms;
- (c) your breach of any applicable law; or



(d) any audio you submit to the Service that you did not have the right to submit.


10.2 This indemnification obligation survives the termination of your account.

## 11. Changes to These Terms

11.1 We may update these Terms from time to time. We will notify you of changes by email or through the Service dashboard.

11.2 For general changes, updated Terms take effect 7 days after we notify you. Your continued use of the Service after that date means you accept the updated Terms.

11.3 **For any changes that affect how we store, process, or handle your data (including the commitments in Section 4), we will specifically ask for your confirmation before those changes apply to you.** If you do not provide confirmation, you will not be able to continue using the Service under the previous terms. You may close your account and receive a refund of any unused credit.

 **In plain English:** We can update general terms with 7 days' notice. But if we ever change anything about how your data is handled, we'll ask you directly – you'll need to actively agree before continuing to use the Service.

## 12. Suspension and Termination

12.1 You may close your account at any time by contacting us or through the dashboard. Any unused credit will be refunded in accordance with clause 3.4.

12.2 We may suspend or terminate your access to the Service if we reasonably believe you have breached these Terms, or if required by law.

12.3 We reserve the right to discontinue the Service with 60 days' notice. In that event, any unused credit will be refunded.

## 13. Privacy and Data Protection

13.1 We comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles in relation to any personal information we collect through the Service.

13.2 The personal information we collect is limited to what is needed to operate your account: your name, email address, and payment information. We do not collect personal information from the content of your audio recordings (because we do not retain them).

13.3 You warrant that you have obtained all necessary consents and authorisations from individuals whose voices or personal information may be present in audio recordings you submit to the Service.

13.4 If we become aware of a data breach involving your personal information, we will notify you promptly in accordance with the Notifiable Data Breaches scheme under the Privacy Act.



## 14. Communications

14.1 You agree to receive communications from us electronically, including by email, in-app notifications, or by posting on our website. You agree that electronic communications satisfy any legal requirement for written notice.

14.2 You can contact us at [ats\\_support@icana.ai](mailto:ats_support@icana.ai) for any questions about these Terms or the Service.

## 15. Confidentiality

15.1 We will treat all information you provide to us as confidential, and will not disclose it to any third party except:

- (a) where required by law, regulation, or court order;
- (b) to our employees or contractors who need access to provide the Service, and who are bound by confidentiality obligations; or
- (c) with your prior written consent.

## 16. Force Majeure

16.1 We are not liable for any failure or delay in providing the Service where that failure or delay is caused by events beyond our reasonable control, including but not limited to natural disasters, power outages, internet or telecommunications failures, government actions, pandemics, or failures of third-party hosting infrastructure.

16.2 Where a disruption under clause 16.1 continues for more than 14 consecutive days, you may terminate your account under Section 12 and receive a refund of any unused credit.

## 17. Dispute Resolution

17.1 If a dispute arises in connection with these Terms, either party must first notify the other in writing (including by email to [ats\\_support@icana.ai](mailto:ats_support@icana.ai)) and the parties must attempt to resolve the dispute in good faith within 14 days.

17.2 If the dispute is not resolved within that period, either party may pursue the matter through the courts in accordance with clause 18.1.

***In plain English:*** *If there's a problem, we'll try to sort it out directly first. If that doesn't work within two weeks, either side can take it further.*

## 18. Governing Law

18.1 These Terms are governed by the laws of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

18.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.



## 19. Waiver and Assignment

19.1 No failure or delay by us in exercising any right under these Terms operates as a waiver of that right. A single or partial exercise of any right does not prevent further exercise of that right or of any other right.

19.2 You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations to a successor entity (for example, in the event of a merger or acquisition), provided the successor agrees to be bound by these Terms.

## 20. Entire Agreement

20.1 These Terms, together with our pricing as published on our website, constitute the entire agreement between you and us regarding the Service. They replace any prior agreements or understandings relating to the Service.

