

## Speech Data Vault App

### Terms of Use

#### 1.0. Overview

- 1.1. This website is operated by Intron. Throughout the site, the terms, "site", "Intron", "we", "us" and "our" refer to Intron. Intron offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.
- 1.2. By visiting and/or using our site, including registration of an account, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms", "Terms of Use"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, merchants and/ or contributors of content. This include whether you register an account or not and whether you upload any content on your account or not.
- 1.3. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.
- 1.4. The terms "you," "your," "yourself" shall also include your employees, agents, business representatives and any other individuals that you provide access to the Services through your Account. You are responsible for ensuring that all persons who access the Services through your account are aware of these Terms and comply with them.
- 1.5. Intron reserves the right to revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when posted. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.
- 1.6. The information provided on the site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws.
- 1.7. Any new features or tools which are added to the site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any

part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

- 1.8. The site is intended for users who are at least 18 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have permission of, and be directly supervised by, their parent or legal guardian, to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms using the Site.

## **2.0. General Terms**

By agreeing to these Terms of Service, you represent and understand that:

- 2.1. You are not under the age of 18 or a minor in the jurisdiction in which you reside (if a minor, you must have received parental permission to use the Site).
- 2.2. You have the legal capacity, and you agree to comply with these Terms of Use.
- 2.3. That you own or have written permission to use the voice and or samples provided by you
- 2.4. You may not use the Site for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 2.5. We are a service provider and make no representations as to the safety, effectiveness, accuracy, or legality of any of the information contained on the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied on and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content.
- 2.6. A breach or violation of any of the Terms will result in an immediate termination of your account.

## **3.0. Prohibited Uses**

- 3.1. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit

false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. (l) to upload or store any personal information belonging to you or any other person without consent.

- 3.2. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **4.0. Disclaimer of Warranties; Limitation of Liability**

- 4.1. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- 4.2. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- 4.3. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 4.4. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 4.5. In no case shall Intron, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **5.0. Indemnification**

You agree to indemnify, defend and hold harmless Intron and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **6.0. Contributing to Projects**

By Signing up to this site and joining any project, you agree to provide voice and or required samples as required by the project. You agree to follow the criteria and requirements for each project. You understand that Intron evaluates contributors per project, and so you agree that by contributing to each project you voluntarily provide and surrender your voice and or required samples to Intron and you will only receive compensation when you meet the criteria for each project.

## **7.0. Contributing Samples**

**7.1.** You agree and understand that you are uploading Voice and or required Samples made by yourself or others through the Site, as a contribution to projects you join. You confirm that the voice and or required samples you have provided do not infringe any third-party rights and that you have the necessary permissions to upload such voice or required samples.

**7.2.** You agree that you own 100% of the voice or required samples and or have the appropriate consents, licenses, copyrights, mechanical licenses, and all other permissions required to upload such voice or required samples on the site.

## **8.0. User Obligations**

By uploading and selling voice or required samples, including its content or associated work or other content on the site, you understand, warrant and represent that:

**8.1.** you have the authority and permission to make the voice or required sample available in the manner required on the site.

**8.2.** the voice or required samples do not infringe the rights of any third party, including any the subject matter of the voice or required samples, any background sounds, writers, artists or musicians.

**8.3.** the voice and all required samples shall not contain or transmit any virus or other harmful matter.

**8.4.** While Intron provides a platform for you to contribute your voice or required samples, Intron does not guarantee that every voice and or required sample will be used or paid for. You agree to follow the instructions for each project and to fulfil the criteria for each project including the minimum length of voice or required samples to be eligible. Any payment from Intron is full and final at the price range displayed for each project. You agree that your only claim against Intron shall be for Intron's non-payment, where you have fulfilled all criteria for each project.

- 8.5.** Intron reserves the right to remove any of Your Content from the Website if such content: (i) is patently offensive, or defamatory in any way whatsoever; (ii) is the subject of a dispute between you or us or any third party; (iii) is content to which you cannot document your rights therein upon Intron's request; (iv) violates the intellectual property rights or other protected interests of a third party; (v) is the subject of a takedown notice by a party claiming to own the rights therein, or (vi) is the subject of any fraudulent activity, or for any other reason in Intron's sole and absolute judgment is necessary to protect the business interests of Intron or Licensees. Intron shall have no liability to you for the removal of any of Your Content from the Website.
- 8.6.** Intron aims to utilize the voice and or required samples primarily for the development of voice or other technologies and therefore requires voice or required samples meeting certain specified high-quality. As such, we reserve the right to remove content that we deem substantially poor quality.
- 8.7.** We reserve the right to terminate, suspend or remove any account or content which we believe breaches our terms and conditions, without liability us. You shall indemnify us against any and all direct and indirect claims, losses, damages, costs and liabilities arising out of any breach by you of these terms.

