

We have updated our Membership Services Agreement as of September 16th, 2023 (the “Effective Date”).

VoiceZam Membership Services Agreement

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

MEMBERSHIP SERVICES AGREEMENT, dated as of the Effective Date above, between MediaZam LLC, a Wisconsin limited liability company, and the person or entity accepting this Agreement (“you”, “your” or “Member”).

This Membership Services Agreement grants Member use of our proprietary VoiceZam™ technology, including (1) your Member access to voicezam.com (the “Website”) and (2) your Member access to and use of all related sites, players, widgets, tools, apps, data, software, APIs and other services provided by VoiceZam™ (the “Services”).

We are willing to grant you rights to establish an account and to become a Member only upon the condition that you accept all of the terms contained in this Membership Services Agreement. Please read the terms carefully. By checking the “I have read and agree to the VoiceZam™ Membership Services Agreement” checkbox at the bottom of the “Account Activation” page, you indicate your agreement with these terms. If you are entering into this agreement on behalf of a company or other legal entity or person, your acceptance represents that you have the authority to bind such entity or person to these terms. If you do not agree with these terms, or if you do not have the authority to bind such entity or person, then we will not grant you rights to establish an account and to become a Member.

Section I) Definitions

- A) Terms defined in the preamble of this Membership Services Agreement have their assigned meanings, and the following terms have the meanings assigned to them:
- (1) “**Add-on**” means optional Platform services or features that may be added to a Member's VoiceZam™ Paid Services—either for free or at an additional fee—such as Zamtistics™, StraightShot, Zamfusion™, VideoZam™, Zam+™, Zamjt™, ZamLink™, ZamPage™, ZamSite™, or Greetingz™.
 - (2) “**Agent Member**” means a Member who is a talent agent, talent agency, talent manager, talent management agency, or other person or entity

that is in the business of managing or representing voice talent or voice actors.

- (3) **“Agreement”** means this Membership Services Agreement plus our Terms of Use, Cookie Policy, and Privacy Policy which are incorporated herein and accessible on the VoiceZam™ home page, as each may be amended or revised from time to time.
- (4) **“Billing Cycle Date”** means the calendar day each month on which a Member's account fees are calculated for the following month.
- (5) **“Core Service”** means the base level of Paid Service, without any Add-ons.
- (6) **“Credit”** means additional funds added to a Member's account as a bonus for making advance payments or through other promotional programs.
- (7) **“Demo”** means a compilation of Reads that collectively demonstrates the range of a Member's voice talent and style.
- (8) **“Discovery Member”** means a Member who has been accepted as a Full Access Member, but who is currently in a trial period.
- (9) **“Full Access Member”** means a Member who has upgraded from Discovery Membership and is accessing the complete set of VoiceZam™ services and features, following our approval of their application and the end of their Discovery period.
- (10) **“Inactive Member”** means a Member whose account has been placed on inactive status.
- (11) **“Member Content”** means any text, audio, communications, images, and other information submitted to the Platform by a Member.
- (12) **“Membership”** has the meaning assigned to it in Section II(A).
- (13) **“Paid Service”** means any VoiceZam™ Service on the Platform that a Member pays a fee to receive, either directly by the Member or indirectly through our industry partner program.
- (14) **“Platform”** means the Website together with the Services.
- (15) **“Read”** means a discrete example of a Member's voice talent and style, excerpted from a single project or performance and uploaded to the Platform as a separate Track. Each Read should comply with our policies on separating Demos into Reads as outlined in Section III(C) of this Agreement. The design of the Platform is based on this definition of Reads, which is crucial to maintain a consistent user experience for all users.
- (16) **“SEO Services”** means a type of VoiceZam™ Service on the Platform, such as Zam+™, that provides search engine optimization for Member Content, so that Member Content may be indexed and may be discoverable by a Third-Party Service, such as a search engine.
- (17) **“Third-Party Service”** means any type of resource or service, including but not limited to websites, players, widgets, tools, apps, data, software, and

APIs, that are not directly provided by MediaZam and are not part of the VoiceZam™ Platform.

(18) **“Track”** means an individual audio recording or audio file.

B) Other Definitional and Interpretive Provisions.

