

## VOICEFUL CHARACTERS End-User License Agreement

The following terms and conditions are applied to the software entitled VOICEFUL CHARACTERS the copyright owner of which is VOCTRO LABS, S.L. (hereinafter, Voctro), based in Carrer Pujades 74 - 08005 Barcelona, Spain. For any issue regarding the following license the email contact is [info@Voctrolabs.com](mailto:info@Voctrolabs.com). This End-User License Agreement (hereinafter, EULA) is a binding contract between you (either an individual or a single entity) and governed by the laws of Spain and the European Union.

Please read this EULA carefully.

VOICEFUL CHARACTERS Provides expressive voice generation for virtual characters for the purpose of developing end-user interactive media applications and games. It can convert text-to-speech or speech-to-speech for different types of game character voices (human-like, monsters, robots,...) and emotions (neutral, angry, afraid,...).

VOICEFUL CHARACTER comes in different versions: Voiceful Characters Free, Voiceful Characters Lite and Voiceful Characters PRO. The User can access the terms and conditions of each of these versions published on the website: <https://www.voiceful.io/characters.html>.

The registered users shall have Access to our online platform (VOICEFUL) where they will be able to access other functionalities, not included in the Voiceful Characters downloaded software. The conditions of use thereof are detailed at the end of this document.

VOICEFUL CHARACTERS requires for its operation the technical conditions described in [documentation](#).

Before you download the Software from our website, we will ask you to give your express agreement to the terms and conditions of this EULA. You further agree that any person you authorise to use the Software will also be bound by the terms and conditions of this EULA which includes your employees in the case that you are a company, university or non-profit organization.

If you do not agree to this EULA, you must not use the software for any purpose whatsoever.

### 1. Definitions and interpretation

#### 1.1 In this EULA:

**“Computer”** means [a desktop, notebook, netbook or similar computer owned by and in the control of the Licensee];

**“Documentation”** means the documentation concerning the Software supplied by the



Licensor or by the Software supplier to the Licensee with the Software;]

**“Effective Date”** means the date when the Licensee agrees to the terms and conditions of this EULA, as detailed in the preamble to this EULA;

**“EULA”** means this end-user licence agreement (including the preamble), and any amendments to it from time to time;

**“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights. The Intellectual Property Rights referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**“Licensee”** means the licensee of the Software under this EULA;

**“Licensor”** means Voctro Labs, as the copyright owner of the present Software.

**“Software”** means VOICEFUL CHARACTERS and the documentation, user manuals concerning the software.

**“Upgrade”**: The present licence does not grant a right to the different versions of the software; the updates are regulated through the terms and conditions published in its different versions in the “Support and updates” section.

- 1.2 In this EULA, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
  - (b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of this EULA.

## 2. **Term of EULA**

This EULA will come into force on the Effective Date and its duration is indefinite.

## 3. **License**

- 3.1 The Licensee may only use the Software and Documentation for the Licensee's business, internal business or own private and non-commercial purposes and in accordance with the provisions of this Clause.

- 3.2 Subject to the payment by the Licensee of the relevant charges and fees in respect of the Software licence, and the Licensee's compliance with Clause and the other provisions of this EULA, the Licensor grants to the Licensee a non-exclusive non-transferable licence to:
- (a) download one instance of the Software and its Documentation per license;
  - (b) install one instance of the Software and Documentation per license;
  - (c) use one instance of the Software in accordance with the Documentation; and
  - (d) use one instance of the Documentation on a device or computer anywhere in the world

#### **4. License Restrictions**

You shall not (and shall not allow any third party to):

- (a) decompile, disassemble, or otherwise reverse engineer the Software or Media Elements or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or Media Elements by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions);
- (b) distribute, redistribute sell, sublicense, rent, lease or use the Software, Media Elements or Sample Code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement;
- (c) remove any product identification, proprietary, copyright or other notices contained in the Software, Media Elements or Sample Code;
- (d) modify any part of the Software, Media Elements or Sample Code, create a derivative work of any part of the Software, Media Elements, or Sample Code or incorporate the Software, Media Elements or Sample Code into or with other software, except to the extent expressly authorized in writing by Voctro;
- (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software, Media Elements or Sample Code;
- (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Voctro in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Voctro or through an Authorized Partner;

## **5. Ownership.**

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Voctro and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Sample Code, Media Elements, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software, Sample Code, Media Elements and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

## **6. Support & Maintenance.**

Subject to the terms and conditions of this Agreement, and the applicable ordering document, you may purchase “support and updates” services according to the specific conditions established by the pertinent acquisition Agreement chosen by you at the moment of buying the Software.

