

THE VOICE KEEPER
TERMS OF SERVICE
LAST UPDATED: 22/02/2021

The Voice Keeper provides a platform for which Users can who have a need to create a synthetic voice are able to record themselves in order to create a TTS engine that sounds like them (“Voice Banking”). This process (the “Service”) is offered from time to time at thevoicekeeper.com and via an App (collectively the “Sites”). The Service is owned and operated by Almagu Ltd (the “Company,” “we,” or “us”).

Your use of the Service is subject to the terms and conditions set forth in these Terms of Service (the “Terms of Service”).

PLEASE READ THE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING ANY PART OF THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS OF THE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE SERVICE. USE OF THE SERVICE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF SERVICE.

- 1. Updates to Terms of Service; Integration.** We may, in our sole discretion, modify the Terms of Service via email or by posting notice on any part of the Service. The “Last Updated” date at the top the Terms of Service indicates when the latest modifications were made to the Terms of Service. By continuing to access and use the Service you agree to any such modifications. Therefore, you are responsible for reviewing and should become familiar with any such modifications. You are encouraged to review this Terms of Service periodically and to check the “Last Updated” date at the top of the Terms of Service for the most recent version. In addition, when using services or features on the Service, you will be subject to any posted guidelines or policies applicable to such services or features that may be posted from time to time, including but not limited to the Privacy Policy as noted below. All such guidelines or policies are hereby incorporated by reference into these Terms of Service.
- 2. Translation.** We may translate these Terms of Service into other languages for your convenience. Nevertheless, the English version governs your relationship with Company, and any inconsistencies among the different versions will be resolved in favor of the English version.
- 3. Service Availability.** The Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.
- 4. Privacy Policy.** Use of the Service is subject to the terms of our [Privacy Policy](#) which is hereby incorporated into and made part of these Terms of Service. Please carefully review our [Privacy Policy](#). By using or accessing the Service, you agree to be bound by the terms of our [Privacy Policy](#).

5. Age. The Service is meant for those at least thirteen (13) years of age or the age of majority where you reside, whichever is younger. Use of the Service by anyone under this age is a violation of the Terms of Service.

6. Intellectual Property.

6.1 You acknowledge that all the intellectual property rights in the Service, including, but not limited to, copyrights, patents, trademarks, and trade secrets, the website design, application design, graphics, text, sounds, pictures, and other files and the selection and arrangement thereof (collectively the “Materials”) are the property of Company and/or its licensors, and are subject to and protected by international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in these Terms of Service are reserved to their respective copyright owners. Company authorizes you to view, download and/or print the Materials provided that you keep intact all copyright and other proprietary notices contained in the original Materials. Except as expressly authorized by the Terms of Service, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, scrape, copy, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Company or the respective copyright owner. In the absence of a written agreement, you may not modify or adapt the Materials in any way or otherwise use them for any public or commercial resale purposes. The trademarks, service marks, trade names, trade dress and logos (collectively, “Marks”) contained or described in the Services are the sole property of Company and/or its licensors and may not be copied, altered or otherwise used, in whole or in part, without the prior written authorization of Company and/or its licensors. Company reserves the right to enforce its intellectual property rights fully under the law.

7. Use of the Service.

7.1 In the event you are required to establish an account to use the Service and/or take advantage of certain features, you agree to:

- a. provide true, accurate, current and complete information about yourself as prompted by the Service;
- b. as permitted, maintain and promptly update such information. If you provide any information that is false, inaccurate or outdated, or Company has reasonable grounds to suspect that such information is false, inaccurate or outdated, Company has the right to suspend or terminate your account and prohibit all current or future use of the Service by you; and
- c. that your account is for your personal and/or business use. You may not resell the Service.
- d. by creating an account, you agree to receive certain communications in connection with the Service.

7.2 You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your account. Your account is meant to be private and you shall not share accounts for any reason. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. You agree to be responsible for all charges resulting from the use of your account via the Service, including charges resulting from unauthorized use of your account.

7.3 You may not impersonate someone else, provide an email address other than your own, create multiple accounts or create or use an account for anyone other than yourself, unless that party has provided you with permission to do so. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with the Services.

7.4 You agree to use the Services only for lawful purposes and that you are responsible for your use of and communications and content you may post via the Services. You agree not to post or transmit any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes upon others' intellectual property rights, impersonates any individual or entity, or otherwise violates any applicable law. You agree not to solicit personal information from minors. You agree not to use the Services in any manner that interferes with its normal operation or with any other user's use of the Services.

7.5 You may not do any of the following while accessing or using the Services:

a. access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;

b. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

c. access or search or attempt to access or search the Services by any means other than through our currently available, published interfaces that are provided by us, unless you have been specifically allowed to do so in a separate agreement with us;

d. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or;

e. disrupt or interfere with the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or otherwise creating an undue burden on the Services.

7.6 You may not use manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any page of the Services. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any part of the Services.

7.7 You further agree that you will not access the Services by any means except through the interface provided by Company for access to the Services. Creating or maintaining any link from another application to any page at the Services without the prior authorization of Company is prohibited. Running or displaying the Services, or any information or material displayed via the Services in frames or through similar means on another website or application without the prior authorization of Company is prohibited. Any permitted links to the Services must comply with all applicable laws, rule and regulations.

