Service Description

IBM Speech to Text

Except as noted below the terms of the IBM Bluemix Service Description or Terms of Use, as applicable, apply.

1. Cloud Service Description
   The IBM Speech to Text Service offers low-latency, streaming transcription of audio files Client uploads to the Cloud Service or audio streams Client establishes with the Cloud Service.
   The Cloud Service can be used for development of applications that may only be used internally within Client’s enterprise.

2. Content, Data, Feedback and Suggestions
   2.1 Rights Granted by Client
   In order to improve or enhance the Cloud Service, or to develop new services, IBM may use Client’s content and data that Client provides to the Cloud Service.
   By using the Cloud Service, Client agrees, and agrees to notify its end users who use Client’s application, that IBM may access, use, copy, distribute internally, and extract, compile, synthesize, analyze and otherwise make derivative works of Client’s and Client’s end user’s content and data to improve or enhance the Cloud Service, or to develop new services. Client and Client’s end users will not be identified in any such enhancements or new services.
   Client agrees the content or data and any suggestions or feedback provided will not include confidential information of Client or any other person or entity. IBM may use for any purpose without restriction any feedback and suggestions that Client or its end users provides. Client represents and warrants it will obtain all required authorizations prior to providing the content, data, suggestions and feedback to the Cloud Service.

   2.2 Opt Out
   Client may at any time request IBM to discontinue use of Client’s content or data by revising the header in a REST API call with the following additional header when submitting Client’s data:
   "X-WDC-PL-OPT-OUT: 1"
   As an example, if Client’s original request was:
   ```
curl -u <username>:<passwd> -H "Accept: application/json" -d <payload_data> <service_url>
```
   Client must revise as follows:
   ```
```
   If Client revises the header in Client’s REST API call, IBM will then discontinue future use of Client’s content and data associated with that submission.

3. Entitlement and Billing Information
   3.1 Charge Metrics
   The Cloud Service is offered in accordance with the following charge metric(s):
   **Minute** – Client will be charged for the total number of whole or partial minutes of the Cloud Service used during the billing period.

4. Safe Harbor Framework
   The Cloud Service does not comply with the US-EU and US-Swiss Safe Harbor Frameworks.