- (1) The words “including,” “includes,” and “include” are deemed to be followed by the words “without limitation.”
- (2) All references in this Agreement to “Dollars” or “\$” refer to lawful currency of the United States of America.
- (3) Headings used in this Agreement are provided for convenience only and do not indicate meaning or intent.
- (4) The use of the word “must” in this Agreement signals a condition.
- (5) References to one or no gender include the other or no gender.
- (6) Any reference to **“Section”** refers to Sections of this Agreement.
- (7) When calculating the time period before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, 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.

Section II) Membership Services

- A) **Grant of Rights.** We grant Member a non-exclusive and non-transferable right and license to establish a Member account and use our proprietary VoiceZam™ technology, including (1) Member access to the Website and (2) Member access to and use of the Services (your **“Membership”**). Your Membership is subject to Member eligibility requirements, our approval of the Member application, and your continuing compliance with the terms and conditions of this Agreement including our current Terms of Use, Cookie Policy, and Privacy Policy posted on the Website and incorporated herein.
- B) **Membership Term.** The term of your Membership shall begin on the date you activate your account and will continue on a month-to-month basis until or unless otherwise cancelled by you or by us in accordance with this Agreement.
- C) **Acceptance of Agreement.**
- (1) We are willing to grant you rights to establish an account and to become a Member only upon the condition that you accept all of the terms contained in this Membership Services Agreement. Please read the terms carefully.

- (2) By checking the “I have read and agree to the VoiceZam™ Membership Services Agreement” checkbox at the bottom of the “Account Activation” page, you indicate your agreement with these terms.
- (3) If you are entering into this agreement on behalf of a company or other legal entity or person, your acceptance represents that you have the authority to bind such entity or person to these terms. If you do not agree with these terms, or if you do not have the authority to bind such entity or person, then we will not grant you rights to establish an account and to become a Member.

D) Modification of Agreement.

- (1) We may modify or amend this Agreement and other guidelines and rules posted on the Platform from time to time. The date of last modification is stated at the top of this Agreement. It is your responsibility to check this page from time to time for updates.
- (2) Your continued use of your Membership constitutes your acceptance of such modifications or amendments. Your Membership will be subject to the current version of this Agreement posted on the Website at the time of such use. Please regularly check the “Legal” link on the home page of our Website to view the current Agreement.

E) Membership Eligibility Requirements.

- (1) **Application Eligibility.** A voice talent professional, voiceover professional, or voice actor may become a Discovery Member or a Full Access Member by submitting an application, which will be reviewed by us. Approval of a Discovery or Full Access Member application is subject to the following requirements:
 - (a) Age Restrictions:
 - (i) If you are under 13 years of age, you may not register for an account under any circumstances.
 - (ii) If you are at least 13 years of age or under 18 years of age, a parent or legal guardian must register for you on your behalf.
 - (iii) If you are 18 years of age or older, you can register independently.
 - (b) During the sign-up process, you are required to:

- (i) Supply your current email address;
- (ii) Supply your professional or real name;
- (iii) Create a password for your account.

(2) **Post-Registration Review and Ineligibility.**

- (a) **Post-Registration Review.** After the sign-up process, we monitor your use of the system, including the media you upload. This monitoring helps us ensure that the system is being used appropriately by professional voiceover talent. This includes checking that Demos are separated into Reads in accordance with Section III(C). We reserve the right to take action, up to and including account deactivation, if we determine in our sole discretion that the system is being misused. Misuse can include, but is not limited to, uploading media that does not relate to professional voiceover or voice acting work, or using the system in a way that overstates your qualifications or does not comply with our policies on separating Demos into Reads.
- (b) **Ineligible Members.** If we deem your use of VoiceZam™ to be inappropriate or not in alignment with our guidelines, we will deactivate your account and send you an email informing you of your ineligibility. The email will also explain the appeal process.
- (c) **Eligibility Appeal Process.** If you are deemed ineligible for a VoiceZam™ account, you have the right to appeal this decision. To make an appeal, you may submit a written request by letter or email. Our team will consider the information provided in your appeal and make a final determination. If, after consideration, you remain ineligible for a VoiceZam™ account, you will receive an email explaining the reason for this decision. You may then reapply for a VoiceZam™ account after one year.