## **9.0. Payments**

- 9.1.** Intron's relationship for the purchase of any voice or required sample is with the user account. Intron shall not be liable to any other person or 3<sup>rd</sup> party for any obligation or service or fee, apart from the account that uploads the required sample.
- 9.2.** Intron may require verification or conformation of the accounts before payment.
- 9.3.** The term of the purchase of any voice or required sample is perpetual. This means that any contribution of any voice or required sample to any project, immediately and perpetually transfers ownership of the voice or required sample to Intron. You must not upload any voice or required sample that you do not agree to transfer to Intron perpetually.
- 9.4.** Intron shall make monthly payments to Users who meet the criteria for each project. It is your responsibility to review the requirements and criteria for each project before uploading any voice and or required samples.
- 9.5.** Users who are eligible to receive payments after review shall provide Intron with correct bank account details to receive their payments. Intron shall not be responsible for any errors in the account details provided by the Users.
- 9.6.** Intron may store personal details including bank account details of Users for the purposes of processing accurate payments to Users.

## **10.0. Intellectual Property**

Upon the upload of any voice or required sample to any project on the site, you immediately assign the perpetual, unrestricted, worldwide ownership/license over such voice or required samples, in any language, sound format, including all voice or required samples uploaded:

**10.1.** in whole or in part by the User;

**10.2.** alone or in conjunction with others; or

**10.3.** in pursuance of specific instructions or not,

to Intron and you acknowledge that, by virtue of this clause and payment received, all such rights are vested in Intron perpetually.

## **11.0. Your Account**

**11.1.** If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Intron is not responsible for third party access to your account that results from theft or misappropriation of your account. Intron and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

**11.2.** By using the Site, you represent that all registration information you submit will be true, accurate, current, and complete. You will maintain the accuracy of such information and promptly update such registration information as necessary.

## **12.0. Links to Third Party Sites/Third Party Services**

**12.1.** This site may contain links to other websites ("Linked Sites"). The Linked Sites may not be under the control of Intron and Intron is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Intron is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Intron of the site or any association with its operators.

**12.2.** Certain services made available via this site are delivered by third party sites and organizations. By using any product, service or functionality originating from this site's domain (<https://speech.intron.health>), you hereby acknowledge and consent that Intron may share such information and data with any third party with whom Intron has a contractual relationship to provide the requested product, service or functionality on behalf of Intron.com users and customers.

## **13.0. Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy.

#### **14.0. Termination**

- 14.1.** These Terms of Service remain effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. You can delete your account at any time of your choosing.
- 14.2.** We may terminate or suspend your access to or ability to use any and all Services at any time, without prior notice or liability, for any reason or no reason. In particular, Intron may immediately terminate or suspend your Account if you are in breach of these Terms or if your Account has been flagged for copyright infringement.
- 14.3.** The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- 14.4.** Upon Termination for any reason whatsoever, all voice and or required samples uploaded to any project shall continue to remain the property of Intron.

#### **15.0. Entire Agreement**

- 15.1.** The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 15.2.** These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- 15.3.** Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **16.0. Governing Law**

- 16.1.** This Agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.
- 16.2.** In the event of any dispute, the parties shall take reasonable steps to resolve the dispute amicably. Where the parties are unable to resolve the dispute, the dispute may be referred to Mediation directed by a Mediator appointed by the High Court of Lagos State, under the Rules of the Lagos State Multidoor Courthouse. The Mediation shall hold in Lagos (parties may agree to attend virtually) and shall be conducted in English Language.
- 16.3.** Where parties are unable to resolve the dispute via Mediation, either party may submit the dispute to the jurisdiction of the Lagos State Courts, under the

applicable Laws of Lagos State and the Laws of the Federal Republic of Nigeria.

**16.4.** Nothing in this Agreement shall preclude either Party from commencing legal proceedings in the Court for the purposes of protecting its confidential information, as contained in the Contract, by means of injunctive or other equitable relief.

**17.0. Contact Information**

Questions about the Terms of Service should be sent to us at [intron@intron.io](mailto:intron@intron.io)