

## TERMS & CONDITIONS VOICE OVER – STEPHANIE MATARD

### **Article 1 – Purpose**

Stephanie Matard born on May 18<sup>th</sup>, 1984, in Kingsville, Texas, of French-American nationality, working as an actor, performer, and professional voice-over artist under SIRET number: 841 042 823 00010 at the following address: 16 rue Octave Bonnel 27110 Le Neubourg (hereinafter referred to as “the Voice Over”).

Provides voice acting services, voice acting consulting, voice development, audio production, and audio communication elements to professional customers (hereinafter the “Customer”).

These general terms and conditions of sale apply to all services provided by the Voice Over to the Customer and detail the rights and obligations of both parties.

The Customer's order of a service from the Voice Over implies and entails the Customer's unreserved acceptance of these general terms and conditions of sale. They shall prevail over any previous conditions of sale, as well as over any clauses and conditions of purchase that the Customer may apply. Only special conditions agreed between the Voice Over and the Customer may derogate from them.

### **Article 2 –Price**

For all requests for services, the Voice Over will draw up a quote including a price proposal valid for one (1) month from the date the quote is sent or presented to the Customer. The rates quoted are firm and non-revisable during this one (1) month period. After this period, they may be modified, and a new quote will be drawn up by The Voice Over if necessary.

All prices are quoted in euros and exclude VAT at the standard rate in force at the time of invoicing.

The prices of services offered by The Voice Over are those in application on the day the order is placed by the Customer, and which appear in the quote. Any service not included in the initial quote will be subject to an additional quote.

The quote is considered validated on receipt by The Voice Over of the document, dated and signed by the Customer and or a written consent via email. It is expressly agreed that by sending the signed quotation and or the written consent, the Customer accepts and agrees unreservedly to the terms of the quotation, the rates indicated and these terms and conditions of sale. Accepted quotations are binding and non-revisable.

### **Article 3 – Conditions de payment**

Payment terms: Invoices issued by The Voice Over are payable by the Customer, on receipt of the invoice, in full, without any deductions.

Payment of all invoices from The Voice Over by the customer is to be made exclusively in euros, either by bank transfer or by cheque made payable to Stephanie Matard.

Any delay in payment will automatically give rise to late payment penalties calculated

according to the legal rules in application. The rate of late payment penalties is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 5 points.

This penalty is calculated on the amount due, inclusive of tax, and runs from the due date of the price, without the need for prior formal notice.

In addition to late payment penalties, any sum not paid by the due date will automatically give rise to the payment of a flat-rate penalty of 40 euros to cover collection costs, in accordance with article D. 441-5 of the French Commercial Code, without prejudice to possible compensation, under the conditions of common law, for any other damage resulting directly from the late payment.

#### **Article 4 – Resolutive clause**

If, within fifteen days of the implementation of the article “ Conditions of payment ”, the Customer has not paid the sums still due, The Voice Over shall be entitled to terminate its services, notwithstanding the right to claim compensation for any loss suffered.

#### **Article 5 – Intellectual property**

- The services provided by The Voice Over for the Customer are protected by the neighboring rights of performers as defined by the French Intellectual Property Code. The Voice Over declares that it has ensured that it holds all rights relating to the elements used in the context of the services ordered by the Customer.

For their part, the Customer declares that they have ensured that they hold all rights relating to the elements that they may be required to make available to The Voice Over.

Failing this, each party will indemnify the other and assume all consequences arising therefrom, and will hold the other party harmless against all claims. Consequently, the defaulting party will be liable for all damages and interest awarded against the other party for infringement, unfair competition or parasitism, as well as all costs and fees of any kind incurred by the latter to defend itself.

- All services ordered by the Customer remain the full and exclusive property of The Voice Over until invoices issued by The Voice Over are paid in full by the Customer.

In return for payment of all sums due, the Voice Over transfers to the Customer its neighboring performer's rights to the creations it has produced for the Customer, solely for the purpose and destination agreed upon when the quotation is signed and thus identified in the quotation.

Any adaptation or exploitation for another purpose or destination is forbidden without the prior and express authorization of The Voice Over.

The performer's neighboring rights to preliminary drafts, mock-ups, proposals, and work supports that the Voice Over may have developed as part of the project or discussions are not transferred to the Customer and remain the exclusive property of the Voice Over, whether or not the deal is concluded.

The only rights assigned are those relating to the services identified in the quotation, ordered and paid for by the Customer.

- The related intellectual property rights thus assigned include the right of fixation, reproduction, and representation.

The assigned fixation right covers any recordings made from the Voice Over's live performance as part of the services ordered by the Customer.

The assigned right of reproduction includes the direct or indirect reproduction, by any technical process known or unknown, current or future, on any medium and on any private or open, national or international telecommunications network (in particular internet, extranet, intranet), of all or part of the creations made by the Voice Over as part of the services ordered by the Customer.

The right of representation granted corresponds to the right to represent, make accessible, broadcast, or communicate to the public, directly or indirectly, all or part of the creations, by any means known or unknown, present or future, for any use and in unlimited numbers.

The Voice Over assigns the abovementioned related neighboring property rights to the Customer, who may use them for commercial, advertising, and promotional purposes.

The assignment of the performer's neighboring rights is made for French territory and for the entire duration of the neighboring rights pertaining to creations recognized under French law.

Unless there is a prior written agreement between the Parties, the name of the Voice Over will be credited by the Customer and will appear at the end of the creation produced for the Customer.

### **Article 6 – Liability**

- The information provided by the Customer is binding: in the event of error or inaccuracy, The Voice Over cannot be held responsible, and any resulting additional costs will be borne by the Customer.
- The obligations of The Voice Over are obligations of means.
- The Voice Over can in no way be held responsible for the commercial success or failure of the projects it has developed for the Customer and the financial consequences for the Customer, the latter refusing to make subsequent payment for The Voice Over's services dependent on the commercial success of its project.

