User Representation and Instruction for the Processing of Personal Data of Recording Participants

part of the user agreement of the [service name] service; accepted in the Service upon registration

The user of the [service name] service (hereinafter - the User), by accepting this document in the service provided by [service operator name, registration numbers, address] (hereinafter - the Service), represents and instructs as follows.

1. Consent of Recording Participants and Its Confirmation

1.1. The User uploads to the Service only recordings of conversations to the recording and automated processing of which all interlocutors (hereinafter - recording participants) have given the User their consent. Consent may be obtained in any form that allows the fact of its receipt to be confirmed (a signed document, an electronic form, a message, etc.) and need not be stated in the recording itself. If information about health, intimate life, beliefs or other special categories of personal data may be mentioned in the conversation, consent has been obtained in writing. The recommended form is the "Conversation Participant Consent".

1.2. Each time a recording is uploaded, the User confirms in the Service that such consent has been obtained by checking a confirmation with the following text: "I confirm and warrant that I have obtained from all interlocutors in this recording consent: 1) to the audio recording of the conversation and its automated processing by the service on my instruction (speech recognition, separation by speaker, preparation of the transcript); 2) to the creation and storage by the service of their voice features (voice profile) in order to distinguish their speech in this and my subsequent recordings; 3) to the storage of the recording, the transcript and my corrections and their use by the service to improve the quality of speech recognition, including for testing and additional training (fine-tuning) of recognition models; - in the form required by law (in writing for information about health, other special categories and for biometric personal data), that I can confirm this upon request, and I accept the terms of the User Representation and Instruction." Without this confirmation the recording is not accepted. The Service stores the confirmation (time, account, text version) together with the recording.

1.3. The User keeps the obtained consents for the entire storage period of the recordings and transcripts and for at least three years thereafter and, upon request of the Service or an authorized body, provides a copy of the consent for a specific recording within 10 (ten) business days.

1.4. The User informs recording participants that the recording is processed automatically by the Service on the User's instruction, and informs them of the purposes, storage periods and the procedure for withdrawing consent.

1.5. If a recording participant has withdrawn consent, the User deletes the corresponding recordings and transcripts in the Service within 3 (three) business days.

1.6. The User is liable for the absence or invalidity of consent and compensates the Service for losses caused by the inaccuracy of the User's confirmations.

2. Instruction to Process Personal Data of Recording Participants

2.1. With respect to the personal data of recording participants, the User is the operator and instructs the Service to process such data in accordance with Part 3 of Article 6 of Federal Law No. 152-FZ of 27.07.2006 "On Personal Data".

2.2.

Purpose of processing: preparation of a transcript of the recorded conversation (text separated by

speaker, with timecodes and sound annotations) for the lawful activities of the User for which recording participants have given consent.

2.3. List of data: audio recording of the conversation; voice and speech of recording participants; information mentioned in the conversation; names of participants; date of the conversation.

2.4. List of actions: collection (receipt of the recording from the User), recording, storage, systematization, retrieval, use (automated speech recognition and separation by speaker), updating (editing of the transcript by the User), transfer to the User, deletion and destruction. Processing is automated, on servers located in the Russian Federation.

2.5. On the User's instruction, the Service may: a) compute and store voice features of recording participants (voice profile - a numerical vector from which the voice or speech cannot be reconstructed) in order to distinguish their speech in this User's recordings and label a participant with the name the User has given the participant in the editor ("Speaker recognition"); a participant's voice features are available only in the processing of this User's recordings and are not used in other users' recordings; b) store the User's recordings, transcripts and corrections and use them to improve the quality of speech recognition, including for testing (reference excerpts) and additional training (fine-tuning) of recognition models; fragments of recordings and transcripts are not transferred to other users or third parties and are not published. The User warrants that recording participants have consented to the actions under subclauses "a" and "b" in the form required by law (written consent for biometric personal data).

2.6. A participant's voice features are stored for as long as the participant appears in the User's recordings; the features of a participant who has appeared in only one recording are deleted after 30 (thirty) days if the participant does not appear again. The User may at any time delete the voice features of any participant or disable this function in the personal account (the "Speaker recognition" section); when the function is disabled, voice features from new recordings are neither saved nor used. At a participant's request or upon withdrawal of the participant's consent, the User deletes the participant's voice features in the personal account or notifies the Service thereof, and the Service deletes them within 10 (ten) business days. Recordings, transcripts and corrections are used for quality improvement within the storage periods specified in this document.

2.7. Corrections to the transcript text made by the User (words, names, terms, punctuation marks) may be saved in the User's personal dictionary and used only to improve the accuracy of the User's transcripts; they are not available to other users.

2.8. Periods: the audio recording, voice samples and intermediate files are deleted 30 (thirty) days after the last use of the recording (last use means the last access to the recording in the service: opening or editing the transcript, listening, generating or downloading documents); transcripts are stored until they are deleted by the User or until the User stops using the Service.

2.9. The Service maintains the confidentiality of personal data, takes protective measures under Article 19 of Law No. 152-FZ, confirms upon request that such measures have been taken, notifies the User of any unlawful transfer or leak of data within 24 hours of its detection, and does not transfer data to third parties without the User's written instruction, except in cases provided for by law.

2.10. On the User's separate instruction for a specific recording (the "Send to cloud" function, available to individual Users), the Service transfers the text of that recording's transcript (without the audio, e-mail address or files) to the third-party cloud processor Vultr (Vultr Holdings LLC, processing in the USA) to prepare an analysis and session notes; before sending, the User

confirms that the participants of the recording have consented to such transfer. The result is stored in the Service and is available only to the User.

3. Data Deletion and Advance Notice

3.1. The Service notifies the User in advance, no later than 7 (seven) days beforehand, in the service interface and by email of the upcoming deletion of audio recordings and training data. To extend the storage of a recording, it is sufficient to use it (open it, listen to it, download the transcript).

3.2. The User's personal training data (voice profile, fragments of the User's speech, personal dictionary) are deleted 30 (thirty) days after the User's last use of the Service, upon withdrawal of consent or upon termination of use of the Service. The User has been warned that after such deletion the Service loses its training to the User's voice and speech: speakers are again identified without the User's voice profile, and the accuracy of transcripts returns to the initial level until the training is accumulated anew.

Electronic form. The document is accepted by the User in the service by clicking the "I accept" button (simple electronic signature); the Service stores the time of acceptance, the account and the document version. If necessary, the document may be signed on paper.

User: _____ / _____ / "___" _____ 20___

signature full name date