F) **Member Application and Upgrade Process.**

(1) **Sign up**

- (a) **Application Procedure.** To register an account, you must fill out the Sign-Up form on the Website and agree to the terms and conditions of this Agreement.
- (b) **Account Verification.** Upon successful sign up, you will receive a verification code/link via email to confirm your email address.

(2) Discovery Member Trial Period

- (a) **Trial Access.** Upon successful verification, you will gain Discovery Member access to our Platform for a trial period. During this trial, you may access and utilize the Core Services, manage your Demos and reads, and experience all available features at no cost.
- (b) **Upgrade Notice.** Throughout your trial period as a Discovery Member, a message will be displayed at the top of the Showcase page notifying you of the remaining days in your trial and offering the option to upgrade to Full Access Membership.
- (c) **Account Verification Requirement.** If you attempt to use specific functions such as generating scripting code to embed VoiceZam player, creating your ZamLink, or your ZamSite, you will be required to verify your account using the verification email sent during the sign-up phase.
- (d) **Trial Period Completion.** Upon the completion of the trial period, if you haven't upgraded to a Full Access Membership, your account will transition into an inactive state. You will receive multiple alerts via email before this transition occurs. As an inactive member, you retain the ability to reactivate your account and upgrade to Full Access Membership at a later date.

(3) Upgrading from Discovery to Full Access Membership

- (a) **Upgrade Procedure.** To upgrade your account to Full Access Membership, you must:
 - (i) Ensure your account is verified.
 - (ii) Verify your gender using the provided radio buttons.
 - (iii) Validate your experience as a voiceover professional by specifying the number of years in the field.
 - (iv) Provide valid credit card details for payment.
- (b) **Add-on Selection.** During the upgrade process, you have the opportunity to select or deselect add-ons available in the Service List according to your preferences. These add-ons will be included in your monthly billing. The total monthly charge will be calculated based on your selected membership plan and any chosen add-ons.
- (c) **Payment Notice and Agreement.** You will be presented with a summary of your total charges, including the immediate initial

charge and future monthly charges based on your selected membership and add-on choices. You must acknowledge your understanding and agreement to these charges by clicking 'Continue'.

G) Membership Fees and Payments.

- (1) **Membership Fees.** You can pay membership fees online via credit card, or by any other payment method we approve. Fees are non-refundable unless expressly stated on our website. If, for any reason, we can't charge the full amount of the fees to your credit card, or if we receive a chargeback for any previously charged fee, you agree that we may pursue all available remedies to ensure payment. This may include conversion of your account to Inactive Member status or termination of your account and rights to access and use the Platform.
- (2) **Monthly Billing Cycle.** After the trial period, all Membership fees are prepaid each month. On your Billing Cycle Date, we will determine your service fees for the following month. Your total monthly service fee is calculated by adding up all Paid Services, including optional Add-on services you have selected. Every month, on your Billing Cycle Date, we will attempt to process your credit card to collect your total monthly service fee for the next month.
- (3) **Payment Default, Grace Period, and Account Deactivation.** If we can't process your credit card on your Billing Cycle Date to collect your total monthly service fee, your account will be placed in default status, and a seven (7) day grace period will start. If we are still unable to process your credit card to collect your total monthly service fee after the grace period ends, then (a) your membership account will be deactivated, (b) we will email you that your credit card has been declined, and (c) your status will be switched to Inactive Member.
- (4) **Inactive Member Status.** If you cancel your account or if we are unable to process your credit card for Paid Services and Features as described above, your membership account will be deactivated. You will automatically be placed in Discovery Member status, and any Paid Services or Features will be immediately removed from your Membership account, including all optional Add-on Services you have selected. All of your Services – including the VoiceZam™ player and marketing tools – will also be deactivated. When a membership account is deactivated, your account functions are limited. You may manage your billing information and reactivate your account, but all other functions are unavailable until your account is reactivated. **During this period of deactivation, all your**

uploaded media, system settings, and player customizations will be retained in our system for one year for seamless restoration upon reactivation. After one year of Inactive Member status, however, your uploaded media, system settings, and player customizations may be deleted at our sole discretion.