### **Article 7 – Advertising Rights**

Unless explicitly stated otherwise by the Customer, The Voice Over reserves the right to mention its work for the Customer as a reference.

The Voice Over also reserves the right to re-use, adapt, and modify all or part of the services provided for the Customer, as part of its commercial prospecting and external communication, in accordance with the practices of the communication professions and in strict compliance with the Customer's rights to its image, its brand and the image of its members.

## **Article 8 – Duration**

- The contract between the Customer and The Voice Over is valid for the duration specified in the quotation. This term is firm and is not automatically renewable.

The Customer undertakes to do all in its power to supply the Voice Over, at its express request, with any information in its possession that may be required for the proper execution of the services, as well as any elements likely to modify the timetable for their completion.

Failing this, and in the absence of any return from the Customer within 3 months of the Voice Over's request by registered letter with acknowledgment of receipt, the Voice Over reserves the right to terminate the service contract and invoice the Customer for the work carried out, without prejudice to any compensation for any other damage resulting directly from the Customer's behavior.

- In the event of material and/or technical impossibility of providing the service, the Voice Over and the Customer will do their utmost to inform the other party as soon as possible, so that the date of the service can be postponed to a later date, under the best possible conditions.

However, if the postponement is impossible due to the Customer's fault, the amount paid as a deposit will be retained by Voice Over, without prejudice to possible compensation for any other damage resulting directly from the Customer's fault. The Voice Over also reserves the right to invoice the Customer for any work already carried out.

In the event of cancellation on the part of the Voice Over, the latter shall reimburse the deposit paid by the Customer.

## **Article 9 – Delivery - Restitution**

- Services are delivered free of charge by Internet download and/or by e-mail to the address provided by the Customer at the time of placing the order. The Voice Over declines all responsibility if the Customer does not receive the e-mails sent to him/her (notably in the case of anti-spam software, computer and/or Internet access problems blocking the reception of e-mails, etc.).

In the event that delivery by electronic means is impossible, The Voice Over and the Customer will do their utmost to inform the other party as soon as possible, in order to agree on a postal shipment at the Customer's expense, on digital media (download, CD-Rom, DVD-Rom, floppy disk, USB key, flash memory, or any other type of computer media) in the form of a WAV audio file or on request MP3 (or other format to be specified when the order is placed).

- At the end of the service or in the event of early termination, the Voice Over undertakes to return to the Customer any working documents provided during the service, as well as any elements produced.

The Voice Over undertakes to retain technical support for the project for a period of 2 years from the date of delivery, after which the Customer may no longer request a copy, subject to cases of force majeure as defined in the present terms and conditions of sale.

## **Article 10 – Personal Data**

- When the Voice Over processes the personal data of its customers and determines the purposes and means of processing such data, it has the status of data controller in application of the regulations in force.
- In this respect, it informs the Customer that the personal information it collects through the quotation (i.e. surname, first name, date of birth, address, telephone number, e-mail address, bank details, etc.) is recorded in its customer file and is mainly used for the proper management of relations with the Customer and the processing of orders.

The personal information collected will be kept for as long as necessary to process the Customer's order, unless:

- A longer retention period is authorized or imposed by a legal or regulatory provision;
  - The customer has exercised one of his legal rights under the conditions set out below.
- Access to personal data is strictly limited to employees and agents of The Voice Over, authorized to process such data by virtue of their functions.

- The information collected may be communicated to third parties bound to The Voice Over by contract for the performance of subcontracted tasks necessary for the management of the order, without the customer's authorization being required. It is specified that, in the context of the performance of their services, third parties have only limited access to the data and are contractually obliged to use it in compliance with the provisions of applicable legislation on the protection of personal data.

Apart from the cases set out above, The Voice Over undertakes not to sell, rent, transfer or give access to third parties to data without the Customer's prior consent, unless compelled to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of rights of defense, etc.).

- Some of the recipients of the personal data collected are located outside the European Union. The customer is informed that guarantees have been taken to ensure an adequate level of protection for personal data.
- In accordance with the applicable legal and regulatory provisions, in particular Act no. 78-17 of January 6, 1978, as amended, relating to information technology, files and freedoms, and European Regulation no. 2016/679/EU of April 27, 2016 (applicable from May 25, 2018), the Customer has the right to access, rectify, port and delete his/her data or to limit the processing. They may also, on legitimate grounds, object to the processing of data concerning them.

The Customer may, subject to production of valid proof of identity, exercise these rights by contacting Stephanie Matard +33(0)777953364 [stephanie@stephaniematard.com](mailto:stephanie@stephaniematard.com)

If the Customer does not wish to receive promotional messages and invitations via e-mail, SMS messages, telephone calls and postal mail, he/she can indicate this choice when finalizing his/her order, modify his/her choice by contacting the The Voice Over under the conditions mentioned above, or by using the unsubscribe links provided in the messages.

For any further information or complaint, the customer may contact the Commission Nationale de l'Informatique et des Libertés (more information at [www.cnil.fr](http://www.cnil.fr)).

### **Article 11 – Force majeure**

The Voice Over cannot be held responsible if the non-execution or delay in the execution of one of its obligations described in the present terms and conditions of sale results from a case of force majeure.

In this respect, force majeure is defined as any external, unforeseeable and irresistible event within the meaning of the French Civil Code.

### **Article 12 – Jurisdiction**

Any dispute relating to the interpretation and execution of these general terms and conditions of sale is subject to French law. Failing an amicable resolution, the defendant's court will have sole jurisdiction for any dispute relating to the interpretation and performance of a contract and its consequences.