

## PROMPTVOICE WEBSITE TERMS OF USE

These Terms and Conditions (the “**Terms**”), which incorporate the PromptVoice Privacy and Cookie Policy and End User Licence Agreement, govern your use of the PromptVoice website (the “**Site**”) and any recordings acquired through it. By accessing and using the Site you accept all parts of these Terms. If you do not agree to them, please do not use this Site.

PromptVoice (“**PromptVoice**”, “**Us**”, “**We**” or “**Our**”) is a trading name of Audencis Ltd, a company registered in England and Wales (company number 07388884) whose registered address is at Laverstoke Grange, Whitchurch, Hampshire, RG28 7PF, United Kingdom with VAT registration number is GB103294153. Our email address is [info@promptvoice.com](mailto:info@promptvoice.com). ‘PromptVoice’ is Our trade mark.

1. All materials and content (including but not limited to all recordings on the Site) (the “**Content**”) contained in this Site are the property of PromptVoice, its affiliates and/or its licensors. The Content may not be used except as provided for in these Terms unless you have the prior written consent of PromptVoice, its affiliates and/or any third party licensors (as the case may be). Where Content published on the Site is supplied by third parties, you acknowledge and agree that We cannot control and do not purport to endorse such Content in any way. We publish all Content offered by third parties in good faith but We do not (to the fullest extent permitted by law) accept any responsibility for the accuracy, reliability, timeliness or otherwise of such Content (whether published on or offline) or for the consequences of using such Content.
2. The services provided through this Site are for commercial use. You may only make use of the Content to the extent necessary to allow you to use the Site and the services provided through it. You shall not use any Content and/or the Site for any illegal or immoral purpose, or frame, link or deep-link this Site to any other website without Our prior written consent. In particular, you agree that you will not:
  - 2.1 use the Site for the posting, transmitting or creation of any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethnically or otherwise objectionable material of any kind;
  - 2.2 ask Us to record anything that by doing so may infringe the intellectual property rights of others. You hereby agree to indemnify Us and hold Us harmless against all costs, damages, losses (direct or indirect) and/or expenses (including but not limited to legal fees) that We incur because of your breach or threatened breach of this clause;
  - 2.3 upload files that contain viruses, Trojan Horses, worms, malware, corrupted files or any other such similarly malicious features;
  - 2.4 in any other way damage, disable or impair the operation of this Site or attempt to gain unauthorised access to the Site or to networks connected to it, through hacking, spoofing or other such similar means;
  - 2.5 submit multiple messages as one recording with the intention of subsequently separating the recording(s) into individual files. Each recording you require must be ordered separately. Additional charges will apply, calculated by PromptVoice acting reasonably as though the multiple messages had been individually uploaded.

### Intellectual property rights

3. The Content and the Site are protected by copyright, database right, trade mark law and/or other intellectual property rights globally. The owner(s) of these rights is/are PromptVoice, its affiliates and/or third party licensors. You acquire no rights or licences in or to the Site or any Content, other than the limited right to use the Site in accordance with these Terms or in order to use Our services. All product and company names and logos mentioned on the Site are the trade marks and/or trading names of their respective owners (which in some cases is Us). Unless you have Our prior written consent, you may not modify, copy, reproduce, republish, disassemble, decompile, reverse engineer, create derivative works from, interfere with, display, circulate, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Site, including (but not limited to) text, graphics, audio, video, messages, code and/or software.

### Your creative materials

4. PromptVoice’s policy is not to accept or consider creative materials, ideas or suggestions other than those We specifically request. This is to avoid any misunderstandings if your ideas are similar to those We have developed, or may go on to develop, independently. If you transmit any such material to Us by any means, you will be deemed to have granted Us and Our affiliates a perpetual, worldwide, royalty-free, irrevocable licence to use such material in any way We deem fit, including granting sub-licences to third parties.

### Privacy and Cookies Policy, user accounts, passwords and security

5. Where you must complete a registration process in connection with the Site, you must provide current, complete and accurate information about yourself as prompted. If you need to change any of your personal details, you may do so by clicking on ‘Edit Profile’. We will process your personal information in accordance with Our Privacy and Cookies Policy. You

are solely responsible for all use of, and for protecting the confidentiality of, any username, email verification and password used by you in connection with the Site. You may not share these with any third party. You must notify Us immediately of any unauthorised use of them or any other breach of security regarding the Site that comes to your attention.

#### Services on this Site

6. If you are interested in signing up to use PromptVoice's service, please take the time to read the End User Licence Agreement for PromptVoice recordings ("EULA"). The EULA will govern your use of PromptVoice's services. You must indicate your consent to the EULA before you can use PromptVoice's services. If there is any conflict between these Terms and the EULA, the EULA shall prevail to the extent that such conflict relates to your use of PromptVoice's services.

