

General Terms and Conditions of Sale - Service Provision

RIGHTS TO USE AND REPRODUCE VOICE-OVER RECORDINGS

This document is a contract defining your rights regarding the use of voice-over services produced by Mrs. Charlotte Jardat (referred to as CHARLOTTE JARDAT), a full-time professional voice-over artist and owner of the website www.charlottevoixoff.com ®.

By ordering voice-over services from Mrs. Charlotte Jardat, referred to as CHARLOTTE JARDAT, the Client fully and unconditionally accepts these GENERAL TERMS & CONDITIONS & LICENSE FOR THE USE AND REPRODUCTION OF VOICE-OVER RECORDINGS. This license is concluded between THE LICENSOR CHARLOTTE JARDAT and THE CLIENT. The CLIENT is named in the quotation and the invoice.

1 – Preamble Voice-over recordings made by CHARLOTTE JARDAT are not managed by SACEM or any collective management organization under copyright law, nor by any organization such as SCPA; therefore, these organizations cannot demand any royalty or fee from the Client. However, in the case of the client's usage (for example, a voice mixed with music) or broadcasting in a public place, a legal provision concerning "neighboring rights" may apply, in which case the mandated organization is SPRE; as it is a law, neither CHARLOTTE JARDAT nor any other entity can exempt you from it if it applies.

2 – Prices and Payments

The prices are those applicable at the time of order according to the established quotation. Prices are expressed in Euros (Net). The terms of the quotation are valid for 30 days from the date of issuance. The prices defined by CHARLOTTE JARDAT take into account neighboring rights or exploitation rights based on the final use and the mode of dissemination of the ordered voice-over recordings, this usage being defined in the quotation and invoice.

For all services over 250 euros (NET), a 30% deposit is required in advance via PayPal, if urgent, or by transfer upon acceptance of the quotation and before any recording. Invoices must be paid exclusively by bank transfer or PayPal (only with prior agreement); checks are refused. These must be paid "within 30 days upon receipt of the invoice." The voice-over file is sent respecting the deadline indicated by the Client. CHARLOTTE JARDAT cannot be held responsible if there is an error in the PayPal account address.

Exploitation/Diffusion Rights: Specific Clause. For any order, the fee for exploitation/diffusion rights is firm and final. No refunds will be made. The full payment of the invoiced amount gives rise to a broadcasting authorization (rights buyout). No broadcasting, exploitation, or any use whatsoever is granted as long as the invoice remains unpaid or partially paid. In such a case, CHARLOTTE JARDAT may prohibit any use of the recording after the 30-day payment period until full payment of the invoiced amount is received; if necessary, a debt recovery procedure may be initiated: an injunction to pay via the website <https://www.credicys.fr/>. If the recording is used prematurely, for example, via a YOUTUBE, FACEBOOK, VIMEO video, it can be blocked following a simple report of copyright infringement, which automatically removes the video from the hosting website.

Services, Recordings: Specific Clause

Late Payment Penalties & Collection Fees

Collection fee indemnity: Any late payment results in the payment of a lump sum indemnity for collection fees to CHARLOTTE JARDAT. This indemnity, worth 40€, is due by right and without formalities by the late Client. When collection costs exceed the lump sum indemnity, CHARLOTTE JARDAT can request, with justifications, additional compensation.

For all professional and corporate clients excluding individuals, in accordance with Article 121-II of Law No. 2012-387 of March 22, 2012, any payment incident is subject to a lump sum indemnity of 40.00 EUROS (€) Net. Collection fees amount to 40 EUROS € for any unpaid invoice by the due date.

The late payment penalty rate is set at 10% per reminder after the due date. In case of continuation of procedures for non-payment, the costs will be borne by the Client.

3 – Exploitation of Voice-Over Recordings

In return for full payment of the voice-over services ordered from CHARLOTTE JARDAT, the Client incorporates the delivered works within the limits and conditions set out in the quotation and invoice, to the exclusion of any other use. Any other use must be subject to prior written authorization and/or the acquisition of an additional license and/or the establishment of a specific contract for the desired use. CHARLOTTE JARDAT reserves the right not to grant additional authorization without having to justify the reasons.

This also means that CHARLOTTE JARDAT's recordings may under no circumstances be incorporated into text-to-speech, synthetic voice or AI Voice models, on any platform or medium whatsoever, known now or in the future.

Strictly prohibited are:

Any form of counterfeiting;

Any use directly or indirectly related to any form of infringement on a third party, trademark rights, any legal entity or individual,

Any use directly or indirectly related to sexual commerce,

Any use directly or indirectly related to any form of incitement to racial, religious, political hatred, violence, illegal acts, degrading acts, potentially shocking to the public,

And more generally, any use considered directly or indirectly as "contrary to public decency";

4 – Reproduction of a Voice-Over Service

The Client may reproduce on any type of medium the voice-over recording for which they hold the exploitation license, if and only if such reproduction is considered as a backup copy or if the specific clauses of the obtained license explicitly allow it.

5 – Assignment – Resale – License Transfer

The Client (e.g., radio station, audiovisual production company, or online VOICE-OVER service company) is authorized to resell the VOICE-OVER service to the principal (client

originating the order) for the uses specified between the parties by email, in the quotation, the invoice issued by CHARLOTTE JARDAT; however, the Principal is not authorized to resell or grant sub-licenses.

