

TERMS OF USE FOR THE PLATFORM AND WEBSITE OF VOICESFY SL ("VOICESFY") ("CLIENT TERMS")

Last update: September 2023

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I. IMPORTANT LEGAL NOTICE

This page (alongside our Privacy Policy and Cookie Policy) outlines the terms and conditions ("Website/Platform Terms and Conditions") under which VOICESFY SL (hereinafter referred to as "VOICESFY") provides its services through the website <https://www.voicesfy.com>, through which you can access our services (hereinafter collectively referred to as the "Website" or "Platform"). Prior to initiating any actions on our Website, it is imperative that you meticulously review these terms and conditions. Please note that any transaction, whether present or future, signifies your acceptance of these prevailing terms and conditions. It is important to recognize that the utilization of the Website is contingent upon compliance with these Terms and Conditions.

We reserve the right to modify these present Terms and Conditions. The latest update to these terms and conditions occurred in September 2023.

We recommend that you print a copy of these Terms and Conditions for future reference.

The use of your personal information provided through the Website will be governed by our Privacy Policy and Cookie Policy.

To avoid any confusion, please note that any reference to the terms "Website" or "Platform" in these Terms and Conditions includes any current or future version of the website <https://www.voicesfy.com> through which you can access our website or services.

Please check the box confirming your acceptance of these terms and conditions at the end of this document. Please understand that if you refuse to accept them, you will not be able to make any use of our platform.

II. TERMS AND CONDITIONS OF USE

1. INTRODUCTION AND OUR FUNCTION

1.1. Company Information: VOICESFY SL is a company registered with the Commercial Registry of Madrid and has its registered address at Avenida Menéndez Pelayo 2, 5 izquierda, 28009 Madrid.

1.2. Tax Identification Number: VOICESFY's Tax Identification Number is B09615261.

1.3. Service: We provide a service through which the Client can carry out professional voice-over projects from start to finish. Additionally, the Artist can create a Dashboard featuring their voice demos and key professional details. The Engineer will be able to manage demo curation tasks and all necessary actions to develop recording sessions with Artists, under real-time client supervision.

2. ACCESS AND WEBSITE CONDITIONS

2.1. Platform Access: All platform functionalities (except the homepage) are intended for the exclusive use of registered users representing a company that requires voice-over services (in the case of the Client), either for themselves or for third parties. This exclusive use also applies to the roles of Artist and Engineer on our Platform. Before gaining full access to Platform functionalities, the user must provide the required information in the "Sign Up" section. Once your account is validated by VOICESFY, the Client, Artist, or Engineer, as the case may be, must accept the specific Terms and Conditions for their respective roles.

2.2. Acceptance of Conditions: By accessing any part of this Website, you are agreeing to the Website Conditions. If you do not agree to the terms and conditions of this Website, you must immediately leave and refrain from taking any actions through it.

2.3. Modifications of Terms: VOICESFY reserves the right to revise the Terms of Use of this platform at any time. We strongly recommend that you periodically review the content of these conditions. You will be subject to the terms and conditions in force at the time you place an order through our platform.

2.4. Access Responsibility: It is solely your responsibility to take all necessary measures to access the Platform and ensure that all individuals accessing it through your profile and/or internet connection are familiar with the Platform's Terms of Use and comply with them.

3. YOUR STATUS

3.1. Capacity and Legal Age: By taking action through the website, you warrant that:

3.1.1. You have the necessary legal capacity to enter into binding contracts; and

3.1.2. You are not under the age of 18.

3.1.3. You hold the legal representation of the Company on behalf of which you will take any action.

4. CURRENCY AND TAXES

4.1. All service prices offered on the Website or in the Handled Services version will be expressed in euros (€) or dollars (\$) as per your selected currency preference. VOICESFY is a European company, and when prices are expressed in dollars, the prevailing exchange rate on that day will be strictly and without additional cost applied. Taxes are itemized separately from the prices on the Website and in our estimates.

