

We have updated our Terms of Use as of September 16th, 2023.

VoiceZam™ Terms of Use

Welcome to VoiceZam™, a service provided by MediaZam LLC ("**VoiceZam**," "**MediaZam**," "**we**," "**our**," or "**us**").

These Terms of Use govern your use of voicezam.com (the "**Website**") and all related sites, players, widgets, tools, apps, data, software, APIs and other services provided by VoiceZam™ (the "**Services**").

These Terms of Use, together with the VoiceZam Privacy Policy, Cookie Policy, Membership Services Agreement, and any other terms specifically referred to in any of those documents, constitute a legally binding agreement (the "**Agreement**") between you and VoiceZam™ in relation to your use of the Website and Services (together, the "**Platform**").

Acceptance of Terms of Use

Please read these Terms of Use and our Privacy Policy very carefully. If you do not agree to any of the provisions set out in those documents, you cannot use the Website or the Services.

By accessing or using the Platform, registering an account, or by viewing, accessing, streaming, uploading or downloading any information or content from or to the Platform, you represent and warrant that you have read and understood the Terms of Use and Privacy Policy, that you will abide by them, and that you are either 18 years of age or more, or you are 13 years of age or more and have your parent(s)' or legal guardian(s)' permission to use the Platform.

Changes to Terms of Use

VoiceZam™ may change these Terms of Use and other guidelines and rules posted on the Platform from time to time. The date of last modification is stated at the top of these Terms of Use. It is your responsibility to check this page from time to time for updates.

Your continued access or use of the Platform constitutes your acceptance of such changes. Your access and use of the Platform will be subject to the current version of the Terms of Use posted on the Platform at the time of such use. Please regularly check

the "Legal" or "Terms of Use" link on the home page of voicezam.com to view the current terms.

Description of the Platform

VoiceZam™ and its affiliates provide a cutting edge Platform for voice talent, talent agents and media producers as described further on the VoiceZam™ website. We may, from time to time, release new tools and resources on the Website; add, delete, or change some or all of the Services; or introduce other Services and/or features for the Platform. Any new Services and features will be subject to these Terms of Use as well as any additional terms of use that we may release for those specific Services or features.

Your Use of the Platform

You will access and use the Platform and participate in the Platform for lawful purposes only and only in accordance with these Terms of Use and the guidelines, policies, restrictions, and agreements on the Website.

Your use of the Platform is conditional upon your strict compliance with these Terms of Use, including, without limitation, the following:

1. You must not conduct any fraudulent, criminal offense, or other unlawful activity.
2. You must not use the Platform to upload, post, store, transmit, display, copy, distribute, promote, make available, or otherwise communicate to the public:
 - a. any content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in our reasonable discretion;
 - b. any information, content, or other material that violates, plagiarizes, misappropriates, or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
 - c. any content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in our reasonable opinion;
 - d. any information, content, or other material that was artificially created using artificial intelligence, modeling, or other creation method other than by human creative effort;

- e. any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Platform or servers or networks forming part of, or connected to, the Platform, or which does or might restrict or inhibit any other user's use and enjoyment of the Platform; or
 - f. any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.
- 3. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or by sending messages or making comments using the name of another person.
- 4. You must not use or attempt to use another person's account, password, or other information, unless you have express permission from that other person.
- 5. You must not sell or transfer, or offer to sell or transfer, any VoiceZam™ account to any third party without the prior written approval of VoiceZam™.
- 6. You must not resell or make commercial use of the Platform or any part thereof.
- 7. You must not use any content (other than your content) in any way that is designed to create a separate content service or that replicates any part of the Platform offering.
- 8. You must not use any data mining, scraping, robots, or similar data gathering and extraction tools on or at the Website or use any other automated means to access the Platform.
- 9. You must not take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our servers or other infrastructure or use the Platform in any way that causes, or is likely to cause, the Platform or access to or use of it to be interrupted, damaged or impaired in any way.
- 10. You must not alter or remove, or attempt to alter or remove, any trademark, copyright, patent, or other proprietary or legal notices contained in, or appearing on, the Platform or any content appearing on the Platform.
- 11. You must not, and must not permit any third party to, copy or adapt the object code of the Website or any of the Services, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Platform, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to content.
- 12. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by VoiceZam™; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of our servers, system or network or attempt to breach our data security or authentication procedures; attempt to interfere with the Website or the Services by any means including, without limitation, hacking our servers or

systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of VoiceZam™ under these Terms of Use, we reserve the right to investigate any situation that appears to involve any of the above, and may report such matters to, and co-operate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

Termination Of Use

You agree to comply with the above conditions, and you acknowledge and agree that VoiceZam™ has the right, in its sole discretion, to limit your access to the Platform, terminate your account, or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending users to the relevant authorities.