## **7. Payment.**

You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Invoice or at the time of purchase. All payments shall be made in accordance with the procedure published in the “Sale Policy”. Except as expressly set forth herein, all fees are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Voctro).

## **8. Term of Agreement.**

### **8.1 Term.**

This Agreement is effective as of the Delivery of the Software and expires at such time as all license and service subscriptions hereunder have expired in accordance with their own terms (the “**Term**”). For clarification, the term of your license under this Agreement may be perpetual, limited for “Free “or “Demo App” Version, or designated as a fixed-term license in the Invoice or by an Authorized Partner, and shall be specified at your time of purchase. Either party may terminate this Agreement (including all related Invoices) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach, provided that Voctro may terminate this Agreement immediately upon any breach of Section 4 (License Restrictions) (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

## 8.2 Termination.

Upon any expiration or termination of this Agreement, you shall cease any and all use of any Software and destroy all copies thereof and so certify to Voctro in writing. Voctro may audit the copies of the Software licensed by you to assure compliance with this Agreement. If such audit discloses that you have not ceased using the Software, then you shall be liable for the reasonable costs of the audit in addition to any other fees, damages and penalties VOCTRO may be entitled to under this Agreement and applicable law.

## 9.- REQUIREMENTS OF THE OPERATING SYSTEM.

The technical specifications are described in [documentation](#).

VOCTRO shall not be responsible for the malfunctioning of the platform in the event that they are not complied with and/or the required configuration is partially or totally changed.

## 10.- User Registration

The services offered through Voctro require registration in the system, by the corresponding form.

Once the registration is performed, the user shall be responsible for this username and password, the user undertaking to safeguard them and use them in a diligent manner, as well as immediately notifying Voctro of any event, such as theft, misplacement, or unauthorised access, which allows the wrongful use thereof, in order to immediately cancel them. Voctro shall not be liable for the consequences derived from the wrongful use of the access keys.

The passwords of each user are personal and non-transferable and must not be used by third parties, others not being allowed to use them due to the risk of identity theft.

## 11.- Privacy Policy

The only personal data to which Voctro shall have access shall be that voluntarily provided by the user through the tool.

In accordance with the regulations in force, Voctro has adopted the necessary technical and organisational measures in order to maintain the level of security required with respect to the personal data treated. Likewise, it is provided with the specific mechanisms within its reach to prevent unauthorised accesses as far as possible.

The personal data provided are treated by Voctro in accordance with the contractual relationship maintained with the user. Furthermore, the data may be used to send information related to updates and other VOCTRO products to the email addresses provided.

The legal basis for the treatment is the compliance with the contractual relationship, the legal interest for sending information.

The data shall be stored as long as the user does not exert the right to oppose or eliminate the data, and the data can be kept in the event that the user uninstalls the application or closes the session in the platform. In these cases, the data provided to the platform will remain therein, so it is important for the user to notify Voctro of his/her decision to eliminate the data from the platform. The user must also notify his/her wish to eliminate his/her email address for sending information related to the activity of Voctro.

VOCTRO shall only give the data to third parties in the event that it is necessary for the correct providing of the service and in accordance with its legal obligations.

Any user has the rights to access, rectify, eliminate, oppose, restrict the treatment and transferability and can do so by postal mail to Voctro Labs, S.L., Carrer Pujades 74, 08005 Barcelona or by email to the address [info@Voctrolabs.com](mailto:info@Voctrolabs.com). Furthermore, if necessary he/she can approach the Spanish Data Protection Agency.

The User undertakes to keep the provided data updated. The proprietor shall be liable for the damages that VOCTRO or third parties may sustain as a result of the lack of veracity, inaccuracy, lack of validity and authenticity of the data provided.

