

**General Terms and Conditions of Sale  
(GTCS)**  
*(Updated July 29, 2024)*

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**ARTICLE 1: IDENTIFICATION AND PURPOSE OF THE COMPANY**

- **Business Name:** S.A.C Studio
- **Represented by:** Ricardo Rhodes
- **Head Office:** Rue de Huppaye 14, 1315 Incourt Belgium
- **Company Number:** BE1003949505

**ARTICLE 2: DEFINITIONS**

- **Company:** Refers to S.A.C Studio.
- **Services:** All products and services offered by S.A.C Studio.
- **Client:** Any natural or legal person using the services of S.A.C Studio.
- **User:** Any natural or legal person accessing and browsing the company's website at [www.sacstudio.be](http://www.sacstudio.be).

- **Actor:** Any voice professional collaborating with the company for demo reel publishing, voice coaching, or audio project creation.

### **ARTICLE 3: CONSENT TO THE GENERAL TERMS AND CONDITIONS OF SALE**

These General Terms and Conditions of Sale (hereinafter "GTCS") define the contractual relationship between the company and the buyer. They also outline the rights and obligations of each party regarding the sale of products offered on the website [www.sacstudio.be](http://www.sacstudio.be).

The company commits to making the GTCS accessible to the client. Any website user agrees to adhere to the GTCS. The client agrees to read the GTCS before finalizing an order.

The site reserves the right to modify or update the GTCS at any time without notice. Accordingly, users agree to regularly review the GTCS to stay informed of the current version.

These GTCS apply to all sections of the website, without exception.

### **ARTICLE 4: USE AND ACCESS TO THE SITE**

The website [www.sacstudio.be](http://www.sacstudio.be) is hosted by the Hostinger platform.

By accepting the GTCS, the user certifies that they are at least 16 years old or have the authorization of their legal representative before placing an order. The user agrees not to use the site for illegal purposes.

Access to the site requires an internet connection through a secure user-provided connection. The user is responsible for taking all necessary measures to protect their data and internet connection.

Users can review our privacy policy regarding the use of their personal data at any time.

### **ARTICLE 5: INTELLECTUAL PROPERTY AND COPYRIGHT**

The company's website is protected by Belgian intellectual property laws. Any reproduction of the site's elements is prohibited.

It is strictly forbidden to exploit, in whole or in part, the audios available for free access on the website. The company holds the exclusive rights to these audios.

It is strictly forbidden to use the brand name without the company's consent. Copying, sharing, selling, or distributing the digital products offered by the company is strictly prohibited.

The company is authorized to showcase clients' audio creations and use client reviews on its website, social media, or any other company-owned platform to promote its products and services.

This authorization also extends to actors, who are likewise allowed to use all or part of their project to promote their work. However, the company is not responsible for the broadcasting rights of actors' demo reels.

If an actor does not have the necessary rights for broadcasting their demo reels or if broadcasting conditions are not respected, the company will not be held responsible for the consequences of such broadcasting.

## **ARTICLE 6: PRODUCTS AND SERVICES OFFERED BY S.A.C STUDIO**

S.A.C Studio specializes in the production and sale of audio content as well as in coaching and training to improve public speaking skills.

The products and services offered are as follows:

- **Creation of Audio Content:** The company creates personalized audios according to the client's project (relaxation audio, audio fiction, audiobook, commercial spot, dubbing, etc.).
- **Demo Reel Hosting for Actors:** The company allows actors to publish their audio demos on the company's website to gain visibility. Hosting operates on an annually renewable subscription, binding the company and the actor by contract.
- **Vocal Coaching:** The company offers online coaching sessions conducted by a professional dubbing actor to support the client on a personal project (learning to project their voice, improving posture, etc.).
- **Training:** The company offers online training courses to practice public speaking.
- **E-books:** The company offers e-books on various topics related to its specialty.

## **ARTICLE 7: ORDER PLACEMENT**

For audio content creation, the client schedules a free 30-minute appointment on the company's website by going to the "Contact" section. The client provides their personal information and specifies their need before choosing a time slot. A Google Meet link is sent via email, on which the client connects at the reserved time.

The company sends a quote within two days of the call, detailing the price and delivery time, which must be returned signed by the client. The client signs a copyright assignment contract with the company.