7.8 Your use of the Services is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

7.9 Furthermore, you herein agree not to make use of the Services for:

- a. uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b. causing harm to any minor in any manner whatsoever;
- c. forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- d. uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- e. uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- f. uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- g. uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

- h. disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real-time interactions;
- i. interfering with or disrupting any of the Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any software and/or routine to bypass the robot exclusion headers;
- j. stalking or with the intent to otherwise harass another individual; and/or,
- k. collecting or storing of any personal data relating to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs, except for those who have affirmatively provided their consent.

7.10 You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software. You may not remove, obscure, or alter any copyright notice or other proprietary rights notices affixed to or contained within the Software. You may not separate the component programs of the Software for use on different computers or sublicense, lease, rent, loan, or distribute the Software to any third party. You may not permit, direct or authorize any third party to take any action with respect to the Software which is inconsistent with the terms set forth in this TOS.

8. Third Party Sites & Services

8.1 Links provided via the Services to Third-Party websites, Third-Party Contractors or Companies and/or services (the "Third-Party Services") are provided only as a convenience. If you use these Third-Party Services or use links to such websites, you may leave the Services. Company does not control nor endorse any such Third-Party Services. You agree that the Company Parties, as defined below, will not be responsible or liable for any content, goods or services provided by such Third-Party or for your use or inability to use such Third-Party websites.

8.2 You will use such links at your own risk. You are advised that other websites on the Internet, including Third-Party websites linked from the Services, might contain material or information: that some people may find offensive or inappropriate; that is inaccurate, untrue, misleading or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. Company expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any Third-Party website or in advertisements or content that Third-Party websites may have in the Services.

8.3 Your interactions with organizations and/or individuals and Third-Party Contractors or Companies found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals, except as may be otherwise stated herein. You agree and acknowledge that Company is not a party to any transactions you may enter into, except as may otherwise be stated herein, using the Services and shall not under any circumstances be liable for any

damages of any kind arising out of, or in connection with, or relating to, the products and services of a Thirty-Party.

9. Feedback. By sending us any ideas, suggestions, documents or proposals (“Feedback”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Company and its users any claims and assertions of any moral rights contained in such Feedback.

10. Termination. You may terminate your use of the Service at any time. You agree that the Company may terminate or suspend your access to all or part of the Service, with or without notice, in our reasonable discretion, at any time, if you violate the Terms of Service. Company reserves the right to modify or discontinue the Service (or any part thereof) with or without notice, at any time. Following the termination or cancellation of your subscription to the Service and/or your account, we reserve the right to delete all your data in the normal course of operations.

11. Representations. You expressly represent, warrant, and/or acknowledge that:

11.1 Company does not warrant or guarantee the suitability or availability of any material or content, including without limitation any, data, products or services, found through the Service.

11.2 Company does not screen the authenticity or quality of any material or content or any provider of material or content, including, data, products or services found through the Service.

11.3 Company makes no representations or promises regarding any material or content, and that some of the material or content provided via the Service may be owned or licensed by third parties.

11.4 Company is not a party to any transaction between you and any provider of products or services via the Service. Any dispute shall be resolved between yourself and the provider of such products or services or your customer.

11.5 Any information, including any data, materials, or content on the Service, including on any Facebook, Instagram or Twitter page, are for informational purposes only.

11.6 You assume all risk when using the Service, including all the risks associated with any online or offline interactions with other Users, providers of products and services, and from additional fees or charges from your mobile carrier.

11.7 You are of legal age to form a binding contract and are at least the age as noted in paragraph 5 herein, or of age or you have the authority of such legal entity to form a binding contract; all registration information you submit is accurate and truthful; you will maintain the accuracy of such information; and

you are legally permitted to use and access the Service and take full responsibility for the selection and use of and access to the Service.

11.8 The Company will have no obligation to provide you with any support or maintenance in connection with the Service.

11.9 The Company may screen uploaded audio and we may contact you with suggestions as to how to improve your recordings.

11.10 Company may use anonymized recorded User audio to improve our Services. Users acknowledge and agree that any such use does not grant Users any right in mixed voice or any other Company product.

12. Warranties, Disclaimers and Limitations of Liability. You expressly understand and agree that:

12.1 Your use of the Service is at your sole risk. The Service and the associated materials and content are provided on an “as is” and “as available” basis. Except as otherwise expressly provided in these Terms of Service, Company, its parent, subsidiary and other affiliated companies, and their respective officers, directors, employees, agents and other representatives (collectively, the “Company Parties”), expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a purpose and non-infringement. without limiting the generality of the foregoing, the Company Parties make no warranty that: (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; (iii) information that may be obtained via the Service will be accurate or reliable; (iv) the quality of any and all products, services, information or other material, including all merchandise, goods and services, obtained or purchased by you directly or indirectly through the Service will meet your expectations or needs; (v) and (vi) any errors in the Service will be corrected.