- (5) **Account Reactivation.** You may reactivate your account by logging onto your account and managing your billing information. This includes modifying the current credit card information or adding a different credit card to your account profile. You may also choose to add or delete optional Add-on Services. After a valid payment method is added to your account, you may choose to immediately pay your monthly service fee. Upon successful payment, your account will be reactivated, your membership will return to Full Access Member status, and your use of the Services will be restored.
 - (a) **Reset Billing Cycle Date Upon Account Reactivation.** When an account is reactivated, that account's Billing Cycle Date is reset to one month from the reactivation date. However, if a reactivated account has previously been deactivated due to payment default, then that account's Billing Cycle Date is set to one month from the reactivation date, minus the number of days in the current grace period.
- (6) **Credits.** When you make advanced payments, we award you Credits or bonus dollars, which we pay directly into your account balance. The amount of Credits awarded depends on the payment amounts, with higher payment amounts receiving higher dollar awards. We add Credits to your account balance at the time of payment, based on the current bonus Credit schedule. You can view this schedule by selecting the payment amount drop-down box in the Credit Card Payment section of the Payment & Services page.
- (7) **ROSCA Disclosure.** In compliance with the Restore Online Shoppers Confidence Act (ROSCA), you authorize us to charge your credit card as follows: charges will be monthly or yearly, for the dollar amount, and for the billing periods specified during the account registration process.
- (8) **Refunds.** Remaining balances of \$55.00 or more at the end of any billing cycle, minus the non-cash value of any award Credits awarded to your account, may be refunded upon account cancellation either as a check or credit to your credit card. This is subject to our right to deduct any past due or current charges owed on your account. If we take such action due to your violation of this Agreement, the remainder of any payment made

by you will not be refundable. Also, you will not receive a refund or credit for any pre-paid Add-on services if you cancel during the monthly billing cycle.

H) **Additional Services.**

- (1) **Add-on Services.** Full Access Members may choose to add or remove Add-on Services—such as Zamtistics™, StraightShot, Zamfusion™, VideoZam™, Zam+™, ZamIt™, ZamLink™, ZamPage™, ZamSite™, or Greetingz™.—to or from their Services at any time by using the Account, Payment & Services page in the Member area of the Platform.
- (2) **Free Trial of Add-on Services.** Upon upgrading to Full Access Membership, members will receive a free trial of all Add-on Services. A reminder email will be sent seven (7) days prior to the end of your trial period to remind you to remove any Add-on Services you do not wish to continue using. **You will be charged for any Add-on Services still activated on your Member account after your trial period at your first Billing Cycle Date.**
- (3) **Availability of Add-on Services.** Add-on Services are available to Full Access Members at our sole discretion and may not be available to all members.
- (4) **No Guarantee of Add-on Services.** The functions of some Add-on Services, like Zam+, include features intended to aid in Search Engine Optimization (SEO). However, given the dynamic nature of SEO and dependencies on Third-Party Services beyond our control, we cannot guarantee specific SEO results or improvements. As stated in Section II(I)(2), Cancellation/Termination by VoiceZam™, we reserve the right to discontinue providing any Add-on Service at any time, with or without notice.
- (5) **Suspension of Add-on Services.** At our sole discretion, the function of Add-on Services may be suspended and the features of the Add-on Service made unavailable for Member Content that does not comply with this Agreement, including but not limited to media that does not align with our definition of "Reads".

I) **Cancellation/Termination of Membership.**

- (1) **Cancellation/Termination by Member.**

- (a) As a Full Access Member, you may request to deactivate your Membership at any time. Upon receipt of your deactivation request, you will receive an email notification indicating that your account will be deactivated on your next Billing Cycle Date. Until that time, you have the option to cancel your deactivation request by clicking the "Cancel Deactivation Request" link in the email notification or on the Showcase page of your account.
- (b) To cancel your account, click the "Deactivate my membership" link located on the *Payment & Services* page.
- (c) Please note that account deactivation does not delete your account from the VoiceZam™ system. Instead, your account will be set to an Inactive Member status, limiting your access to Full Access features. An Inactive Member's account may be reactivated to Full Access Member status by logging into your account and clicking the "Reactivate" button on the *Payment & Services* page.
- (d) To delete your account entirely from the VoiceZam™ system, you must provide us with an email, requesting deletion of your account. Upon receipt of such notice, we will remove your account within sixty (60) days. Thereafter, if you wish to re-register your account, you must complete the signup and registration process again.

(2) Cancellation/Termination by VoiceZam™.

