

### **Voicetoons™ Audio Vault Content License**

In exchange for your membership fee, you are hereby granted access to the Voicetoons Audio Vault. This limited License is issued to you, and you alone as sole user from your IP address and/or registered email address. This fee offers you limited access and use of our audio, sound, voice and ringtone content featured within the Audio Vault section of our company web site located at [www.voicetoons.com](http://www.voicetoons.com). Payment demonstrates your acceptance and acknowledgement of our user Agreement and use terms pertaining to any and all **Voicetoons™** voice clips, sound effects, ringtones, audio skits and other media files downloaded via your IP address from our server. Voicetoons does not guarantee, nor warrant the ongoing delivery, maintenance, or continuation of this Audio Vault service and reserves the right to cancel this audio content download program at anytime, without notice, reimbursement, or prorated refunds in-part, or in-full.

### **Access by and Authentication of Authorized Users**

Licensee will be granted access to the Licensed Materials pursuant to the following:  
**IP Address.** Authorized User shall be identified and authenticated by the use of Internet Protocol ("IP") address provided by Licensee to Licensor.

**User Name / Password.** Authorized User shall be identified and authenticated by the use of a username and password created by Licensee. Licensee shall be responsible for the use of this name and password.

**Unauthorized Access / Use:** Licensee is not allowed to share access to their account by others. Licensor retains the right to block access to the Licensee access point and/or close said account if Licensee is found to be sharing access with un-authorized users, or providing their user name and password to others. No refunds will be offered.

**Developing Protocols.** Authorized Users may also be identified and authenticated by such means and protocols as may be developed during the term of this Agreement.

### **Membership Fees**

Licensee shall remit payment to Licensor prior to use and access of all Licensed Materials pursuant to the terms set forth herein, or as outlined on the registration page of the web site domain known as [www.voicetoons.com](http://www.voicetoons.com) with the membership term limited to the current 'expiration date' mentioned therein.

### **Copyright / Limited License**

The audio and/or voiced material subject to this Agreement offered by Voicetoons, hereinafter referred to as "Licensor"; shall consist of various character voice clips, effects, sounds, audio skits and ringtones. Published and/or otherwise made available by Licensor, said content shall be hereinafter referred to as "Licensed Materials". User hereinafter referred to as "Licensee" is licensed content and acknowledges that the copyright and title to the Licensed Materials and any trademarks, or service marks relating thereto remain with Licensor and/or its partners, shareholders and/or owners.

### **Intellectual Ownership**

Licensee shall have no intellectual rights to, title in, or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive personal and professional use of the Licensed Materials, however has no right to distribute, share, provide, make available, nor sell Licensed Materials herein accordance with this Agreement.

### **Delivery and Access to Licensed Material**

Licensor shall provide the Licensed Materials to the Licensee in the following manner; Web Site Downloads: Licensee shall have access to audio files and will download said content from the Audio Vault section of our web site located at [www.voicetoons.com](http://www.voicetoons.com) so long as the Licensee' subscription and/or membership is active and current.

### **Authorized Use of Licensed Material**

Authorized Uses. Upon payment to Licensor, Licensee may access the Audio Vault and have use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Any and all Licensed Materials may be used for purposes of visual and audio content design, training, education and includes limited broadcast use as follows:

Inclusion and Display. Licensee shall ONLY have the right to electronically use the Licensed Materials within artistic works of Licensee and can NOT display, or make available to the public, or other individuals licensed audio material in the original supplied manner alone. That being single audio and/or media files.

Limited Broadcast Use. Licensee may use the Licensed Materials within broadcast commercials, animations, cartoons, games, web based media, flash designs, ecards, and other media content so ,long as the material is featured within a complete production. CONTENT CAN NOT be featured within pornographic content, or sexually explicit media of any nature.

Internet / Web Use: Licensee may use audio content within any and/or all web based content, flash designs, ecards, web site cartoons, animations and other streaming media content so long as the media does not require a fee to access content.

Archival Backup: Licensee may archive and/or create one (1) copy of any and all Licensed Materials as a backup copy during the term of this Agreement., or the "Perpetual License" of this Agreement.

### **Specific Restrictions of Licensed Material Usage**

Unauthorized Use. Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor..

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Resale. Other than as specifically permitted in this Agreement, Licensee may not make available Licensed Materials for commercial resale, single, or bulk reproduction or redistribution of the Licensed Materials in any form.

### **Perpetual License**

Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

### **Warranties**

Subject to the Limitations set forth elsewhere in this Agreement. Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials only in accordance with the terms of this Agreement and shall not infringe the copyright of any third party.

The Licensor shall indemnify and hold Licensee harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of 5-days from delivery.

### **Limitations on Warranties**

Notwithstanding anything else in this Agreement: Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all

implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to any third party.

#### **Assignment and Transfer**

Licensee may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed.

#### **Governing Law**

This Agreement shall be interpreted and construed according to, and governed by, the laws of Larimer County Colorado excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in Denver Colorado shall have jurisdiction to hear any dispute under this Agreement.

#### **Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

#### **Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

#### **Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **Notices**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10-days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address on record from the date of the initial transaction between parties.