

This document is a translation of the original Dutch terms and conditions. In case of any discrepancies or ambiguities, the Dutch version shall prevail.

General Terms and Conditions

Article 1: Definitions

- 1.1. **Contractor:** Ruben de Goede, operating under the name”
“De Goede Stem,” located at (6836 RL) Arnhem, Aagje Dekenstraat 17, registered with the Chamber of Commerce under number 70805377.
- 1.2. **Client:** The natural or legal person who commissions the Contractor.
- 1.3. **Assignment:** All work performed by the Contractor for the Client, including but not limited to voice-over, teaching, acting, filming days, and training acting.
- 1.4. **Agreement:** The agreement between the Client and the Contractor to which these general terms and conditions apply.
- 1.5. **Fee:** The amount owed by the Client to the Contractor for the execution of the Assignment.
- 1.6. **Usage Rights:** The right of the Client to use the recordings delivered by the Contractor as agreed.
- 1.7. **Written Communication:** Correspondence via letter, email, WhatsApp, or other electronic means, provided the sender’s identity and the integrity of the content are sufficiently established.

Article 2: Applicability

- 2.1. These general terms and conditions apply to all offers, quotations, Assignments, and services and/or products provided by the Contractor.
- 2.2. All offers and quotations are non-binding unless explicitly agreed otherwise in writing.
- 2.3. The applicability of any general terms and conditions of the Client is expressly excluded.
- 2.4. Deviations from these general terms and conditions are only binding if they have been agreed upon in writing between the Contractor and the Client.

Article 3: The Assignment

- 3.1. The Client commissions the Contractor to perform work as described in Article 1.3.
- 3.2. The Agreement is established upon written confirmation of the Assignment by the Client, including acceptance of a quotation, email, or other electronic message.
- 3.3. The Contractor will execute the Assignment personally, in principle. If it becomes necessary to have certain work performed by third parties, the Contractor will consult with the Client in advance and obtain written permission. The Contractor remains responsible for the quality of the work performed.
- 3.4. The Contractor reserves the right to refuse or terminate an Assignment without providing a reason.

Article 4: Cancellation Policy

4.1. Short Assignments (1 day or less):

- Cancellation within 24 hours prior to the scheduled execution time: The Client is liable for 100% of the agreed Fee.
- Cancellation between 24 and 48 hours prior to the scheduled execution time: The Client is liable for 50% of the agreed Fee.
- Cancellation between 48 and 72 hours prior to the scheduled execution time: The Client is liable for 25% of the agreed Fee.

4.2. Longer Assignments (more than 1 day):

Considering that the Contractor reserves a longer period for such Assignments and that it is more challenging to find replacement work on short notice, the following cancellation fees apply:

- Cancellation within 7 days before the start of the work: The Client is liable for 100% of the agreed Fee.
- Cancellation between 8 and 14 days before the start of the work: The Client is liable for 75% of the agreed Fee.
- Cancellation between 15 days and 1 month before the start of the work: The Client is liable for 50% of the agreed Fee.
- Cancellation more than 1 month before the start of the work: The Client is liable for 25% of the agreed Fee.

Article 5: Fee

5.1. The Fee is agreed upon in advance and documented in a quotation, email, or other electronic message.

5.2. All prices are exclusive of VAT unless explicitly stated otherwise.

5.3. The Contractor reserves the right to adjust rates. Rate changes will be communicated to the Client in writing at least one month before they take effect.

Article 6: Payment

6.1. Payment of the Fee must be made within 30 (thirty) days of the invoice date unless otherwise agreed in writing.

6.2. If the Client exceeds the payment term, the Contractor is entitled to suspend the Usage Rights as specified in Article 9. Additionally, extrajudicial collection costs and statutory interest may be charged to the Client.

6.3. If the Client remains in default, the Contractor reserves the right to suspend further execution of the Assignment until full payment is received.

6.4. The Contractor may take the recording offline or remove it from the broadcaster. Any associated costs will be borne by the Client.

Article 7: Revisions

7.1. The Contractor strives to deliver recordings of high quality.

7.2. The Client is responsible for providing accurate source files. Any errors in the script are the responsibility of the Client.