For demo reel hosting, the client places an order under the same conditions as for audio content creation. The actor signs a contract with the company for a renewable one-year period. Upon signing the contract, the actor commits to providing all necessary documents for the demo reel's online publication.

For coaching, the client places an order under the same conditions as demo reel hosting and audio content creation. The client is informed that coaching sessions are at least one hour long.

For training courses and e-books, the client can directly add digital products to their cart before finalizing the order by making the payment.

## **ARTICLE 8: PAYMENT TERMS**

For audio content creation, demo reel hosting for actors, and coaching, payment is made by bank transfer via the IBAN provided by the company upon invoice issuance.

Prices are listed on the quote and are expressed without and with VAT.

Each quote is priced according to the client's personalized project. Therefore, the client cannot claim a lower price granted to another client due to a different project, an individually granted promotion, or a free offer.

For training courses and e-books, the client can pay by credit card via the secure Stripe payment service.

Any order constitutes acceptance of the price. By validating the order, the client authorizes the company to debit the bank account for the amount corresponding to the order price.

The client agrees and ensures that they are the legal holder of the card to be debited and/or have the right to use it.

The company reserves the right to modify prices at any time of the year, without notice or justification.

Under the same conditions as for audio content creation, demo reel hosting for actors, and coaching, a client who obtained training or an e-book at a higher price following a price increase or the end of a free offer cannot claim these price variations to request a refund of the difference between the paid price and the new displayed price.

The company may apply promotional codes for clients. It does not commit to the validity period of promotional codes or the discount rate offered by the promotional codes.

In the event of non-payment or payment issues, the client is informed that the company may suspend or cancel the order.

An invoice is issued to the client for any product or service purchased from the company. The client receives their invoice via email.

For any billing-related inquiries, the client can contact the company at the following email address: [invoice@sacstudio.be](mailto:invoice@sacstudio.be).

## **ARTICLE 9: ORDER REFUSAL**

S.A.C Studio reserves the right to refuse an order, a quote request, or a free consultation request from a buyer for a legitimate reason, in accordance with Article L121-11 of the Consumer Code.

This applies if the order, quote request, or call is abnormal, made in bad faith, if there is a dispute with the buyer regarding the payment of a previous order, or for any other legal reason.

The company informs the buyer of its decision without obligation to justify its choice.

## **ARTICLE 10: DELIVERY OF SERVICES AND PRODUCTS**

For audio content creation, the delivery time is indicated on the quote. The delivery time varies according to the client's project. The client is informed of the delivery time before proceeding with payment. The client receives their audio content via email. Delivery is made digitally to the email address provided by the client.

For coaching, the hours conducted via video conference constitute the delivery of the purchased service.

For demo reel hosting services, delivery takes the form of publication on the company's website. The publication occurs within 10 business days after receiving the necessary files for online posting.

For training courses and e-books, delivery is immediate. The client receives their digital product immediately via email after payment is received.

In case of access difficulties to the training, the client can contact the company at the following email address: [support@sacstudio.be](mailto:support@sacstudio.be).

## **ARTICLE 11: RIGHT OF WITHDRAWAL.**

Regarding the creation of audio content, the client is informed that they waive their right of withdrawal, in accordance with paragraph 3 of Article 221-28 of the Consumer Code, which states that "the right of withdrawal cannot be exercised for contracts for the supply of goods made to the consumer's specifications or clearly personalized."

The absence of the right of withdrawal is explained by the fact that the audio content is 100% personalized to the client's project.

Regarding the hosting of demo tapes, the client is informed that they waive their right of withdrawal under the same conditions as the creation of audio content, in accordance with paragraph 1 of Article 221-28 of the Consumer Code, which states that "the right of withdrawal cannot be exercised for contracts (...) for the supply of services fully executed before the end of the withdrawal period, and if the contract obliges the consumer to pay, whose execution has begun with their prior and express consent and acknowledgment of the loss of their right of withdrawal, when the service has been fully executed by the professional," considering that the hosting is carried out within 10 days from payment.

Regarding coaching sessions, the client is informed that they waive their right of withdrawal if their coaching session occurs within 14 days from payment, in accordance with paragraph 1 of Article 221-28 of the Consumer Code.