Copyright/Intellectual Property

The Website and all content contained on the Website is proprietary to VoiceZam™ and is protected by United States and International copyright laws and treaties. Protected content includes, without limitation, text, graphics, logos, button icons, images, audio clips, video clips, digital downloads, data compilations, and software and the compilation and arrangement of such content. You may download or print materials from the Website for personal, non-commercial use, provided that you do not modify or alter the materials in any way, post or distribute the materials in any manner including any printed materials, website, online forum, online auction or other portion of the Internet, or delete or change any copyright or trademark notice. All material on the Website is provided for lawful purposes only. None of the information on this site may be copied, distributed, or transmitted in any way for commercial use without the express written consent of VoiceZam™.

Trademarks

VoiceZam™, and other VoiceZam™ graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of MediaZam LLC and its subsidiaries or affiliates. VoiceZam's trademarks and trade dress may not be used in connection with any product or service that is not VoiceZam's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits VoiceZam™. All other trademarks not owned by VoiceZam™ or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by VoiceZam™ or its subsidiaries.

Defamation; Communications Decency Act Notice

VoiceZam™ is a provider of "interactive computer services" under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this site by third parties is limited as described therein. We are not responsible for content or any other information posted to this site by third parties. We neither warrant the accuracy of such postings or exercise any editorial control over such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings

Reporting Infringement

VoiceZam™ respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us of your infringement claim in accordance with the procedure set forth below.

We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (the "DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement.

A notification of claimed copyright infringement should be emailed to our Copyright Agent at legal@mediazam.com, (Subject line: "VoiceZam DMCA Takedown Request"). You may also contact us by mail or fax at:

MediaZam LLC
PO Box 1388
Brookfield, WI 53008-1388
Fax: (866) 788-8226

To be effective, the notification must be in writing and contain the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;

- a description of the material that you claim is infringing or where it is located on the Platform, with enough detail that we may find it on the Platform;
- your address, telephone number and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Please keep in mind that if you knowingly make a false claim in a DMCA takedown notice, you could be subject to liability for damages, court costs and attorneys' fees under Federal law.

The foregoing process applies to copyright only. If you discover any content that you believe to be in violation of your trademark rights, please report this to us by email at legal@mediazam.com.

In all other cases, if you discover content that infringes any or violates any of your other rights, which you believe is defamatory, pornographic, obscene, racist, or otherwise liable to cause widespread offence, or which constitutes impersonation, harassment, spam or otherwise violates these Terms of Use or applicable law, please report this to us at legal@mediazam.com.

Blocking and Removal of Content

Notwithstanding the fact that VoiceZam™ has no legal obligation to monitor the content on the Platform, VoiceZam™ reserves the right to block, remove or delete any content at any time, and to limit or restrict access to any content, for any reason and without liability, including without limitation, if we have reason to believe that such content does or might infringe the rights of any third party, has been uploaded or posted in breach of these Terms of Use or applicable law, or is otherwise unacceptable to VoiceZam™.

Availability of Platform

VoiceZam™ may provide services in connection with the Platform, including but not limited to email notifications, streaming of audio content, and publication of Member's public profile information. We will endeavor to ensure that such services are available, operate correctly and are free from malicious code (e.g., computer viruses). You agree to release and hold harmless VoiceZam™ for any damages arising out of your use of the

Platform, including the unavailability, failure or improper operation of services provided in connection with the Website.

The Platform Provided "As Is"

THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE AND OUR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND USE OF THE PLATFORM IS WITH YOU. Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

Limitation of Liability

MEDIAZAM AND OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, MEMBERS, PARTNERS AND AGENTS (including us, collectively, the "MediaZam Parties") SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, DIRECT, PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES OR PROCEEDING ARISING UNDER THESE TERMS OF USE OR ARISING OUT OF YOUR OR ANY OF YOUR REPRESENTATIVES' USE OF THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. THE FEES FOR OUR SERVICES REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF USE. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify and hold each of the MediaZam Parties harmless against all claims or liability asserted against any of us arising out of or in connection with any breach by you or anyone acting on your behalf of any of these Terms of Use.