#### Accuracy of information

7. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

#### Links

8. We assume no responsibility for the contents or privacy practices of any other websites to which the Site has links. We shall not be held responsible or liable for any loss or damage caused by your use of or reliance on any content, goods or services available on such third party sites.
9. You may link to Our Site provided that you do so:
  - 9.1 in a fair and legal manner;
  - 9.2 in no manner that suggests any form of association, endorsement or approval on Our part where none exists;
  - 9.3 without using any logos or trade marks displayed on Our Site without Our prior written consent; and
  - 9.4 in no manner that We reasonably believe may damage Our reputation or to take unfair advantage of it.
10. You may not link to Our Site from any other site the main content of which contains material that:
  - 10.1 is sexually explicit;
  - 10.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 10.3 promotes violence;
  - 10.4 promotes or assists in any form of unlawful activity;
  - 10.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
  - 10.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 10.7 is calculated or is otherwise likely to deceive another person;
  - 10.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
  - 10.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive;
  - 10.10 implies any form of affiliation with Us where none exists;
  - 10.11 infringes, or assists in the infringement of, the intellectual property rights of any other party; or
  - 10.12 is made in breach of any legal duty owed to a third party including (but not limited to) contractual duties and duties of confidence.

#### Consequences of breach

11. You acknowledge that, if you breach these Terms, We may suffer loss and damage (which may or may not arise out of third party claims against Us due to any such breach). You agree therefore that you will reimburse Us all reasonable costs, losses and expenses (including Our lawyers' fees) incurred by Us or by Our affiliates and/or licensors, if We incur them because of your breach of these Terms. We may terminate these Terms immediately and without liability if you breach any of these Terms.

#### Extracts

12. All recordings featured on this Site are subject to copyright, and are owned by PromptVoice. You may not copy, reproduce, download, modify or in any other way commercially exploit any, including any part of, the recordings on this Site. We provide such extracts for informational purposes only.

## Liability and disclaimers

13. This Site, the Content, and any software products and services offered through this Site are provided on an “as is” and “as available” basis. We make no representations or warranties of any kind with respect to this Site, the Content, or such software products and services and, to the fullest extent permitted by law, We exclude any conditions, representations or endorsements, express or implied warranties or terms, including (but not limited to) those as to the availability, quality, timeliness, performance or fitness for a particular purpose of any of the Content or the products or services available on this Site.
14. To the fullest extent permitted by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
15. We hereby exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or Content. We will not be liable for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
16. The limitations of liability included in these Terms apply only to the use of Our Site and not to the sale of paid content, which is governed by the EULA.
17. You are responsible for ensuring that your computer system meets all technical specifications necessary to use, and is compatible with, the Site. We do not make any warranty that the Site or its servers are free from viruses, worms, malware, Trojan Horses or anything else that has contaminating or destructive properties. We shall not be liable for any damage to, or viruses that may infect, your computer equipment or other property following your access to, use of, or browsing on the Site and/or your downloading of any Content. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the integrity of data input and output.
18. Save in respect of death or personal injury resulting from Our negligence, or Our fraud, in which case Our liability is unlimited, neither PromptVoice nor any of its directors, employees or other representatives will be liable for loss or damage, whether direct or indirect and howsoever arising, out of or in connection with your use of the Site or Our service.

## General

19. PromptVoice reserves the right to terminate your access to this Site at any time with or without cause or notice. Any person who holds such a suspended or terminated account must not re-register on the Site without Our prior consent.
20. We reserve the right to assign or sub-contract any or all of Our rights and obligations under these Terms.
21. Neither of us will be liable for any breach of these Terms due to causes beyond Our reasonable control.
22. PromptVoice reserves the right to update these Terms at any time. When We do so, We will publish the amended version on the Site. The amended Terms will take effect from the time they are first published on the Site, and from then on will govern your use of it. If you do not agree with any amended Terms, you must stop using the Site.
23. If any provision(s) of this Agreement is/are held to be illegal, invalid or unenforceable, such provisions will be severed and the remainder of this Agreement shall continue in full force and effect. No waiver by Us shall be construed as a waiver of any past or future breach of any provision of these Terms.
24. These Terms, the Privacy and Cookie Policy and the EULA contain the entire agreement between Us and you relating to your use of the Site and Our service and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between Us and you.
25. These Terms shall be governed by and construed in accordance with the laws of England and Wales.
26. Any disputes concerning these Terms, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## PROMPTVOICE PRIVACY AND COOKIES POLICY

