

VOXQUBE TERMS OF SERVICE

CIRILICA STUDIO DOO BEOGRAD-STARI GRAD

April, 1st, 2022

1 Introduction

Welcome to VoxQube operated by CIRILICA STUDIO DOO BEOGRAD-STARI GRAD (“Company”, “we”, “our”, “us”).

These Terms of Service (“Terms”, “Terms of Service”) govern your use of our service and web pages located at www.voxqube.com and operated by CIRILICA STUDIO DOO BEOGRAD-STARI GRAD.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard, and disclose information that results from your use of our web pages. Please read it here www.voxqube.com/privacy.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at support@voxqube.com so we can try to find a solution. These Terms apply to all visitors, users, and others who wish to access or use Service.

Our Company is established and maintaining its business in the Republic of Serbia, all claims arisen from using of the Service shall be subject to the jurisdiction of the courts of Republic of Serbia.

Thank you for being responsible.

2 Scope of Services

VoxQube service provides the clients with the innovative service for translation and creating the neural voice-over. Our service combines the know-how approach of the localization specialists with implementation of VoxQube innovative software. To use our service please upload your materials in Available Language (as set out below and may be amended further on), which may consist of:

- Video file;
- Audio file;
- Optional: text file.

You can find the up-to-date list of Available Languages here: www.voxqube.com/languages

By uploading your materials you confirm and guarantee us that (1) you have all legal rights and permissions to use those materials to the extent related to the scope of our services, that (2) the content of your materials doesn't violate any applicable law, neither contains any harmful, fake, defamatory extremist or other illegal/prohibited information and (3) you bear all responsibility arisen from any potential claims related to the voiced-over materials and its content except for the neural voice-over itself comprising of the precise translation of materials given as further set out in clause 8.

Upon the check of the materials uploaded our team will create for you the neural voice-over of your materials with the chosen neuro-voice and deliver you the master-file.

Upon delivery and subject to the payment of fee **you own all copyright rights of your final version of neural voice-over forever**. You may continue to use neural voice-over in current or future projects. You may transform, edit, sell, distribute your neural voice-over in any way you need.

We may use your neural voice-over samples for the portfolio and other website pages. If you want to prevent using your neural voice-over samples in such a way – just contact us about it after the signup.

3 Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at support@voxqube.com.

4 Purchases

If you wish to purchase our service made available through VoxQube Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that:

1. you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that
2. the information you supply to us is true, correct and complete.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: service availability, errors in the description or price of the service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

5 Billing process

VoxQube services are billed on a per-project basis with a required prepayment in the amount of 20 US Dollars regardless of the volume of the project. Each prepayment is charged automatically upon providing valid payment info. The rest of the fee is deducted upon end confirmation prior to delivering the end-product.

The amount of end-payment is estimated automatically for each individual project and depends on several factors: amount of minutes, amount of languages per translation, necessity of original project transcription.

A valid payment method, including credit card, is required to process the payment for your project. You shall provide CIRILICA STUDIO DOO BEOGRAD-STARI GRAD with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize CIRILICA STUDIO DOO BEOGRAD-STARI GRAD to charge pre-payment fees fees incurred through your account to any such payment instruments.

6 Fee Changes

CIRILICA STUDIO DOO BEOGRAD-STARI GRAD, in its sole discretion and at any time, may modify the price list for the Services. Any fee change will become effective for the order placed after such change became effective and published or provided to you additionally.

CIRILICA STUDIO DOO BEOGRAD-STARI GRAD will provide you with a reasonable prior notice of any change in fees to give you an opportunity to terminate your pending request for order before such change becomes effective.

Your continued use of Service after fee change comes into effect constitutes your agreement to pay the modified fee amount.

7 Refunds

Where applicable we issue refunds for orders within thirty (30) business days of the original purchase of the Service subject to the Refund Policy [to be added].

8 Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that:

1. Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and
2. that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person

or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright or other applicable legislation covering the illegality on the content.

You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

CIRILLICA STUDIO DOO BEOGRAD-STARI GRAD has the right but not the obligation to monitor and edit all Content provided by users.

9 Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- In any way that violates any applicable national or international law or regulation. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of Service. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- Take any action that may damage or falsify Company rating.
- Otherwise attempt to interfere with the proper working of Service.

10 No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of Company, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service

11 Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

12 VoxQube Intellectual Property

Service and its original content and software (excluding Content provided by users), features and functionality are and will remain the exclusive property of CIRILICA STUDIO DOO BEOGRAD-STARI GRAD and its licensors. Service is protected by copyright, trademark, and other laws of Republic of Serbia. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of CIRILICA STUDIO DOO BEOGRAD-STARI GRAD.

13 Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to support@voxqube.com, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement.

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

14 Error Reporting and Feedback

You may provide us directly at support@voxqube.com with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

15 Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by CIRILICA STUDIO DOO BEOGRAD-STARI GRAD.

CIRILICA STUDIO DOO BEOGRAD-STARI GRAD has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites

or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that CIRILICA STUDIO DOO BEOGRAD-STARI GRAD shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms of service and privacy policies of any third party web sites or services that you visit.

16 Disclaimer Of Warranty

These services are provided by company on an “as is” and “as available” basis. Company makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of these services, their content, and any services or items obtained from us is at your sole risk.

Neither company nor any person associated with company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. Without limiting the foregoing, neither company nor anyone associated with company represents or warrants that the services, their content, or any services or items obtained through the services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.

Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

17 Limitation Of Liability

Except as prohibited by law, you will hold us and our officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys’ fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if company has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of company, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive damages. Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

18 Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

19 Changes to Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

20 Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

21 Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

22 Acknowledgement

By using service or other services provided by us, you acknowledge that you have read these terms of service and agree to be bound by them.

23 Contact Us

Please send your feedback, comments, requests for technical support:

By email: support@voxqube.com

Business address: 11000 Serbia, Belgrade, Kneza Mihaila, 30