

Akoé Terms of Service

Provider: **TOOLBOX 21 Single Member P.C.** (TOOLBOX 21 ΜΟΝΟΠΡΟΣΩΠΗ Ι.Κ.Ε.), Voulgaroktonou 3, 65404 Kavala, Greece, G.E.MI. 181841030000, VAT EL 802737382, contact info@akoe.ai ("we", "us"), which operates the **Akoé** service at akoe.ai; "Akoé" in these terms refers to that service. These terms govern use of the Akoé service (akoe.ai) by consumers and businesses ("you"). Consumers keep all rights granted by mandatory consumer law; nothing here reduces them.

1. What the service is — and is not

Akoé provides **automated** processing of audio and video recordings: transcription, speaker separation, dictation, translation, and entity recognition, with an editor, subtitle and export features.

Every output is produced by software, without human review. Nobody at Akoé verifies, reads, or corrects your transcripts or translations — by design (see Clause 3). Automated output **will contain errors**, and error rates vary with recording quality: background noise, accents, overlapping voices, distance from the microphone, and mixed languages all reduce accuracy. The editor exists so that **you** can review and correct output; you are responsible for checking accuracy before any consequential use. We make no accuracy warranty: the service you buy — as described here, at checkout, and on every page — is automated processing plus the tools to check and correct it, and automated errors in delivered output are not, by themselves, a lack of conformity with that service. The free trial exists so you can judge the quality on your own audio before paying. Our service may therefore deviate from the objective requirements for conformity, as set out in Directive (EU) 2019/770; at checkout you accept this characteristic by a separate tick-box, distinct from accepting these terms (art. 8(5) of that Directive).

2. Accounts, workspaces, and the free trial

By agreeing to these terms, you confirm that you are over 18 (eighteen) years old. You must provide accurate account information and keep credentials secure. You are responsible for the actions of users you invite into your workspace. The free trial (currently 5 minutes of audio) is offered once per person, has no cash value, and may be withheld or withdrawn where our systems detect repeat or automated claiming. We may verify business status (e.g., VAT/VIES) for invoiced plans.

3. Your content — ownership and our commitments

You retain all rights to your recordings, transcripts and other outputs; we process them only to provide the service, on your instructions. Our core commitments — EU-only processing and storage, audio and transcripts deleted together on the schedule you choose, never used to train models, and never reviewed by us proactively (we do not see your content in the ordinary course of operations) — are set out in full on our [Data Protection page](#) and in our Data Processing Agreement.

4. Your responsibilities: what you upload and how you use the service

By using our service you agree that, for every file you upload or recording you make through the service:

1. you own the recording or hold all rights and permissions needed to process it through the service (e.g., in terms of copyright and other intellectual property rights);
2. the recording was obtained lawfully — it is not intercepted, covertly made, or otherwise unlawful in the jurisdiction where it was made (in some jurisdictions, including Greece, recording a conversation without the required consent can be a criminal offence);
3. all consents or other legal bases required for the recording's creation and its processing here (including from recorded persons, and for any special-category data) have been obtained by you;
4. processing the recording through Akoé violates no law and no third party's rights.

We do not and cannot check these things — that is precisely why the warranty is yours. You will indemnify and hold us harmless against third-party claims, penalties, and reasonable costs (including legal fees) arising from breach of these warranties or unlawful content you submit. Upon obtaining knowledge or awareness (especially if we receive any allegation) that the content processed through our service violates third-party rights, we reserve the right to remove such content, suspend the relevant user's account and inform the competent authorities. If you believe that, for any reason, your rights have been violated through someone else's use of our services, please contact us at support@akoe.ai.

You must not use the service to: process recordings you have no right to process; violate any person's rights; attempt to identify, harass, or harm recorded persons; probe, overload, or circumvent security, trial, or usage limits; or resell the service without written agreement. Substantiated notices: info@akoe.ai.