1. We are committed to protecting Our users' privacy and will take reasonable steps to protect any personal information submitted by users of this Site.
2. PromptVoice ("**PromptVoice**", "**Us**", "**We**" or "**Our**") is a trading name of Audencis Ltd, a company registered in England and Wales (company number 07388884) whose registered address is at Laverstoke Grange, Whitchurch, Hampshire, RG28 7PF.
3. We comply with the Data Protection Act of 2018 (the "**Act**") including the General Data Protection Regulations (GDPR) therein and with all other applicable data protection and privacy legislation. Accordingly, PromptVoice is registered with the Information Commissioner's Office as a 'data controller' for the purposes of the Act.
4. Some of your information will be collected automatically by Our Site. Other data will only be collected if you voluntarily submit it (for example, when signing up for an account). We do not store credit card details nor do we share financial details with any 3rd parties.
5. Depending upon your use of Our Site, We may collect some or all of the following information:
  - a. name;
  - b. business/company name;
  - c. job title;
  - d. contact information such as email addresses and telephone numbers;
  - e. IP address (automatically collected);
  - f. web browser type and version (automatically collected);
  - g. device operating system (automatically collected); and
  - h. a list of URLs starting with a referring site, your activity on Our Site, and the website you exit to (automatically collected).
6. PromptVoice may use your personal information:
  - a. to enable you to register for an account;
  - b. to provide and manage access to, and to personalise and tailor your experience of, Our Site and/or your account;
  - c. to develop and improve the products, benefits and services We offer;
  - d. to process orders and provide you with the goods and services you order;
  - e. for Site administration and development (for example, to analyse usage trends and to make improvements to the Site in accordance with such usage trends); and
  - f. in assessing your order for Our goods or services, for the purposes of the prevention and detection of fraud. We may use your personal information and disclose it to a third party to make checks against fraud prevention registers.
7. We may also contact you to inform you about any of Our products and services that We think may be of interest to you. If you wish to stop receiving such information, please adjust your preferences under the My Details section of the Site.
8. From time to time, We may also contact you by telephone. If We do so, We shall always respect any request you make to decline such telephone marketing in the future.
9. We may also use your personal information to contact you, where you have authorised Us to do so, when you have won a competition on the Site or to provide you with an email newsletter.
10. If We sell any part of the PromptVoice service, We may transfer your personal information to the new owner.

11. If you believe your registered details to be incorrect or if they have become outdated, you can update them by clicking on the 'Update Profile' link in the My Account section of the Site.
12. We only keep your data for as long as We need to in order to use it as described above, for as long as We are legally obliged to keep it, and/or for as long as We have your consent to keep it.
13. Except as set out in this Privacy and Cookies Policy, We will not sell, rent or disclose your personal information to third parties without your prior consent. However, you agree that We may (without your prior consent) disclose such information to other companies in Our group and/or to Our suppliers, sub-contractors and business partners where such disclosure is necessary to operate this Site and/or to provide you with Our services.
14. We may transfer your personal information to other companies in our group and/or to Our agents, suppliers, sub-contractors and business partners located outside of the European Economic Area ("EEA"). Some of these countries might have data protection laws that are equivalent to the Act, but that some may not. However, we will contractually ensure that your personal information is as protected overseas as it is in the UK. Accordingly, you hereby consent to Our transferring your personal information to other companies in Our group and/or to Our suppliers, sub-contractors and business partners located outside the EEA in connection with your use of the Site and/or the provision to you of Our services.
15. We take the security of your personal information seriously and take all reasonable precautions to prevent its loss, misuse or alteration. Our agents, suppliers, sub-contractors and business partners who have access to your personal information are also required to keep that information confidential and secure, and they are not permitted to use it for any purpose other than to help Us to provide services to you.
16. We use internationally recognised partners to process card payments. At the appropriate stage of the ordering process you will be transferred to an encrypted page on which you can make payment. PromptVoice does not have access to your payment card information and that information is not stored on Our servers or in Our databases.
17. You have the legal right to ask for access to your personal data held by Us (where such data is held) or to exercise any of your other legal rights with respect to your personal data for which no fee is payable. However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances. Please contact Us for more details in writing to Our registered address.
18. Our Site uses "**Cookies**". A cookie is a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site.
19. Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use such Cookies to facilitate and improve your experience of Our Site and to provide and improve Our products and services. By using Our Site, you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. We use third party Cookies on Our Site to improve and provide a more tailored visitor experience, and track visitor use for internal analysis to help Us improve our service.
20. We may change this Privacy and Cookies Policy as we deem necessary from time to time, or as may be required by law. Any changes will be posted on Our Site and you will be deemed to have accepted the terms of the revised Policy on your first use of Our Site following the changes. You should check this page regularly to keep up-to-date.