

# VOICE IN TIME - Terms and conditions

## 1. Conclusion of the Contract

1. Via internet, **voice in time** enables the customer to submit a request for the recording of a specified text. The order will not be accepted unless the reception of the order is being confirmed through **voice in time**.

2. In the event of the request not being forwarded by the client personally, but through third parties on the client's behalf, the request will only become valid after being cleared by the client.

## 2. Services

1. **voice in time** records the texts supplied by the client. The client can actively participate in the mode of recording via a conference call supplied by **voice in time**. Should the client abstain from this, production is incumbent on 'voice in time', corresponding to the wishes clarified by the client beforehand.

2. The recorded text will be made available on demand to the client on the **voice in time** server, not earlier than 90 minutes after order acceptance. Prerequisites for this are that the order situation allows for it, that the recorded text does not exceed 3 minutes (max. 2100 characters) and that the client foregoes a speaker casting.

3. The recorded text will be made available to the client in a previously chosen audio format and in the required manner (email or CD via the postal services or courier). The client will be informed of the completion of the recording via email.

4. **voice in time** accepts no liability for production process delays caused by external service companies.

5. Events of the *force majeure* category entitle 'voice in time' to extend delivery deadlines for the duration of the impediment.

6. **voice in time** does not retain copies of audio files produced on behalf of the client.

### 3. Rights

1. The client grants **voice in time** the right to record texts made available by the client.

2. **voice in time** transfers the copyright to the client for purposes stipulated in the contract only. Transfer of rights over and above this (e.g. spatially, objectively or temporarily unrestricted copyrights), require special arrangements.

3. Prior to complete payment, the client is only permitted revocable use of the recorded work. Should the client default payment, 'voice in time' reserves the right to enjoin the client use of the recording until such time as payment is made.

4. The client is obliged to inform 'voice in time' on demand with whom he has signed contractual agreements for a specific recording, should 'voice in time' hold the copyright to the recorded work in question.

5. Should the client wish to include copyrighted works, music or texts within the contract framework, the client is responsible for the clarification of any rights belonging to third parties.

6. GEMA rights are categorically non-transferable and are therefore not compensated for by payments to 'voice in time'.

### 4. Exclusion

1. In principle, **voice in time** is not obliged to provide services, especially in cases whereby texts submitted by the client violate statutory regulations, infringe the rights of third parties, or should it be deemed probable that such infringements or violations can occur. In such cases, **voice in time** will request the client to alter the text and eliminate any passages which could construe a breach of rights.

**voice in time** is not obliged to point out the client possible violations of the law.

## 5. Remuneration

1. Unless otherwise agreed, services provided by **voice in time** will be billed based upon quotes submitted by **voice in time**.

2. Should the recording be required for advertising purposes (i.e.: for the attainment of specific marketing benefits or provision successes), remuneration will be charged according to the Hamburg List of speaker fees.

3. The client is prohibited from using the recorded material until all respective costs are paid.

## 6. Liability

1. **voice in time** is liable for cases of intent and gross negligence. In cases of slight negligence, 'voice in time' is only liable in regard to violation of a considerable contractual obligation (Cardinal Obligation) in addition to damages incurred by bodily harm.

2. This liability is restricted to the sum of the predictable damage which can be typically calculated. Liability is limited to 2.000 euros.

## 7. Final clauses

1. Communication between the contractual partners will be effected by e-mail, telefax or Telefone.

2. The contractual parties can only settle claims which are deemed valid or legally indisputable.

3. **voice in time** is permitted to feature the client as a reference on the **voice in time** website or in other media.

4. Should single terms of the agreement between the parties in whole or in part be or become invalid, all other terms and conditions remain unchanged. In such cases, the contract partners will replace the invalid condition with a valid agreement which should adhere as closely as possible to the intended economical purpose of the invalid clause. The same applies to possible hiatuses in the agreement.

5. Terms and conditions of the client will not constitute part of this contract.

6. German jurisdiction is legally binding, excluding all warranties of international civil law and UN law on the sale of goods.

7. The place of exclusive jurisdiction for all litigation from or in connection with this contract is the registered office of **voice in time**.