4.2. Incorrect Pricing: This Website contains a wide range of asset types and broadcasting markets, and it is possible that some may display incorrect prices. If the correct price for an order is higher than the price listed on the Website, VOICESFY will typically contact you before processing the order in question. In such cases, neither VOICESFY nor the corresponding artist will be obligated to provide the recording at the lower incorrect price, nor will they be required to compensate you for the pricing inaccuracy.

5. CUSTOMER SUPPORT, ASSISTANCE, AND PRODUCTION

5.1. General: Customer support and production assistance are of great importance to us. Our Customer Support team will endeavor to resolve any issues you might encounter with your order. You can get in touch with our customer service by clicking or selecting the "Need Help," "Assistance," "Support," "Handled Services," or a similar button, or by calling the phone number provided on the Website.

6. LICENSE

6.1. Permitted Use Conditions: You are allowed to use this website, as well as print and download excerpts from it for your personal non-commercial use, provided you adhere to the following rules:

6.1.1. You may not engage in fraudulent use of the Website (such as hacking or "scraping").

6.1.2. Unless otherwise indicated, copyright and all other intellectual property and industrial rights on this Website and the content published therein (including but not limited to photographs and graphical images) are owned by VOICESFY or VOICESFY's licensors. These works are protected by intellectual property and copyright laws and treaties worldwide, and all rights are reserved. For the purposes of the terms of this Website, any use of excerpts from this Website other than as stipulated in these conditions is prohibited.

6.1.3. Modifying digital or paper copies of any content you print under section 6.1 is prohibited, and you cannot use any illustrations, photographs, or any other graphics, video or audio sequences, independently from any accompanying text.

6.1.4. You must ensure that VOICESFY's status as the author of content on this Website is always acknowledged.

6.1.5. You may not use any of the content on this Website or the Website itself for commercial purposes without obtaining a license from VOICESFY to do so.

6.2. Usage Limitations: No part of this Website may be reproduced or stored on any other website, nor included in any electronic retrieval system, public or private, without prior written permission.

6.3. All Rights Reserved: All rights not expressly granted in the terms of this Website are reserved.

7. SERVICE ACCESS

7.1. Website Availability: While VOICESFY strives to ensure that this Website is available normally twenty-four (24) hours a day, VOICESFY will not be liable if this Website is not available at any time or for any period.

7.2. Access Suspension: Access to this Website may be temporarily suspended without prior notice.

7.3. Information Security: Unfortunately, the transmission of information over the internet is not entirely secure. While we will take necessary measures to protect information about you, we cannot guarantee the security of data transmitted to the Website; any transmission will be at your own risk.

8. CONTENT AND USER CONDUCT

8.1. General:

8.1.1. Information regarding your personal data, as well as business materials and scripts provided to VOICESFY, will be treated as confidential and private. By submitting such content, you acknowledge and warrant that you own or have all the necessary rights to it. You acknowledge that VOICESFY shall not have any liability with respect to the authorship of said content. VOICESFY will only use that material for the proper execution of its services and those of the artists, without disclosing, distributing, incorporating, or using it in any other way, including data, images, sounds, text, and other elements, for commercial or non-commercial purposes.

8.1.2. You represent and warrant that any User Content you post or upload does not violate any of the restrictions outlined in paragraphs 8.2 and 8.3 below.

8.2. User Content Policies: It is strictly prohibited to post, upload, or download any User Content (including Reviews) on or from the Website that:

8.2.1. Violates any applicable local, national, or international law;

8.2.2. Is illegal or fraudulent;

8.2.3. Constitutes unauthorized advertising; or

8.2.4. Contains viruses or any other harmful programs.

8.3. User Review Policies: In particular (but not limited to), comments and opinions you post through the Website must not:

- 8.3.1. Contain any defamatory, obscene, or offensive content;
- 8.3.2. Promote violence or discrimination;
- 8.3.3. Infringe on the intellectual or industrial property rights of any other person;
- 8.3.4. Breach any legal obligation to a third party (such as confidentiality obligations);
- 8.3.5. Promote illegal activities or invade the privacy of third parties;
- 8.3.6. Imply that it was created by us; or
- 8.3.7. Be used to impersonate another person or falsely represent your affiliation with any other person.