## 12. Limited Warranty and Disclaimer.

### 12.1 Limited Warranty.

VOCTRO warrants to you that a period of thirty (30) days from Delivery (the “**Warranty Period**”) conformity with the Documentation. It does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Voctro’s sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Voctro’s sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Voctro determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. Voctro shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

### 12.2 Exclusions.

The above warranty shall not apply: (i) if the Software is used with hardware or software not specified in the Documentation; (ii) if any modifications are made to the Software by you or any third party; (iii) to defects in the Software due to accident, abuse or improper use by you; or (iv) to any Free Version or other Software provided on a no charge or evaluation basis.

### 12.3 Disclaimer of Warranties.

This section 12 is a limited warranty and, except as expressly set forth in this section 12, the software and all services are provided “as is”. Neither VOCTRO nor its suppliers makes any other warranties, conditions or undertakings, express or implied, statutory or otherwise, including but not limited to warranties of title, merchantability, and fitness for a particular purpose or non-infringement. You may have other statutory rights. However, to the full extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the limited warranty period. Particularly:

(a) VOCTRO shall not be liable for any loss of use, lost data, failure of security mechanisms, interruption of business, or any indirect, special, incidental or consequential damages of any kind; or any other damage generated by the Software use.

(b) The data collection and treatment, particularly the personal data, and its legal compliance with the applicable law is the user's exclusive responsibility.

### 13.- APPLICABLE LAW AND JURISDICTION.

This Agreement shall be regulated in accordance with the applicable Spanish laws and European regulations.

In the event that any provision of this licence is contrary to the law, it shall be considered null and void without this affecting or meaning the invalidity of the whole licence.

In the event or any doubt and/or deviation with respect to its interpretation and/or effects, the parties shall agree to settle any discrepancy or conflict in the Courts of the city of Barcelona, the parties expressly waiving any other venue that may correspond to them, unless another venue corresponds to them as a.

The lack of a claim of any party to assert any of the rights hereby granted or the non-filing of a complaint against the other party in the event of any non-compliance of that stipulated herein, shall not be a waiver of said party to any future claim to assert the rights or a filing of complaints in the event of future non-compliances.

### 14.- Conditions of Use of the Platform

Voctro might offer in the future additional services through the online platform VOICEFUL.

These General Conditions of Access and Use regulate the access, browsing and use of the platform VOICEFUL, both if it is accessed through the APP by means of the website, hereinafter the platform, with respect to which VOCTRO has enough rights to allow its use in accordance with the provisions herein and in accordance with the provisions of the licence of use that you can consult herein.

These Conditions of Use of the platform must be obligatorily complied with by all the users thereof who have accessed as registered users.

If you wish to contact VOCTRO you may do so in writing to the addresses provided above, or if you prefer, through our [contact section](#) of the website.

The access and use of VOICEFUL by registered users, confer to you the status of User, which entails the adherence to these General Conditions of Access and Use in the version published at the time in which it is accessed. If you do not agree with them, you must abstain from accessing Voctro or from using the services provided through it.

These General Conditions of Access and Use are regulated by the principles of legality and good faith, the User undertaking to use VOICEFUL, as well as the information or services supplied under it in accordance with the Law, ethics, decency and public order. The unauthorised use of the information contained in VOICEFUL, its reselling, as well as the damage of third-party rights, shall give rise to the legally established liabilities.

Voctro reserves the right to modify, at any time and without prior notice, the display and configuration, as well as the General Conditions of Access and Use. Therefore, VOCTRO recommends that the User reads these General Conditions every time he/she uses the tool.

The services offered through VOICEFUL, by means of the registration, are reserved for users above 14 years of age.

VOCTRO undertakes to treat and process all the data of the registered users in accordance with its privacy policy.

The user undertakes to provide true, accurate and complete data, as well as to update all the data provided so that they continue to be true, accurate and complete.

The download process and the inclusion of your data and password are considered to be a formalisation of a legally binding agreement between VOCTRO and the user, in accordance with the terms of these Conditions of Use.

The user acknowledges that he/she has read and understood the terms and conditions of these Conditions and that he/she agrees to comply with all the provisions thereof.