

## **Terms and Conditions:**

These terms and conditions govern the use of services provided by SARZ Recording Studio, a company registered in England and Wales under the company number 14198314, with its registered office located at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ ("we," "us," or "our"). These services are accessible through the website [www.sarzrecordingstudio.com](http://www.sarzrecordingstudio.com) (the "Website").

A "User," "you," or "your" is someone who utilises the services made available through the website (the "Services") and may be acting as an Actor while doing so. Other Users can view the Website's public portions (which might include voice recordings of Actors) without having an account, but such Users will need one to utilise the Website's full capabilities. Users without accounts can access these public parts, but they are not permitted to download or otherwise attempt to gain any copies or records of the website's content that are protected by our or the user who posted it's rights.

A User who has created an Actor account on the Website is referred to as an Actor. The User who creates the account guarantees that they are above 18 and, if the Actor is not themselves, that they are the parent or guardian of the relevant individual if the individual is under the age of 18. If the Actor is not the relevant individual, then references to the Actor include, where appropriate, the Actor's parent or guardian.

## **2. What We Do**

2.1 The Website contains and provides a way for voice actors to market their abilities to people looking for them and to be taken into consideration for roles involving recorded performances. SARZ is dedicated to upholding the clients' trust as well as the performers' creative rights who have been hired for a role.

As part of this process, all actors accept and understand that we will have the right and authority to:

2.1.1 Give our clients, potential clients, and connections (collectively, "Clients") access to their User Profiles, including any User Portfolios, so that they can decide whether the relevant person's skills are appropriate for consideration for a project or role. Public Access Users may also have restricted access to a User's Profile, allowing them to simply view sample data and content;

2.1.2 Talk to any such Clients about the information in your User Profile, including your User Portfolio;

2.1.3 Discuss whether the Actor may be a good fit for a specific role or to audition for such a job with such Clients;

2.1.4 We promise to use the information in your User Portfolio and any recordings only to the extent necessary to provide the Services or as otherwise agreed upon with the Actor. In particular, we promise not to use or allow the use of an Actor's voice-over recordings in connection with the creation of any synthetic voice (also known as AI voice or Text-To-Speech voice) production unless specifically authorised by the Actor in writing and recorded for that purpose.

2.2 The following is brought to Actor's attention:

2.2.1 If we get in touch with you to talk about a role or to request a custom audition for the Client's consideration, it is your responsibility (at your expense) to send us a recording of the audition; if you ask us to make any arrangements to record the audition using our services, there will be no additional fees unless this is expressly agreed upon by all parties in accordance with the terms of use of any relevant studio facilities;

2.2.3 An actor must inform us at the time of confirming their interest in the job or audition if they desire to offer an alternative charge, pricing model, or rate when applying for a role or audition. The rates will have been determined taking into account the budget and expectations of the Client, but actors or the agencies who represent them are welcome to inform us if they want a higher rate or a different charging structure. The original fee suggested is assumed to

have been accepted if the actor or their agent acting on their behalf does not make an alternative charge at that time. Before we have confirmed their alternative pricing proposal, the Actor or their agent should wait to incur any costs associated with the part or audition, even if they have proposed a different price. Please be aware that acceptance of any alternative pricing proposal does not suggest that the Actor will be chosen for the role or that the Client will use their recording; rather, it just means that the pricing proposal will be the basis for payment;

2.2.4 where you are provided with any script for any such role or audition, you acknowledge, agree and undertake that you will not copy or disclose such script to any third party and will ensure that it remains confidential. In particular, you are not permitted to use any recordings that you send to us for anything other than the audition, and you understand and accept that without our prior written authorization, neither will you share them with third parties nor add them to your user portfolio;

2.2.5 You won't communicate directly with the Client or its representatives about any business-related or legal issues relating to the role, the audition, or any associated work unless you do so through us or with our express written consent.

2.2.5 While we will make every effort to maintain the Website's availability, access is dependent on the availability of the internet, and we may occasionally need to perform hardware and software maintenance or upgrades, which could result in the temporary suspension of some or all Website features;

2.2.6 The content of a User's Profile and Portfolio is wholly uploaded by the User, who is solely responsible for its content, while adhering to the structure we've created.

2.3 If you are chosen by a Client to be considered for a role, you authorise us to enter into an agreement with the Client allowing the Client to use any recordings you make for the role (the "Recording") and, where required by the Client, you agree to sign a talent release that outlines any restrictions on the broadcast or use of such work on your behalf. We will always concur with you:-

2.3.1 The terms of use of the Recording ("Usage"), including any restrictions on purpose, medium, geographic territory, or time limits that are not an all-rights licence unless expressly acknowledged by you;

2.3.2 the cost to be paid to you, which takes into account basic session fees or scale, as appropriate, for making the recording itself as well as for using the Recording in accordance with the Usage Terms Agreed;

2.3.3 You give us permission to license the Recording to the Client under the terms of the agreement.

For the avoidance of doubt, you do not consent to using the Recording for any purpose other than the audition or in line with any agreed-upon licence that will be separately documented with you in response to a request from us that calls for your approval.

2.4 After a recording is finished, you agree that, absent our prior written approval, you won't communicate directly with the Client or its representatives regarding the Recording or any subsequent project associated with or related to the Recording.

