TERMS OF SERVICE AND DISCLAIMER

Welcome to the VOG Live Announcers website, which is owned and operated by VOG Live Announcers ("the Site"). By accessing or using this Site, you agree that you have read, understand, and agree to be bound by the terms described herein and all terms incorporated by reference.

1. THE SERVICES

VOG Live Announcers is a technology marketplace where voice actors and talent ("talent") and users seeking to hire such talent ("clients") can identify each other and buy and sell services.

- **Venue Only:** The Site is solely a venue; VOG Live Announcers does not itself provide talent services.
- **Independence:** The provision of all talent services is the sole responsibility of the talent.
- **Non-Liability:** VOG Live Announcers has no responsibility or liability for the conduct of any client or talent, whether online or offline.

2. CONTENT AND LICENSING

The text, images, logos, and arrangement of media on this Site ("Content") are subject to copyright and intellectual property protection.

- **License Grant:** By submitting information, you grant VOG Live Announcers a non-exclusive, world-wide, royalty-free, perpetual, and irrevocable license to reproduce, modify, and display such content in any media.
- **Ownership:** You represent that you own all rights to the content you submit and that its use will not infringe upon any third party's rights.
- **Prohibition on Shared Profiles:** Talent accounts may not represent more than one individual; accounts found representing multiple people may be removed without notice.

3. PROHIBITED USE

You are prohibited from using the Site for any unlawful, obscene, or immoral purpose. This includes, but is not limited to:

- Soliciting others to perform unlawful acts.
- Infringing upon intellectual property or privacy rights.
- Collecting or tracking the personal information of others.
- Spamming, phishing, or scraping the Content of this Site.
- Systematic retrieval of data to create a database or directory without express written consent.

4. LIMITATIONS ON LIABILITY

YOU ACKNOWLEDGE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK . * **Disclaimer:** VOG Live Announcers disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose.

- **Liability Cap:** In no event shall the total liability of VOG Live Announcers, its affiliates, or agents exceed the greater of the fees paid to the Site in the prior 12 months or $50.
- **No Damages:** We are not liable for any direct, indirect, punitive, or consequential damages resulting from your use of, or inability to use, the Site.

5. INDEMNIFICATION

You agree to indemnify, hold harmless, and defend VOG Live Announcers and its officers from any claim, demand, or liability (including attorney's fees) arising from:

- Your breach of these Terms.
- Your negligence or willful misconduct.
- Disputes between you and another client or talent.

6. GOVERNING LAW AND ARBITRATION

This Agreement is governed by the laws of the **State of California**.

- **Binding Arbitration:** All disputes will be exclusively resolved under confidential binding arbitration held in **San Francisco County, California**, in accordance with the rules of the American Arbitration Association.
- **Waiver of Jury Trial:** Each party hereby waives any right it may have to a trial by jury with respect to litigation arising out of this agreement.

7. TERMINATION

We reserve the right to terminate these Terms and deny you access to the Site immediately and without notice if, in our sole discretion, you fail to comply with any provision. Upon termination, you must promptly destroy all materials obtained from the Site.