



## VOICE GENERAL TERMS & CONDITIONS

### Association for the Protection of Voice Actors and Performers

- 1) The agreed usage license and rights to any and all voiceover services provided are only acquired upon full payment of the fees charged.
- 2) All fees are charged in Euro. Fees exclude legally mandated VAT, as well as any and all additional taxes, fees and other agreed expenses. The voice actor reserves the right to adjust fees from time to time.
- 3) The invoice issued by the artist is due for payment immediately, without deduction. In the event of late payment, interest on the arrears is due at a rate of 1% per month, from the 15th day onwards. In the event of the client defaulting on payment, the voice actor is not obliged to provide services for as long as the payment arrears persists and shall be entitled to declare all outstanding invoices as due immediately and to demand advance payment or the provision of security. The assertion of further rights and claims shall remain unaffected. In this respect, the client undertakes to reimburse all reminder and collection expenses, as well as costs incurred by legal representation.
- 4) Making an appointment with the relevant recording studio also constitutes a binding order from the client.
- 5) In the event of cancellation within a period of 24 hours prior to the agreed recording session, a cancellation fee will be charged at the applicable rate.
- 6) Once the duration of the recording session has passed or upon client approval of the recording in the studio, the service is deemed to have been rendered and completed - and payment for that service is due in full.
- 7) The client undertakes to obtain the voiceover artist's consent if they intend to use the audio recording or recordings (in original or any modified form) in a different medium or geographical area - or if they intend to reuse or continue to use the audio recording or recordings after the end of the initial usage license.
- 8) If the client intends to use a voiceover recording
  - a. after the originally agreed usage licence duration has expired
  - b. in a modified form (either partially or entirely modified)
  - c. in a medium/media other than stipulated in the original invoice
  - d. in a geographical region or regions other than stipulated in the original invoicethe client is legally obligated to inform the voice actor of any and all such intended usage *prior* to such usage.

In such an instance, additional fees are owed for the additional usage. The voice actor is entitled to invoice the client fees commensurate with the association's fee structures at that point in time. The client is obligated to pay these fees in full, immediately, before further usage of the voiceover recording.
- 9) In the case of advertising commercials, the usage license is limited to one year, commencing on the date of the first broadcast. The usage licence is solely for the medium or media and geographical area explicitly listed in the invoice, as well as only for the specific version agreed upon. In the case of advertising commercials, when not otherwise agreed upon, the usage license is valid for all the broadcasters in the listed medium in the country listed.

- 10) In the case of voiceover recordings for purposes other than advertising, the voice actor is to be named in the following ways:
  - a. in audio or video, listed clearly in the opening or closing credits.
  - b. When reproduced for commercial sale, on the cover of the media storage unit (DVD, CD, etc.).
- 11) In the event of a client breaching one or more articles outlined in these terms and conditions, in addition to whatever fees might be owed, a financial penalty is due amounting to a minimum of three times the total sum of the relevant invoice. This penalty is payable by the client within 30 days. The client indemnifies the voiceover artist for any and all reminder fees and/or collection expenses, as well as any and all legal costs and expenses the voiceover artist may incur, including but not limited to costs associated with legal representation.
- 12) The use of the performance and/or voice, its modulation, timbre, associated gestures, and all comparable characteristics of the voice talent is permitted solely for the purpose explicitly defined in the present contract and the specific production.

In relation to any and all voiceover services, in whatsoever form - whether in whole or in part, (including commercials,) the following are explicitly prohibited, unless otherwise specifically agreed upon in signed, written form:

  - a. The usage of the performance and/or voice and all its characteristics for feeding (including text and data mining), archiving, training, simulation, or any other activities related to Artificial Intelligence (AI), machine learning, robotics, computer games, or any other methodology aiming to use or alter the voice (including voice cloning) as well as
  - b. The transfer, transmission or supplying of the above, whether remunerated or not, irrespective of the legal nature of any commercial relationship, to third parties.
- 13) Payable and actionable in Vienna.
- 14) Only these terms and conditions as outlined herein are valid and applicable. Any other terms and conditions only become applicable upon signed, written acceptance of them by the voice actor. This remains the case when the client has communicated their own terms and conditions, even in instances in which the voice actor has not explicitly rejected the client's terms and conditions.
- 15) A current version of these general terms and conditions is available on the voice actor's website. Revisions, changes and additions may be undertaken at any time and enter into force in the following manner:
  - a. If no date is specified, then on the earlier of the following:
    - i. The date on which the client communicates acceptance of the revised terms and conditions.
    - ii. Two months after the publication of said changes, revisions or additions (for example, by dint of sending a copy of the revised terms and conditions to the client by email), providing the client does not reject them in writing or electronically by email.
  - b. When a date has been specified (subsequent to publication), either:
    - i. On the date specified for the revised terms and condition to enter into force.
    - ii. Earlier, if the client has indicated their explicit acceptance of the revised terms and conditions or two months after publication of said changes, revisions or additions (for example, by dint of sending a copy of the revised terms and conditions to the client by email), providing the client does not reject them in writing or electronically by email.

When communicating revisions to the client, the voice actor shall draw the client's attention to the fact that failing to raise any objection to the revisions within the period listed in articles 15) a. and b. shall be deemed as acceptance of them.