- (a) VoiceZam™, in its sole discretion, may deactivate your account, thereby changing your status from Full Access Member to Inactive Member. This may be for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may also remove and archive or discard any content within the Platform, including any Member Content.
- (b) VoiceZam™ may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, including but not limited to Add-on Services, with or without notice. You agree that any termination of your access to the Platform under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that we may immediately deactivate, archive or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Platform.

Section III) Member Obligations and Responsibilities

- A) **Member Information.** As a user of our Platform, you're expected to provide information that's accurate, current, and complete during registration. Should this information change, we request you update it promptly. If we find that the provided information is incorrect, outdated, or incomplete, we have the right to suspend or terminate your account, or refuse any current or future use of the Platform.

- B) **Member Passwords.** During the VoiceZam™ account activation process, you will establish a password. You are accountable for keeping your password confidential and will assume responsibility for all activities under your account. If you notice unauthorized use of your password or account or any other security breach, please notify us immediately. We are not liable for any loss or damage that results from unauthorized use of your account or password.

- C) **Demos Must Be Separated into Reads.**
 - (1) **VoiceZam™ is a Read-based system,** meaning each Read in a member's Demo should be uploaded to the Platform as separate Tracks. This setup, where each Read showcases a unique example of a member's voice talent and style, ensures a consistent user experience across the Platform.

 - (2) **Non-Compliant Reads.** We may review Member Content to verify compliance with this Agreement. If we, at our discretion, deem Reads non-compliant due to including a full Demo or multiple performances, violation of this Section, this Agreement, our current Terms of Use, or our Privacy Policy, or for any other reason we deem necessary to preserve the function of the Platform or a consistent user experience, we reserve the right to take action.
 - (a) **Exceptions for Specific Member Content Categories.** We may overlook non-compliance in some instances where production and mixing techniques bundle Reads together to form a single, uninterrupted performance, such as Imaging, Character, and Animation. We recognize that separating these types of Reads might detract from their presentation impact.

 - (3) **Action on Non-Compliant Reads.** If we find non-compliant Reads in your Member Content, we may take steps to rectify this. This can include

removing or editing any non-compliant Reads, suspending or terminating the functionality of your Add-ons, disabling Zam+ tagging for non-compliant Reads, or suspending or terminating your account.

D) Member Content.

- (1) **Grant of Rights For Member Content.** You hereby grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, synchronize, display, modify, and redistribute your Member Content. This license is limited to what is necessary for us to provide the Services and operate the Platform.
- (2) **Representations and Warranties.** You represent and warrant that you are the legal owner or licensee of any Member Content that you submit or upload to the Platform. You also guarantee that you have the authority to comply with this Agreement without infringing upon others' rights. Moreover, you agree that your use of the Platform will align with this Agreement and respect the rights of others.
- (3) **No Obligation to Screen Member Content.** You acknowledge that we are under no obligation to screen Member Content. However, we retain the right to monitor and review Member Content for compliance with this Agreement.
- (4) **Removal of Member Content.** We reserve the right, but not the obligation, to remove any Member Content that we deem in our sole discretion to violate this Agreement or which we find objectionable for any reason.
- (5) **Disclosure of Member Content.** You acknowledge and agree that we may preserve and disclose Member Content if required by law or if we believe in good faith that such preservation or disclosure is reasonably necessary to: (a) comply with any applicable law; (b) enforce this Agreement; (c) respond to claims that any content infringes upon the rights of third-parties; or (d) protect our rights, property, safety, the Platform, its users, and the public.

- E) Representation By Talent Agencies Or Management.** Members may be represented by a talent agency or management organization. VoiceZam™ allows Members to indicate their representation on the Manage Representation page within the Platform. Members must accurately represent their affiliations with any talent agency or management company. By doing so, Members grant us permission to: (1) use and post publicly-accessible talent information provided by the Member, and (2) notify Website

visitors of the Member's agent or management representation. We reserve the right, at our sole discretion, to cancel or suspend any Member account that we determine has misrepresented its affiliation or representation by a talent agency or management organization.