Regarding training and ebooks, the client is informed that they waive their right of withdrawal in accordance with paragraph 13 of Article 221-28 of the Consumer Code, which states that: "the right of withdrawal cannot be exercised for contracts (...) for the supply of digital content not provided on a physical medium, whose execution has begun before the end of the

withdrawal period and if the contract obliges the consumer to pay (..) " considering that delivery is immediate after the payment is made by the client.

Although no product or service falls within the scope of the right of withdrawal, the company has implemented certain cancellation and refund conditions, outside of this right.

## **ARTICLE 12: CANCELLATION AND REFUND CONDITIONS.**

Regarding coaching, no refund can be made for a canceled session.

However, the client can reschedule their appointment within 10 days of its initial date, provided that a rescheduling request is made 48 hours before the initial time slot.

The request is made to the following email address: [planning@sacstudio.be](mailto:planning@sacstudio.be).

The company is not obliged to accept this rescheduling, which is at the discretion of the company, depending on its availability and remaining slots.

Regarding the hosting of demo tapes, actors wishing to withdraw their demo tape may receive a partial refund, subject to acceptance by the company.

The company will deduct the service setup fees from the total online hosting price.

The actor may receive a full refund if their cancellation occurs before the demo tape is posted online.

Refunds are made by bank transfer within 1 month from the request.

The request to withdraw the hosting is made to the following email address: [demo@sacstudio.be](mailto:demo@sacstudio.be).

The actor is informed that the acceptance of the cancellation is assessed on a case-by-case basis by the company and is not automatic or guaranteed.

The company reserves the right to refuse this request.

Given that the contract between the company and the actor is automatically renewable, the actor may terminate the contract one month before renewal at the following email address: [demo@sacstudio.be](mailto:demo@sacstudio.be).

## **ARTICLE 13: PROHIBITION OF USING AI.**

The company S.A.C Studio places great importance on protecting its actors and combating voice theft.

Therefore, it is strictly forbidden for any client to use, integrate, or exploit audio creations within the framework of an artificial intelligence project or system.

This includes training AI models or neural networks, voice synthesis or the generation of artificial voices, and any other form of analysis, processing, or use involving AI technologies.

Thus, the company limits the client's use of audio creations to a specific, defined, and validated project.

If the client wishes to extend the scope of use of the audio creation they purchased, they must make a request to the company.

The scope of use will be formalized by an addendum to the copyright transfer contract.

The client is informed that any use not complying with these T&Cs as well as the copyright transfer contract binding them with the company will be considered illegal.

To combat voice theft, the company protects audio creations and its actors' vocal performances through digital watermarking and fingerprinting.

The client agrees not to alter, delete, or circumvent this marking.

The company monitors the use of audio creations and vocal performances through tools such as Audible Magic, BMAT, TuneSat, Gracenote, Pex, Audoo, Soundmouse, Identify by Haawk, and any other tools necessary for verification.

In the event of a breach of these obligations, the client's copyright transfer contract will be terminated, and they will be ordered to immediately cease their violations.

The client is liable for a fixed penalty of 1,000 euros per confirmed violation.

#### **ARTICLE 14: RIGHT TO COMPETE.**

The client is informed that the company reserves the right to collaborate with clients operating in the same industry.

This collaboration may include, but is not limited to, providing similar services, creating content for competing projects, or participating in joint commercial initiatives with other clients in the same sector.

S.A.C Studio nevertheless undertakes to respect the confidentiality of each project and not to disclose any sensitive information to unauthorized third parties.

#### **ARTICLE 15: PROHIBITION OF SOLICITATION.**

It is strictly forbidden for users or clients to solicit actors to obtain audio creations without going through the company.

This prohibition also applies to actors.

The purpose of this prohibition is to maintain total protection for actors and to combat voice theft.

#### **ARTICLE 16: COMMITMENT OF CLIENTS AND ACTORS.**

Any client or actor undertakes to collaborate and/or use the company's services in strict compliance with these T&Cs and the contracts binding them with the company.

The client agrees not to use audio creations for illegal purposes, under penalty of the company refusing any new order.

Actors featured on the company's website agree not to adopt any behavior that could harm the company, under penalty of the company terminating their collaboration without compensation.