No form of right transfer is authorized beyond the original exploitation planned at the time of the VOICE-OVER order. Generally, the Principal cannot rent, sell, transfer, or grant any right on the VOICE-OVER recordings in any form to any legal entity.

6 – Authorized Modifications

Any form of sampling, mixing, sound processing of the voice-over recording is authorized by the client in compliance with the initial order for which the quotation, recording, and invoice were established. The use of the voice-over recording originating from the order is mentioned on each quotation and each invoice and cannot be diverted from the planned exploitation.

7 – Exploitation Rights Released upon Invoice Payment

The exploitation rights of the delivered voice-over recordings, provided by CHARLOTTE JARDAT, begin upon receipt of full payment of the addressed invoice; and automatically end in case of violation by the Client of their obligations under this contract. CHARLOTTE JARDAT reserves the right to immediately and irrevocably cancel any license used in connection with a fact considered as "contrary to public decency" or contrary to Article 3 of this document or contrary to public order or subject to an unpaid invoice. The Client must then immediately cease any use of the voice-over recordings provided by CHARLOTTE JARDAT. Any violation of this contract by the Client, or any violation of the Intellectual Property Code, may lead to legal action.

The applicable sanctions are those defined in the Intellectual Property Code. CHARLOTTE JARDAT reserves the right to cancel an exploitation right of the recording in case of force majeure.

8 – Responsibility – Liability Limits

CHARLOTTE JARDAT commits to keeping confidential all information provided by the Client (a radio station, an audiovisual production company, or online VOICE-OVER service company...), which has however been declared as such beforehand by this same Client. The Client is solely responsible for implementing the voice-over recordings for their use and broadcasting; this procedure is entirely under the responsibility and charge of the Client.

CHARLOTTE JARDAT disclaims any responsibility for any consequences, whatever they may be, of any nature, resulting from the use of the voice-over recordings and the use of computer files provided to the Client, and/or the impossibility of using the computer files provided by CHARLOTTE JARDAT. CHARLOTTE JARDAT cannot be held responsible for damages suffered by the Client due to the use or inability to use the voice-over recordings.

9 – Warranty

Tone, diction defects, or the need for re-recording following a script modification must be reported within 15 days following the order delivery. In this case, the Client may obtain one or more revisions called: "retakes" of the recording according to the modifications communicated by the client. Note: any script modification after delivery of the audio file(s) may incur

additional charges (new invoice) depending on the workload related to these modifications. Any re-recording after recording for a script change is billed at a minimum of 50 €.

10 – Delivery

Each voice-over order delivery is accompanied by its invoice. Free product delivery is done via internet download, and/or email attachment, and/or other electronic forms. CHARLOTTE JARDAT disclaims any responsibility if the Client does not receive the emails sent to them (anti-spam software, any computer problem and/or internet access blocking the receipt of emails sent by CHARLOTTE JARDAT).

Voice-over recordings are provided only via email or WeTransfer download or other secure file transfer platform, in WAV audio file format, or on request: MP3 (or other format to be specified when ordering) in RAW sound file (natural microphone sound). By default, voice-over recordings are made by CHARLOTTE JARDAT, equipped with a professional home studio with an acoustic and soundproof booth. The quality of the recordings allows use adapted to all types of VOICE-OVER projects. Travel possible on specific request in another studio.

11 – Intellectual Property

All studies, quotations, proposals, documents established by CHARLOTTE JARDAT remain the property of CHARLOTTE JARDAT and cannot be communicated to third parties nor reused by the client.

12 – Right of Reference

Also applies to all licenses, whatever their specificity. By default, CHARLOTTE JARDAT has the right to mention the CLIENT among its references and to upload the final edit for online demonstration purposes, called – DEMO – on the CHARLOTTEVOIXOFF.COM TM website (Unless otherwise specified by the production company: for example, project under confidentiality agreement).

13 – Specific Articles Regarding Voice-Over Services

The Client is authorized to cut, process, and mix a raw voice-over produced by CHARLOTTE JARDAT without prior agreement. The domain(s) of use granted for an order will be clearly mentioned in the quotation and the invoice.

14 – Data Protection and Privacy

In accordance with the French Data Protection Act No. 78-17 of January 6, 1978, relating to data processing, files, and freedoms, the Client has the right to access, update, and delete personal data concerning them. The Client can exercise this right by sending an email or a simple or registered letter to CHARLOTTE JARDAT. The information collected via the contact form is recorded only in the email system used by CHARLOTTE JARDAT and is neither disseminated, sold, nor exchanged. In accordance with the Data Protection Act, you can exercise your right to access and rectify your data by contacting: charlotte.v.off@gmail.com

15 – Law and Jurisdiction

The voice-over recordings produced and delivered by Charlotte Jardat are governed by the rights applicable to Performers (CPI, art. L. 212-1 et seq.). This also applies to all licenses,

regardless of their specificity. French law is applicable to these terms. Any disputes between the parties, whether arising from the validity or interpretation of these terms, will be subject to the jurisdiction of a court.

EXPLOITATION RIGHTS

The exploitation rights (also called neighboring rights or broadcast rights) are granted for each voice-over recording. These vary depending on the use of the recording and the broadcasting medium.

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