Submissions To The VoiceZam™ Website

VoiceZam™ welcomes your comments and feedback about the Website and about its Platform. However, we, in our sole discretion, reserve the right to use or not use any ideas, content, materials, or suggestions without any express or implied obligation, contract or compensation to you. All ideas, materials, or suggestions submitted shall become the property of VoiceZam™ and we may use such ideas, materials, or suggestions in whole or in part at our sole discretion without compensation or credit to you. All communications and other materials (including, without limitation, unsolicited ideas, suggestions, or materials) you send to this Website or to us by e-mail or otherwise are and shall remain the sole and exclusive property of VoiceZam™ and may be used by us for any proper purpose whatsoever, commercial or otherwise, without compensation to the submitter.

Interpretation

Unless the context requires otherwise, in any part of these Terms of Use: (a) “including” (and any of its derivative forms, e.g. “includes”), “e.g.” and “for example” means “including but not limited to”; (b) “must not”, “should not”, “shall not” and “may not” are expressions of prohibition, and “will”, “must”, “should” and “shall” are expressions of command, and not merely expressions of future intent or expectation; (c) use of the singular imports the plural and vice versa; (d) references to one or no gender include the other or no gender; (e) references to the terms “herein” or “hereto” refer to these Terms of Use (including any terms incorporated by reference herein); (f) the headings in these Terms of Use are for ease of reference only and shall not affect its interpretation; and (g) when calculating the time period before which, within which, or following which any act is to be done or step taken pursuant to these Terms of Use, the date that is the reference date in calculating such period shall be excluded and the time period shall be deemed to end at 11:59 PM Central Time on the applicable date.

Consent to Electronic Communications

By inputting any information on the Website, you are consenting to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Miscellaneous Provisions

1. The parties to these Terms of Use are independent contractors, and nothing in these Terms of Use or the guidelines, policies, restrictions, and agreements on the Website shall create a joint venture, partnership, employment relationship, or franchise or fiduciary relationship between the parties.
2. If any provision of these Terms of Use is deemed invalid, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
3. No waiver of any default under these Terms of Use will apply to any subsequent default, whether of a similar nature or not, nor will any such waiver be construed as a waiver of any other provision of these Terms of Use.
4. All legal issues arising from or related to the use of VoiceZam™ shall be construed in accordance with and determined by the laws of the United States and the State of Wisconsin. By using VoiceZam™, you agree that the exclusive forum for the bringing of any claims or causes of action arising out of or relating to your use of VoiceZam™ is the Wisconsin courts. You hereby accept and submit to the jurisdiction of such courts in any such proceeding or action, and irrevocably waive, to the fullest extent permitted by law, any objection to venue, or to the inconvenience of the forum, of any such court or right to trial by jury to resolve any such dispute.
5. You represent that, if you are an individual, you are at least 18 years of age and have the full right and authority to enter into these Terms of Use.
6. The MediaZam Parties are intended third party beneficiaries of these Terms of Use. Nothing in these Terms of Use or the guidelines, policies on the Website, express or implied, is intended to or shall confer upon any third person or entity other than the MediaZam Parties any rights, benefits or remedies of any nature whatsoever. Without limiting the generality of the foregoing, no provision herein shall be for the benefit of or enforceable by any creditor of any party hereto.
7. If you breach any provision of these Terms of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use.
8. Your obligations and our rights and remedies set out in these Terms of Use are cumulative and are in addition to your obligations and our rights and remedies at law or in equity.
9. VoiceZam™ may assign these Terms of Use without your consent to any other party so long as such party agrees to be bound by its terms.
10. These Terms of Use are in addition to the Membership Services Agreement, Privacy Policy, and any policies, guidelines and restrictions contained on the Platform (which are all incorporated by this reference into these Terms of Use).

How To Contact Us

If you have concerns relating to the Platform, these Terms of Use, or any other aspect of the Website or Services, please contact us by email at legal@mediazam.com, or write to us at:

MediaZam LLC
PO Box 1388
Brookfield, WI 53008-1388

Fax: (866) 788-8226