8.4. Removal of Reviews: The prohibited actions listed in sections 8.2 and 8.3 above are not exhaustive. VOICESFY reserves the right (but is not obligated unless required by law) to remove or modify at any time the reviews and other content posted and uploaded by users on the Website, which VOICESFY considers to violate the prohibitions in sections 8.2 or 8.3 above or to be objectionable or involve any harm or liability to VOICESFY or third parties.

8.5. Use of Reviews: Reviews and other User Content are solely for informational purposes and do not constitute advice from us. Reviews and User Content reflect the opinions of users who have placed orders through the website or third parties, and any statements or advice provided by such individuals are solely their own. Accordingly, to the extent permitted by law, we do not assume any responsibility to third parties for Reviews and User Content, including but not limited to any errors, defamation, obscenity, omissions, or falsehoods contained in such materials.

8.6. Liability: You agree to indemnify us for any loss, damage, and/or claim (and related costs) that we may incur or that may be claimed against us by an artist or third party as a result of Reviews or Content included on our Website in violation of any of the representations and warranties, agreements, or restrictions set forth in this section 9.

8.7. Disclosure to Authorities and Courts: VOICESFY will fully cooperate with any authority requesting or requiring the disclosure of the identity or location of anyone who has posted Reviews or content in violation of sections 8.2 or 8.3 or any other applicable restriction, to the extent allowed by law, exempting us from any liability for such disclosure.

9. LINKS TO AND FROM OTHER WEBSITES

9.1. Third-party Websites: Links to third-party websites on this Website are provided solely for your convenience. If you use these links, you will leave this Website. VOICESFY has not reviewed all of these third-party websites and does not control them (and is not responsible for these websites, their content, or availability). VOICESFY does not endorse them or make any representations regarding them, the material appearing on them, or the results of using

them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk.

9.2. Redirection Permission: You may redirect to the main page of this Website (www.voicesfy.com and any of its other domains or subdomains) provided you do so:

9.2.1. In a reasonable manner and in compliance with applicable laws, without harming VOICESFY's reputation or taking advantage of it.

9.2.2. You must not generate any link from a website that is not under your ownership or in a way that might suggest an association with VOICESFY that does not exist.

9.2.3. The website from which you link must comply with the content standards set forth in the conditions of this Website (especially paragraph 9 – User Content and Reviews).

9.2.4. VOICESFY reserves the right to withdraw redirection permission at any time.

10. DISCLAIMER

10.1. Website Information: Although VOICESFY strives to ensure that the information on this Website is accurate, we do not guarantee its accuracy or completeness. VOICESFY may make changes to the content of this Website, or to the services and prices described therein, at any time and without notice. The content of this Website may not be up-to-date, and VOICESFY does not commit to keeping it current.

10.2. Artist Actions and Omissions: The legal relationship corresponding to the order and delivery of audio from an artist is between You and VOICESFY, however, we have no control over the actions or omissions of any artist. By using the Website, you accept and acknowledge, without limitation, that:

10.3.1. We provide no warranty that the services requested from an artist through the website will be of satisfactory quality or suitable in your opinion, and we are not responsible for this.

10.3.2. We encourage all our artists to accept all orders and to communicate any rejection immediately to notify you, usually via email, as soon as possible. However, we cannot guarantee that artists will accept all orders, as they may reject them at any time due to high workload, weather conditions, or any other reason.

10.3.4. The above statements do not affect your legal rights against any artist.

10.4. Exclusion: Access to this Website and our services is permitted on the basis that, to the extent legally permitted, we exclude any representation, warranty, condition, and/or obligation (including any conditions imposed by law which, but for the conditions of this Website, would apply in relation to this Website and the services we provide).

11. LIABILITY

11.1. General: Nothing in the terms of this Website excludes or limits our liability for death or personal injury arising from VOICESFY's negligence, nor does it exclude VOICESFY's liability for fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law. Nothing in the terms of this Website affects your legal rights.