- F) **Restrictions on Use of VoiceZam™ Services.** Your use of our proprietary VoiceZam™ Services is hereby restricted as follows:
- (1) The full display of VoiceZam™ logos, legal notices, links, and patent notices is required when embedding any VoiceZam™ player, widget, or tool on your websites. These items must not be obscured, blocked, blurred, modified, or made invisible.
 - (2) The complete dimensions of our player, widget, or tool must be fully visible without scrolling when embedded on your webpages.
 - (3) We offer a "white label" version of our Services, which removes our logos from embedded players, widgets, or tools. However, legal notices, links, or patent notices are required by law and cannot be removed.
 - (4) You may not embed more than one instance of a VoiceZam™ player, widget, or tool per page on your websites. Multiple instances on a single page are strictly prohibited.
 - (5) You may not, nor may any third party on your behalf, copy, adapt, reverse engineer, 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.
 - (6) You may 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, including internal media storage used by the Services; 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.
- G) **Compliance With Current Terms of Use.** We reserve the right, within our sole and absolute discretion, to cancel or suspend any Member account, or modify or remove any Member Content that is deemed by us to be offensive, vulgar,

defamatory, racist, or otherwise in violation of this Agreement, including our current Terms of Use, Cookie Policy, and Privacy Policy posted on the Website and incorporated herein.

H) **Security.** You shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of your link to the Internet. We shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from our failure to perform the forgoing obligations, you agree that we shall not, under any circumstances, be held responsible or liable for situations (1) where data or transmissions are accessed by third parties through illegal or illicit means, or (2) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to us at the time. We will promptly report to you any unauthorized access to your data promptly upon discovery by us, and we will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in your data is required, you shall be solely responsible for any and all such notifications at your expense.

I) **OpenAI Content and Services**

(1) **Use of OpenAI Services.** The VoiceZam™ Platform incorporates and utilizes the OpenAI content and services in accordance with the MIT License. Specifically, we utilize the OpenAI API to facilitate the tagging of Reads, enhancing the discoverability of these Reads on our online voice actor search service, Zam!t™. We do not warrant or guarantee the accuracy or suitability of any tags generated through our utilization of the OpenAI services.

(2) **Respect for Member Voices.** VoiceZam™ acknowledges the concerns of voice actors regarding the potential misuse of their voice recordings through AI technologies. We hereby assure our members that our use of the OpenAI services is strictly confined to the purpose of tagging Reads and improving their discoverability on Zam!t™. We do not use, nor do we permit any third party to use, the voice recordings of our members to generate AI voices or for any other purposes not explicitly authorized by the member.

(3) **OpenAI License.** The OpenAI content and services are utilized under the MIT License, as follows:

Copyright (c) OpenAI (<https://openai.com>)

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

- (4) WE WILL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY SERVICES OR FEATURES OF THE PLATFORM THAT UTILIZES THE OPENAI SERVICES.

Section IV) Limitations, Disclaimers, Notices

- A) **Our Right to Determine Membership Features and Services.** We reserve the right, in our sole and absolute discretion, to determine which services and features are provided and to what extent such services and features are provided under the VoiceZam™ Membership plans.
- B) **VoiceZam™ Is Not A Talent Agency.** VoiceZam™ does not act as a talent agent or agency, talent manager or in any other related capacity. Rather, we provide talent, talent agents, producers and other voiceover consumers with online voiceover media management and search services. As such, VoiceZam™ does not represent its Members as an agent, manager or otherwise. VoiceZam™ is an independent entity that is not owned by or otherwise affiliated with any talent agency or management organization. VoiceZam™ does not earn any commission in connection with any employment obtained by any Member through use of the Platform. VoiceZam™ does not guarantee or represent that any Member will obtain work or agency representation through the use of the Platform.
- C) **Warranty; Limitation On Liability.** MEMBERS EXPRESSLY AGREE THAT ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR MEMBERSHIP USE. VOICEZAM MAKES NO WARRANTY THAT THE WEBSITE IS ACCURATE, RELIABLE OR CORRECT; THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE WEBSITE AND CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR

THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM UTILIZATION OF THE WEBSITE AND ITS CONTENT. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, VOICEZAM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VOICEZAM DOES NOT WARRANT THAT THIS WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM VOICEZAM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VOICEZAM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. VOICEZAM DOES NOT GUARANTEE THE LEGITIMACY OR IDENTITY OF ANY USER, INCLUDING INDUSTRY PROFESSIONALS. VOICEZAM DOES NOT GUARANTEE THAT ANY USERS, INCLUDING ITS MEMBERS, WILL USE THE WEBSITE PROPERLY OR IN COMPLIANCE WITH THE TERMS AND CONDITIONS APPLICABLE TO THEM. VOICEZAM DOES NOT GUARANTEE THAT ANY MEMBER WILL SUCCESSFULLY OBTAIN A CONTRACT, EMPLOYMENT, OR SPONSORSHIP OF ANY KIND AS A RESULT OF MEMBERSHIP IN OR USE OF VOICEZAM. VOICEZAM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE; NON-INFRINGEMENT; OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. VOICEZAM IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER ARE MADE AS TO THE ACCURACY, ADEQUACY, RELIABILITY, CURRENTNESS, COMPLETENESS, SUITABILITY OR APPLICABILITY OF THE INFORMATION TO A PARTICULAR SITUATION. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

- D) **Defamation; Communications Decency Act Notice.** MediaZam 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.

E) **Monitoring.** We reserve the right to monitor your access and use of the Services and Platform without notification to you. We may record or log your use in a manner as set out in our Privacy Policy and Cookie Policy which are accessible through the link on this site's home page. We may monitor your use of any embedded VoiceZam™ player, widget, or tool on any of your websites, to ensure compliance with our restrictions and requirements. In our sole discretion, we may determine your use of our Services are non-compliant if (a) your use is in violation of this Section, this Agreement, our current Terms of Use, or our Privacy Policy; or (b) any other reason that is, in our determination, necessary to preserve the consistent appearance and function of our Services across all Member websites, to preserve the function of our Platform, or to fulfill our legal obligations regarding patent notices and other legal notices.

F) **Search Engine Optimization and Marketing Disclaimers.**

(1) **General Limitation On Liability.** MEMBER ACKNOWLEDGES THAT SEO AND SEM STRATEGIES, SUCH AS SZO™, ARE CONSTANTLY CHANGING AND ARE BASED ON SEARCH ENGINE RANKING ALGORITHMS WHICH CHANGE SPORADICALLY AND ARE ENTIRELY OUTSIDE OF VOICEZAM'S CONTROL. ACCORDINGLY, MEMBER'S SEARCH ENGINE RANKING MAY DECREASE BELOW ITS CURRENT RANKING OR RANK INCONSISTENTLY DURING THE TERM OF THIS AGREEMENT; AND VOICEZAM SHALL HAVE NO LIABILITY FOR SUCH DECREASES OR FLUCTUATIONS. MEMBER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT.

(2) **No Guarantee of Search Results.** We do not guarantee #1 positions, consistent positioning, "top 10 positions," or guaranteed placement for any particular keyword, phrase, tag, or search term. You acknowledge that past results observed by you or another Member are not indicative of any future results you may experience.

(3) **No Guarantee of Acceptability of Member Content.** We are not responsible for policies of Third-Party Services that may access and index Member Content as a result of our SEO Services with respect to the classification or type of content accepted by Third-Party Services, whether now or in the future. Your content may be excluded or banned

from any Third-Party Service at any time. We are not responsible for any liability or actions taken by Third-Party Services against you or your Member Content as a result of our SEO Services. We are not responsible for any downtime, lost files, improper links, or any other loss that may occur in the operation of the SEO Services under this Agreement.

- (4) **No Guarantee of Response Time.** We do not warrant that Member Content will be accessed and indexed by Third-Party Services by any given date. Third-Party Services may access and index Member Content on their own schedule, without notice to us.
- (5) **No Guarantee of Availability.** Third-Party Services may block, prevent, or otherwise stop accessing and indexing Member Content for an indefinite period of time and may drop listings from their databases for no apparent or predictable reason. VoiceZam™ shall not be responsible for the decision of Third-Party Services to block, prevent, stop accessing and indexing Member Content, or to drop Member's listing(s) for any time period.
- (6) WE WILL HAVE NO LIABILITY IN CONNECTION WITH THE FUNCTIONALITY OR CONTENT OF ANY SEARCH PROVIDER OR INTERNET PUBLISHER OR WEBSITE THAT PUBLISHES OR FAILS TO PUBLISH MEMBER CONTENT.

G) Indemnification.