5. Prices, payment, and the checkout minimum

Usage is measured in audio-hours, pro-rated. Current pricing is published on akoe.ai; all consumer prices include VAT at the rate applicable in your country, shown at checkout. The exact price of every job is shown before you pay — there are no estimates and no surprises. Every checkout has a €1 minimum (our card-fee floor); where the minimum exceeds the price of your job, the difference covers audio for the next 24 hours — it is a billing minimum, not stored credit. Translations are included at no charge. Self-serve payments are processed by our merchant of record (currently Stripe, acting through its entity Link, LLC — "Sold through Link" on your receipt

and card statement), which issues your receipt and handles VAT; your card statement will reference that processor. Invoiced institutional plans are governed additionally by their order form.

6. Supply of service

At checkout, you expressly consent that the contract is considered performed upon immediate access to service and you acknowledge that the right of withdrawal no longer applies (Directive 2011/83/EU, art. 16(a)). You receive a receipt for each order from our merchant of record, and an email from us when your transcript is ready — or, if the file could not be processed, telling you so and confirming the automatic refund.

If you notice any failure in terms of using our service, please contact us at support@akoe.ai and we'll do our best to fix it without undue delay.

If a file cannot be processed, the charge is refunded automatically — you do not need to ask. Beyond that, fees for delivered work are non-refundable except where mandatory law provides otherwise. Deletion of your content on the retention schedule you configured is performance of the service, not grounds for refund; export your work before it deletes.

Purchases are sold through our merchant of record, Link, LLC ("Sold through Link"), which operates its own buyer policy in addition to these terms: within 60 days of a transaction, Link may refund purchases that were not received, arrived corrupted, were significantly not as described, or were unauthorized — change of mind is excluded. That policy is decided and administered by Link under its own terms: [Link buyer refund policy](#). Nothing in this clause limits it. Because nobody at Akoé reads or reviews your content (Clause 3), we assess billing questions on content-free records — file duration, processing status, delivery and access logs — never by opening your recordings or transcripts.

7. Billing questions and disputes

If you believe a charge is wrong, contact info@akoe.ai first — a human (the founder) reads it and aims to answer without undue delay; honest mistakes are fixed without ceremony. Where a payment dispute is raised with a card issuer, we (and our merchant of record) will present the records described in Clause 6. Consumers in Greece may also use alternative dispute resolution through the **Consumer Ombudsman** (Συνήγορος του Καταναλωτή, synigoroskatanaloti.gr).

8. Availability and support

We operate the service with reasonable skill and care, targeting high availability but without a guaranteed SLA at this stage. Planned maintenance is announced where practicable. Support: info@akoe.ai.

9. Intellectual property

The platform, models, and software remain ours or our licensors'. You receive a non-exclusive, non-transferable right to use the service during the term. Feedback may be used to improve the service without obligation.

10. Liability

Nothing limits liability for intent or gross negligence, or where limitation is not permitted by law (consumers' statutory rights are unaffected). Otherwise, our aggregate liability for all claims in any 12-month period is capped at the fees you paid in those 12 months. We are not liable for indirect or consequential loss, for decisions taken on uncorrected automated output (Clause 1), or for loss of data you did not export within your configured retention window — deletion per your schedule is performance, not breach.

11. Term, suspension, termination

You may close your workspace at any time. We may terminate for convenience with 30 days' notice (paid periods run out or are refunded pro-rata). We may suspend immediately for material breach (including Clause 4), security risk, or non-payment. On termination: export your content; deletion follows the DPA.

12. Changes

We may improve and change the service itself at any time without notice, provided delivered work and the commitments in Clause 3 are unaffected. We may modify the service, especially in order to maintain it and bring it into conformity in case of failures. Material changes to these terms take effect with 30 days' notice; continued use after the effective date is acceptance. Non-material updates (clarifications, descriptions of new features, corrections) take effect when posted. We will not materially degrade the core privacy commitments in Clause 3 without your consent.

13. General

These terms are governed by Greek law, complemented by EU law provisions where appropriate. If you are a consumer, the mandatory protections and the forum rules of your country of residence remain available to you. Otherwise, the courts of Kavala, Greece have exclusive jurisdiction. Out-of-court dispute settlement is likewise available (Clause 7). The English version of these terms controls; a Greek version is provided for your information (v. 2251/1994). You may not assign these terms without our consent; we may assign them to a successor in business. These terms, the Data Processing Agreement, and any order form together form the entire agreement. Notices go to info@akoe.ai, and to you at your workspace owner's email address.