12.2 The Company Parties shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use the company service, including any liability: (i) as a publisher of information; (ii) for any incorrect or inaccurate information or any ‘bug’ of the company service; (iii) for any unauthorized access to or disclosure of your transmissions or data; (iv) for statements or conduct of any third party on or via the Service; (v) for any disputes between users of the Service or between a User of the Service and a third party; (vi) for lost data; (vii) cost of procurement of substitute products or services; (viii) for any technical malfunction that may arise from problems with computer systems, software code, servers, computer equipment, mobile phones, software, infrastructure connections or any combination thereof. or (ix) for any other matter relating to the Service or any third party. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental or consequential damages, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if an individual advises the Company Parties of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between the Company and you. The products, information and services offered on and through the Service would not be provided to you without such limitations.

12.3 Notwithstanding the foregoing, the sole and entire maximum liability of the Company Parties for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to any amounts paid by you to Company during the three (3) months prior to the date any cause of action may have occurred.

12.4 You agree that regardless of any statute or law to the contrary, any claim you may bring must be filed within one (1) year after the cause of action accrues or it will be permanently barred.

12.5 Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. accordingly, some of the above disclaimers and limitations may not apply to you.

12.6 If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

13. Indemnification. You agree to indemnify, defend and hold harmless the Company Parties against all claims, demands, causes of action, losses, expenses, damages and costs (including any reasonable attorneys' fees), resulting or arising from or relating to your use of the Service, any activity related to your account by you or any other person permitted by you, any Content that you submit to, post on or transmit through the Service, your breach of these Terms of Service, your infringement or violation of any rights of another, or termination of your access to the Service. We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as requested by us.

14. Purchases and Payments.

14.1 Purchase of Services. Your contract for the purchase of Services, if any, is completed once you confirm your purchase and performance of this contract begins as soon as the purchase is complete.

14.2 Subscriptions. Company may offer different subscription models for the Services, which may include different features. The specific features and requirements for each subscription shall be displayed when you have an opportunity to purchase a subscription. Subscription renewals require an active internet connection.

14.3 Payment Processing Methods. Company may make available to you various payment processing methods to facilitate the purchase of Services. You must abide by any relevant terms and conditions or other legal agreement with third party payment processors, that governs your use of a given payment processing method. Company may add or remove payment processing methods at its sole discretion and without notice to you. Once your purchase is complete, Company or the payment processor may charge your credit card or other form of payment that you indicate for any Services purchased, along with any additional applicable amounts (including any taxes). You are solely responsible for all amounts payable associated with purchases you make via the Services.

14.4 Pricing. Pricing and availability of all Services for sale, if any, displayed through the Site are subject to change at any time before you click the button indicating that you want to purchase such Services.

14.5 For customers in Israel, cancellation of purchases is governed by the Israeli laws: “Takanot Haganat Hatsarchan (bitul Iska) 2010 and Hok Haganat Hatsarchan 1981”

14.6 For customers outside Israel, our purchase cancellation terms are detailed in the “Refund Policy” section in our website

15. Procedure for Notifying the Company of Copyright Infringement. Those who believe that their copyrighted work has been infringed or are aware of other infringing material, should contact our Copyright Agent at the address listed below and provide us with the following information:

- a. An electronic or physical signature of a person authorized to act on behalf of the owner of the copyrighted work that has allegedly been infringed.
- b. Identification of the copyrighted work claimed to have been infringed.
- c. Information describing where the allegedly infringing material is located on the Service.
- d. Your address, telephone number, and email address.
- e. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- f. A statement by you that the above information in your notification is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner’s behalf. The foregoing information may be emailed or mailed to our Copyright Agent at the addresses listed at the end of this Terms of Service.

Following receipt of the information listed above, we will remove or disable access to the infringing material and take reasonable steps to notify the user responsible for posting said material. The posting of infringing copyrighted material may result in the termination of user privileges of such user.

16. Applicable Law and Jurisdiction. Your use of the Service is governed by and will be enforced under the laws of the Israel without regard to conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within this stated Jurisdiction. You agree that printed copies of any and all agreements and/or notices in electronic form are admissible in any legal or regulatory proceedings. Any such controversy, claim, suit, injury or damage shall be heard on an individual basis and shall not be consolidated in any case with any controversy, claim, suit, injury or damage of any other party. IN ANY CLAIM, ACTION OR PROCEEDING TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THE TERMS OF SERVICE INCLUDING, WITHOUT LIMITATION, RELATING TO YOUR USE OF THE SERVICE, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

17. Miscellaneous.

a. These Terms of Service constitute the entire agreement between Company and each user of the Service with respect to the subject matter of these Terms of Service.

b. If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions will not be affected.

c. The failure of the Company Parties to insist upon strict adherence to any term of these Terms of Service shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in these Terms of Service. You may not assign your obligations or rights hereunder to another entity or individual. We may transfer, assign or delegate these Terms of Service and its rights and obligations without your consent.

d. We shall have no liability to you hereunder if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of us or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

e. No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind us in any respect whatsoever.

f. These Terms of Service apply to both iOS and Android apps.

18. Customer Service. If you have any comments or questions regarding these Terms of Service or wish to report any violation of these Terms of Service, you may contact us at the address below.

Email address: elik@almagu.com