#### **ARTICLE 17: HANDLING OF COMPLAINTS.**

If a client or user wishes to submit a complaint regarding the products and services of S.A.C Studio, the company can be contacted:

- By email: [complaint@sacstudio.be](mailto:complaint@sacstudio.be)

The company undertakes to provide a complete and detailed response within 48 hours of receipt.

Complaints are only handled during the following hours:

- Monday to Friday, from 8 a.m. to 6 p.m.

#### **ARTICLE 18: PROTECTION OF PERSONAL DATA AND COOKIES.**

To ensure proper execution of orders, the company collects the following personal data:

- First and last name
- Email address
- Phone number
- Company name (optional)
- Voice (for actors)
- Photos (for actors)

By placing an order, the client consents to providing their personal data.

The company undertakes to treat this personal data confidentially and not to share, distribute, or disclose it for any reason, except with the express consent of the buyer, with the exception of the necessary transmission of this personal data to its business partners to properly execute this contract.

In accordance with European Regulation 2016/679 known as "GDPR3," every client has the right to access, inquire about, modify, rectify, or delete their personal data by notifying the company at any time.

Requests related to exercising these rights must be made to the following email address: [privacy@sacstudio.be](mailto:privacy@sacstudio.be).

Without an express request from the user, the company retains the client's information for 10 years from the final delivery of the service.

After the 10-year period, the company automatically deletes all the client's personal data.

All personal data that is legally required to be retained will be stored in archive form for the mandatory retention period imposed on the company.

For the proper operation of the site, the company places cookies in users' browsers.

Each user is free to accept or refuse cookies.

Disabling cookies will make certain services on the site unavailable.

The client can visit the CNIL website for information on how to manage and delete cookies from their browser.

The client can consult our privacy policy to learn about how their personal data is collected and processed.

#### **ARTICLE 19: FORCE MAJEURE.**

All obligations of the company under this sales contract will be suspended in the event of force majeure.

The company undertakes to inform the client of any force majeure event that could hinder or delay the proper execution of the contract.

#### **ARTICLE 20: NULLITY OF A CLAUSE.**

If any clause is found to be non-compliant with a provision of current Belgian law, the clause will be deemed unwritten.

In no case shall this result in the nullity of the other clauses or the entirety of the general terms and conditions of sale.

#### **ARTICLE 21: AMICABLE SETTLEMENT AND MEDIATION**

In the event of a dispute related to an order, the company and the client agree to resolve it amicably.

Both the company and the client commit to executing the contract in good faith.

The client provides all necessary information for the proper execution of the contract and acknowledges their legal obligations as a consumer.

The company informs and advises the client of their rights and ensures the contract is carried out in accordance with the present General Terms and Conditions of Sale (GTCS).

The company is committed to settling disputes amicably, seeking a compromise negotiated by the opposing parties, in accordance with Belgian law.

The company's customer support team commits to assisting the client in resolving any disputes. The client, in turn, agrees to provide all necessary documentation to resolve the dispute.

The client is informed of their right to file a complaint, free of charge, through the European Online Dispute Resolution platform.

The client may use the mediation service to which S.A.C Studio has subscribed at no cost: The Consumer Mediation Center of Justice Conciliators, located at 49 Rue de Ponthieu, 75008 Paris, represented by its president, Mr. René Jalin.

To contact the mediator, the client must complete the online form available on the website: <https://www.mediateur-consommation-smp.fr> or write to the following address: Société de la Médiation Professionnelle – Médiation de la consommation – 24, rue Albert de Mun, 33 000 Bordeaux.

To access the mediation service, the client may visit the following link: <https://www.cm2c.net/declarer-un-litige.php>.

The mediation service's email address is as follows: [cm2c@cm2c.net](mailto:cm2c@cm2c.net).

The mediation service can be reached by phone at 01 89 47 00 14.

The service is available Monday to Friday, from 9:00 AM to 12:00 PM and 2:00 PM to 5:00 PM.

The mediation service is entirely free for the client.

## **ARTICLE 22: APPLICABLE LAW AND JURISDICTION IN CASE OF DISPUTE**

These General Terms and Conditions of Sale are governed by Belgian law.

If a dispute cannot be resolved amicably, any disputes related to the present GTCS will be submitted to the competent court according to the legal and regulatory provisions in force, as well as the nature of the dispute.

**Last modification: 29/07/2024.**