7.3. After providing the script to the Contractor, textual changes can be made, but these are considered a new Assignment and charged as such.

7.4. If the Client discovers an error in the recording, such as a mispronunciation, this must be reported within 14 (fourteen) calendar days of delivery. The Contractor will correct the error free of charge.

7.5. Corrections not reported within 14 calendar days may be processed at an additional cost.

Article 8: Adjustments and Derivatives

8.1. The Client is not permitted to modify the delivered work or create derivative works without the express written permission of the Contractor.

8.2. The Client is not permitted to use the recording for purposes or reach other than those agreed upon without the prior written consent of the Contractor.

Article 9: Ownership of Work and Usage Rights

9.1. Ownership of the content and materials, such as texts, trademarks, and processes, that form part of the Assignment, remains with the Client. The ownership of the recording itself remains with the Contractor.

9.2. The Client must indicate in advance how the recording will be used, including the intended reach and period of use. Based on this, the Usage Rights are determined.

9.3. The Usage Rights are agreed upon via a quotation, email, or other electronic message.

9.4. All intellectual property rights relating to the materials developed or provided by the Contractor remain with the Contractor unless explicitly agreed otherwise in writing.

9.5. In the case of unauthorized use of the recording outside the agreed Usage Rights, the Contractor is entitled to demand a Fee significantly higher than the normal Fee.

Article 10: Use for Artificial Intelligence (AI) and Machine Learning

10.1. The Client agrees not to use any part of the recording, audio file, or performance of the Contractor for purposes other than those agreed upon, including but not limited to creating synthetic voices or machine learning.

10.2. The Client will not use any recording or performance of the Contractor to simulate the Contractor's voice or likeness or to create a synthesized or "digital twin" voice, voice clone or likeness of the Contractor.

10.3. The Client agrees not to sell or transfer any part of the original files of the Contractor's performance to third parties for use with AI technologies without the written consent of the Contractor.

10.4. In case of violations of this article, the Contractor is entitled to impose a penalty of at least €5,000 per violation, plus €500 for each day the violation continues, without prejudice to the Contractor's right to claim full compensation for damages.

Article 11: Amendment Clause

11.1. The Contractor reserves the right to unilaterally amend or supplement these general terms and conditions.

11.2. Changes or additions will be communicated in writing, by email, or via the Contractor's website and will take effect 30 (thirty) days after notification unless otherwise stated.

11.3. If the Client does not agree with the amended terms, they have the right to terminate the Agreement in writing before the amended terms take effect.

Article 12: Liability

12.1. The Contractor is only liable for direct damage caused by intent or gross negligence in the performance of the Assignment.

12.2. The Contractor is not liable for indirect damage, including consequential damage, loss of profit, and damage due to business interruption.

12.3. The liability of the Contractor is in all cases limited to the amount charged for the relevant Assignment.

Article 13: Applicable Law and Disputes

13.1. All legal relationships involving the Contractor are exclusively governed by Dutch law.

13.2. Disputes will be submitted to the competent court in the district where the Contractor is established, unless mandatory law prescribes otherwise.

Article 14: Force Majeure

14.1. In the event of force majeure, the Contractor is entitled to suspend the execution of the Assignment without any obligation to compensate for damages.

14.2. Force majeure refers to any circumstance beyond the control of the Contractor that temporarily or permanently prevents the fulfillment of the Agreement, including but not limited to illness, disruptions in telecommunications infrastructure, and government measures.

Article 15: Confidentiality and Security

15.1. The Contractor and the Client undertake to keep confidential all confidential information obtained from each other in the context of the Agreement.

15.2. The Contractor takes appropriate technical and organizational measures to secure personal data and other confidential information against loss or unlawful processing.

15.3. The Contractor processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information, refer to the privacy statement on the Contractor's website.

Article 16: Definition of "Written"

16.1. "Written" in these terms and conditions also includes communication via email, WhatsApp, and other electronic communication, provided the sender's identity and the integrity of the content are sufficiently established.

Article 17: Final Provisions

17.1. If any provision of these general terms and conditions is null or void, the remaining provisions will remain in full force. The parties will consult to agree on a new provision that aligns as closely as possible with the intent and purpose of the nullified or void provision.

These terms and conditions were last updated on August 30, 2024.