11.2. Disclaimer: Subject to clause 12.1, under no circumstances shall VOICESFY be liable, whether arising out of or in connection with the Service or the Website, whether contractual, tortious, or negligent (including use, inability to use, or results of use of the Service or the Website), for:

11.2.1. any loss of profits, sales, business, or revenue;

11.2.2. loss or corruption of data, information, or software;

11.2.3. loss of business opportunities;

11.2.4. loss of anticipated savings;

11.2.5. loss of goodwill; or

11.2.6. any indirect or consequential loss.

11.3. Additional Costs: If your use of the content on this Website results in the need for servicing, repair, or correction of equipment, software, or data, you assume all associated costs, including, without limitation, expenses related to the maintenance, repair, or adaptation of any equipment, software, or data you may own, lease, license, or otherwise use.

12. TERMINATION

12.1. Grounds for Termination: VOICESFY may terminate or suspend (at its discretion) both your right to use this Website and the use of the services immediately by notifying you in writing (including via email) if:

12.1.1. you use the Website in breach of the terms stipulated in the License;

12.1.2. you post reviews or any other User Content in breach of the terms stipulated in the User Content and Reviews section;

12.1.3. you breach the terms stipulated in the Links to and from Other Websites section;

12.1.4. you breach any other term of the conditions of this Website.

12.2. Obligations upon Termination of Contract: Upon termination or suspension, you must immediately destroy all downloaded or printed extracts of this Website.

13. WRITTEN COMMUNICATIONS

By using our website, you agree that communications with you will be primarily electronic. We will contact you by email or provide information by posting it on our Website. For contractual purposes, you agree to these means of communication and acknowledge the validity of contracts, notices, information, and other communications provided to you through these means. This condition does not affect your statutory rights.

14. EVENTS OUTSIDE OUR CONTROL

14.1. We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under this Contract that is caused by events outside our reasonable control ("Force Majeure").

14.2. Force Majeure Event includes any act, event, omission, or accident beyond our reasonable control and includes, in particular (without limitation), the following:

14.2.1. strikes, lock-outs, or other industrial action;

14.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

14.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster;

14.2.4. impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport;

14.2.5. impossibility of the use of public or private telecommunications networks; and

14.2.6. acts, decrees, legislation, regulations, or restrictions of any government.

14.3. Our obligations under this Contract will be suspended for the duration of the Force Majeure event and we will have an extension of time for the performance of our obligations for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure event to a close or to find a solution by which our obligations under these Website Terms can be performed despite the Force Majeure Cause.

15. ADDITIONAL TERMS

15.1. Privacy Policy: We are committed to protecting your privacy and security. All personal data collected from you will be processed in accordance with our Privacy Policies and the provisions of Organic Law 15/1999, of December 15, on the Protection of Personal Data. You should review our Privacy Policies.

15.2. Other Conditions: You should also review our Cookie Policy for information on how and why we use cookies to enhance the quality of the site and the service.

15.3. Severability: If any provision or part thereof of these Website Terms is deemed to be illegal, void, or unenforceable by any competent court or authority, such provision or part thereof shall be removed from these Website Terms, and the remaining provisions shall apply as if the provision or part thereof deemed illegal, void, or unenforceable had never been agreed upon.

15.4. Entire Agreement: Any failure (total or partial) or delay in enforcing any provision of these Website Terms by you shall not be construed as a waiver of your or our rights and remedies.

15.5. Waiver: Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms shall not be construed as a waiver of your or our rights or remedies.

15.6. Assignment: You may not assign any of your rights or obligations under these Website Terms without our prior written consent. We may assign any of our rights or obligations under these Website Terms to any business with which we form a joint venture, which we acquire, or which acquires us, without the need for your prior written consent.

15.7. Headings: The headings in these Website Terms are included for convenience purposes only and shall not affect their interpretation.

15.8. VOICESFY will pursue violations of these conditions as well as any misuse of its website.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Website Terms shall be governed and interpreted in accordance with Spanish law. VOICESFY and the user, expressly waiving any other jurisdiction or applicable legislation that might be applicable to them, submit to the common Spanish law and the jurisdiction of the Courts of the city of Madrid (Spain), unless mandatory applicable legislation determines a different jurisdiction or legislation.