### **3. User Accounts and Profiles**

3.1 Users must construct a profile ("User Profile") while registering to use the website. If the User is an actor, they can also make a portfolio on their user profile ("User Portfolio") where they can upload samples of their work.

3.2 Users are in charge of all information they submit or upload to the Website, as well as the information in their User Profiles and User Portfolios and their own security when using our services, both online and offline.

3.3 The User Profile will contain information that is shared with other Users (the "Public Profile") as well as information that is shared with us only to facilitate the delivery of the Services (the "Private Profile"). Users acknowledge and agree that the contents of their Public Profile, particularly their User Portfolio, may be made available to Clients and any visitors to the Website who are not registered as a User. By uploading such information, Users consent to our using it to provide services through the Website.

3.4 Actors on their own behalf warrant and confirm that:

3.4.1 All content in their User Profile is accurate and not misleading;

3.4.2 No content in their User Portfolio, including, to be clear, any content in their User Profile, violates any third party's copyright, other intellectual property rights, or other rights.

3.5 In our sole discretion, we determine that any content within a User Profile, including any User Portfolio, violates the warranties mentioned in Condition 3.4 above, we may choose to promptly remove such content. By using our services, each User agrees to hold us harmless and indemnify us against any liability we may incur due to the content of their User Profile and/or User Portfolio.

3.6 Users are fully responsible for all activities performed using their account. During the registration process on the Website, Users will be prompted to create a password for their account and will have the choice to enable two-factor authentication. Users bear sole responsibility for any transactions or activities conducted through their account using their password. If you suspect unauthorized access or usage of your account, please notify us promptly.

3.7 If we determine, in our sole discretion, that any User violates these terms and conditions or misuses the Website in an inappropriate manner, we reserve the right to suspend or terminate their account without prior notice.

#### **4. User Responsibilities**

4.1 Users are independent individuals and are not affiliated with us as employees or consultants. They are fully accountable for their own actions, both within and outside the Website.

4.2 We may immediately suspend or terminate any Actor's User account and/or access to the Website and/or any agreement with the Actor for their casting in a role or use of any of their recordings if in our opinion (entirely in our discretion), any User:

In case a User fails to adhere to these terms and conditions or utilizes the Website inappropriately,

If a User provides inaccurate or misleading information in their application or User Profile.

If a User repeatedly ignores written requests without responding.

If a User lacks consistency or fails to assure availability for recording sessions.

If a User fails to attend a scheduled recording session, whether it is at a home studio, remote location, or an agreed studio.

If a User fails to deliver a commissioned recording within the agreed deadline.

If a User submits audio recordings that we deem to be of sub-standard quality, including issues like panned audio, unwanted background noise, broken files, excessive audio processing, slating or watermarking files, incorrect file formats, or inadequate audio resolution.

If a User disregards or fails to perform according to the written brief for auditions or recordings, including requirements for intonation, specified pronunciations, missed words, or unauthorized changes to the script.

If a User consistently makes errors or mistakes in their recordings.

If a User demonstrates poor customer service, such as arguing with a client, making derogatory comments about a script or job during a live recording session.

If a User attempts to impose additional costs beyond those already agreed upon and specified in the corresponding Purchase Order provided by us, such as fees for agents, recording, editing, delivery, administration, or payment processing.

If a User shares contact information or discusses project terms, including rights limitations, session and usage fees, or future recording opportunities, with a client or their representatives without our express written consent.

If a User attempts to dissuade a customer from using our services.

If a User publicly expresses negative comments about our services on social media platforms, forums, blogs, or websites.

## **5. Payment**

5.1 If any payment is due to an Actor as a result of a Recording or booking, it will be handled according to the Purchase Order provided by us and the agreed-upon license terms for its usage.

## **6. Disclaimers and Limitation of Liability**

6.1 Nothing in these terms and conditions limits or excludes our liability for negligence that leads to death or personal injury or for anything that is prohibited by law from being excluded or limited.

6.2 We shall not be held liable for any loss or damage in the following circumstances:

6.2.1 There is no breach of a legal duty of care towards you.

6.2.2 The loss or damage was not reasonably foreseeable by us.

6.2.3 The loss or damage is caused by you or arises from your failure to comply with these terms and conditions.

6.2.4 The loss or damage is not a direct loss. We assume no liability for indirect or consequential loss.

6.3 Unless expressly stated in these terms and conditions, all terms, whether imposed by statute, law, or otherwise, are excluded to the extent permitted by law.

## **7. Changes to these terms and conditions**

We reserve the right to modify these terms and conditions by posting the updated version on the Website at least 14 days before they take effect. We encourage you to regularly check the Website for any changes. If you continue to use the Website or our services after the specified effective date, you are deemed to have accepted the revised terms and conditions.

## **8. Governing Law & Jurisdiction**

8.1 These terms and conditions, including any disputes or claims (including non-contractual disputes or claims) arising from or relating to them or their subject matter, shall be governed by and interpreted in accordance with the laws of England. The courts of England shall have non-exclusive jurisdiction to resolve any such dispute or claim.

8.2 If any provision or part of these terms and conditions is deemed unenforceable under the law, the remaining provisions shall remain in full force and effect.



