

## TERMS & CONDITIONS FOR CLIENTS

### ***Event Minimums & Cancellation Deadlines***

1. Remote CART events are scheduled for a minimum of one hour.
2. Remote captioning events are scheduled for a minimum of 30 minutes.
3. On-site CART & captioning events are scheduled for a minimum of two hours.
4. The cancellation deadline is the amount of time you have before the scheduled start of an event to cancel services without incurring charges. The cancellation deadline is the event minimum length of time or half the scheduled time (whichever is greater).
5. The cancellation deadline for events scheduled for six hours or more is one full business day.
6. The time associated with a cancellation notice is based on when the notice is received by Caption First and not on when it was sent.

### ***Charges***

1. Requirements to have writers start or test more than 10 minutes before the event start time are billable.
2. The billing increment and grace period for remote events are 15 minutes and 3 minutes, respectively.
3. The billing increment and grace period for on-site events are 30 minutes and 6 minutes, respectively.
4. Ancillary services and expenses will be charged when appropriate. These services may include (but are not limited to):
  - a. Transcripts (roughly or finely edited and/or time-coded)
  - b. Equipment rental (including shipping, handling and/or delivery charges)
  - c. Travel expenses (including time, mileage and parking)
  - d. Telephone toll charges
5. In order to avoid late payment charges or loss of discounts, all invoices must be paid by the due date listed on the invoice.
6. An event cancelled on or after the cancellation deadline is billable for the event minimum or half the scheduled time (whichever is greater).
7. Events ending earlier than one half hour from the scheduled end time are billable for the time worked or the event minimum (whichever is greater) plus half the remaining scheduled time.
8. Surcharges are applicable for events held at the following times: Weekend (10%), holiday (25%).
9. Onsite services may incur a surcharge or a trip charge.

### ***Discounts***

1. Available only on labor-related services such as CART, captioning, technical and support services.
2. Discounts may be reduced or unavailable based on poor payment history, written agreements or other similar factors.
3. Discounts are recalculated on a quarterly basis and are automatically applied to future services.
4. Five Percent (5%)
  - a. Available to all clients
  - b. Must have total sales of \$10,000 in the last 6 months or \$20,000 in the last 13 months.
  - c. No minimum sales amount for individuals or educational and non-profit organizations.
5. Ten Percent (10%)
  - a. Available to all clients
  - b. Must have total sales of \$20,000 in the last 6 months or \$40,000 in the last 13 months
  - c. No minimum sales for resellers.

### ***Payments***

1. Standard payment terms are Net 30 days unless other terms have been arranged.
2. Acceptable forms of payment are cash, check, electronic funds transfer and credit card (Visa, MasterCard and American Express only).

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3. Payments over \$1000 made by a credit card are assessed the following convenience fee:
  - a. Visa and MasterCard: 3.5%
  - b. American Express: 5%

### ***Miscellaneous***

1. Caption First reserves the right to change these terms and conditions at any time. The latest version of this document may be obtained at [www.captionfirst.com](http://www.captionfirst.com) or by contacting Caption First Accounting at [accounting@captionfirst.com](mailto:accounting@captionfirst.com) or 877-825-5234.
2. Caption First and its subcontractors will take all reasonable measures to keep all client information private and secure.
3. By requesting and accepting services, clients of Caption First are assumed to have agreed to the terms and conditions as stated in this document.
4. Regional differences in writer availability and rates may require Caption First, for onsite services, to charge rates that are higher than our standard rates and/or increase minimum required time.

### ***Educational Institutions***

5. Students must notify the Disability Services office of their intent to cancel services for scheduled classes.
6. Caption First will provide training to students, instructors, Disability Services and technical staff on Caption First services and the use of remote CART equipment at no cost except for travel expenses.
  - a. Instructors of student users need to be trained on the importance of providing preparation material, the proper use of microphones and the importance of repeating classroom questions.
  - b. Technical staff should be trained on the requirements of the student user and the software used to provide service.
7. Classes ending early will be billed for the scheduled time.
8. Transcripts, if ordered, will be sent to the Disability Services office unless also authorized to be sent to the student.
9. The Disability Services office is responsible for the safety of any equipment rented from Caption First.
10. On-site service cannot be guaranteed without pre-payment.
11. Rental equipment is paid for at the beginning of each term and is not refundable.
12. The Disability Services office should provide to Caption First a complete class schedule including start date, end date, holidays, days of no classes and midterm and finals week.
13. Services for graduation events need to be coordinated with Caption First staff as far in advance as possible.
14. Unless requested otherwise, permission is granted to Caption First to use the name of the educational institution in its advertising and marketing materials.

### ***Government Organizations***

1. If an event ending time is unknown or not specified, the event will be scheduled for four hours.
2. Event agenda information must be provided to allow writer to prepare a special dictionary for the event.
3. Unless requested otherwise, permission is granted to Caption First to use the name of the government organization in its advertising and marketing materials.