- (1) **Scope of Indemnification.** Member shall indemnify and hold MediaZam, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, members, directors, employees, attorneys and agents harmless from and against any and all costs, damages, losses, claims, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in any way connected with: (i) Member's access to or use of the Platform; (ii) Member's violation of the terms and conditions of this Agreement; (iii) Member's violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any claim that any content posted by Member via the Platform (including without limitation Member Content) caused damage to a third party, including, without limitation, claims that Member Content is infringing.
- (2) **Procedure for Third Party Claims.** In the case of any third party claim for which MediaZam seeks to be indemnified, we shall (i) promptly give notice of the claim to Member; (ii) give Member sole control of the defense and settlement of the claim (provided that Member may not settle such claim unless such settlement unconditionally releases us of all

liability and does not adversely affect our business or Platform); and (iii) provide to Member all available information and reasonable assistance requested by Member.

- H) **Modifications To The Agreement Or To The Platform.** We reserve the right to change the Agreement at any time without notice. We also reserve the right at any time and from time to time to modify or discontinue the Platform temporarily or permanently, with or without notice to you. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Platform.
- I) **Product Descriptions.** Information on the Platform may contain typographical errors, technical inaccuracies, or other errors and may be changed at any time without notice. We make no representations about the accessibility, availability or usability of the Website. We use reasonable efforts to ensure the completeness and accuracy of this Website and its content. However, we do not warrant that product descriptions, prices or other content of this site are accurate, complete, reliable, current, or error-free.
- J) **Force Majeure.** We shall not be liable to Member by reason of any failure or delay in performance on account of events beyond our reasonable control, which may include, without limitation, denial-of-service attacks, fires, flood, storm, explosions, pandemic, acts of God, war, terrorism, governmental action, earthquakes, or internet connectivity or failure issues experienced by major telecommunications providers or a co-location facility, for the duration of such event and for such further period of time that we may reasonably require to recover from the effects of such event.

Section V) Miscellaneous Provisions

- A) **Incorporation.** This Membership Services Agreement is in addition to the Terms of Use, Cookie Policy, Privacy Policy, and any policies, guidelines and restrictions contained on the Platform (which are all incorporated by this reference into this Agreement). If there is any conflict between this Membership Services Agreement and the Terms of Use, this Membership Services Agreement shall take precedence.
- B) **Independent Contractors.** The parties to this Agreement are independent contractors, and nothing in this Agreement or the guidelines, policies, restrictions and agreements on the Platform shall create a joint venture, partnership, employment relationship, or franchise or fiduciary relationship between the parties.

C) **Right to Cure.** If you believe that we have breached this Agreement or have a dispute arising out of this Agreement, contact us by email at legal@mediazam.com with details of your complaint. Your complaint will be investigated immediately and you will be informed by email of the outcome. We shall have thirty (30) days to cure or correct any breach of any of the terms and conditions of this Agreement.

D) **Notice.**

- (1) **Consent to Electronic Communications.** You consent 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.
- (2) **Notice to you.** We may give notice to you by means of (a) a general notice on the Website or in your account information, (b) by electronic mail to your email address on record in your Member information. Such notice shall be deemed to have been given upon the expiration of forty eight (48) hours after posting or twelve (12) hours after sending (if sent by email).
- (3) **How to Contact Us.** If you have concerns relating to this Agreement, the Platform, 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

E) **Assignment and Delegation.**

- (1) You may not assign your rights or delegate your duties under this Agreement. Any such assignment or delegation is void.
- (2) We may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

F) **Successors and Assigns.** This Agreement binds and benefits the parties to this Agreement and their respective permitted successors and assigns.

- G) **Waiver.** Neither a party's failure to insist on the other party's strict performance of any obligation under this Agreement, nor course of conduct under this Agreement, constitutes a waiver of the other party's breach of that or any other obligation.
- H) **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in effect.
- I) **Arbitration.** Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Waukesha County, WI, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Wisconsin, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.
- J) **Governing Law.** The laws of Wisconsin (without regard to conflict of laws) govern all matters arising under or relating to this Agreement. The courts of Waukesha County in the State of Wisconsin, USA and the nearest U.S. District Court shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this Agreement.
- K) **Waiver of Jury Trial.** The parties waive their respective rights to trial by jury in all matters regarding or relating to this Agreement.