

Terms and Conditions

WORK FOR HIRE

TravSonic agrees that all work performed for the Customer shall be considered as "works made for hire" as contemplated and defined in Section 101 of the United States Copyright Act.

By purchasing a service from TravSonic.com, you are "hiring" the company to perform production tasks for your project. In this case, TravSonic does not own or claim any rights to the previous works submitted or sound recordings, videos, or material captured during the project.

TravSonic hereby grants to Customer all rights of every kind and nature in and to the results and proceeds of TravSonic services and performances rendered hereunder, including, without limitation, all rights in and to the following Performances, Compositions, Video, and/or Masters, including the worldwide copyrights therein, (including the universal copyright and any and all renewal and extension rights) for all uses of whatsoever nature whether now known or hereafter devised, throughout the world and universe. Customer shall

accordingly have the sole and exclusive right to copyright any Performances, Compositions Video, and/or Masters embodying TravSonic's performances under Customer's name as the sole owner and author thereof unless the Customer and TravSonic collectively agree to different terms and a signed agreement.

If for any reason we shall be deemed not to be the authors of the Performances, Video, Compositions, and/or Masters, then TravSonic hereby assigns to Customer the entire right, title, and interest throughout the universe, in and to the Performances, Compositions and/or Masters, TravSonic acknowledges and agrees that Customer and its affiliates, assignees, licensees, etc. have the right to use, produce, reproduce, record, re-record, adapt, edit, delete from, add to, combine with other works, translate, print, publish, advertise, transmit, perform, broadcast, disseminate and otherwise exploit and authorize the exploitation of the Performances, Compositions and/or Masters by any and all means now known or hereafter devised.

TravSonic hereby waives the benefit of any provision of law known as "moral rights" or any similar analogous provision of any treaty, statute, regulation, or rule of law of any government or quasi-governmental body in any country of the world or throughout the universe.

ONLINE SHOP

The online shop allows you to purchase production services and obtain the final product via digital download from either email, Dropbox, Google Drive, or other official file delivery websites.

Files will be delivered securely by password protection or an exclusive web link. This will help protect the project from being accessible to the public until it is released. However, TravSonic claims no responsibility for files or materials accessed by a 3rd party once in the hands of the Customer and transferred out of the storage platforms.

Travsonic.com is a secure website protecting the transmission of data between the web browser and the web server with SSL encryption. All sensitive information you supply is encrypted for the highest protection.

SSL stands for Secure Sockets Layer and, in short, it's the standard technology for keeping an internet connection secure and safeguarding any sensitive data that is being sent between two systems, preventing criminals from reading and modifying any information transferred, including potential personal details.

When ordering or registering at www.travsonic.com, the Customer may be asked to enter their name, email address, mailing address, phone number, or other details to help you with fulfilling online services.

We collect information from the Customer during registration, purchasing, subscribing to a newsletter, filling out a form, giving feedback, or entering any information on the website site.

Our website is scanned regularly for security holes and known vulnerabilities to make your visit to our site as safe as possible. We use regular Malware Scanning.

PAYMENTS

Payment must be made either in full or by a deposit before any work begins unless a project agreement has been approved by TravSonic. The payment terms will be outlined in estimates and invoices prior to the Customer's approval.

Orders made via money order or by phone payment will remain on hold until the payment is fully processed and cleared.

Accepted Online Payment Methods

- All major credit cards
- Verified <u>PayPal</u>
- Money Order
- Afterpay

Unaccepted Payment Methods

We DO NOT accept the following payment methods for online purchases without a customer verification process.

Cash App

- Venmo
- Other peer-to-peer apps and services
- Personal or business checks
- Bank Transfer

All payment transactions are processed through a gateway provider and are not stored or processed on the travsonic.com server.

PROJECT PROCEDURE AND PROTECTION

During your project, a sound or visual watermark may be embedded in sound recordings, videos, or other media. This is to ensure the files do not get circulated or released mistakenly. Upon completion, the watermarks will be removed from the approved media and provided for the final release to the Customer.

FILE PREPARATION FOR MUSIC AND FILM MIXING

All finalized voice/dialogue, music, ambiance, and sound effects shall be included in the session deliverables to Travsonic. Please do <u>not include extra files</u> that are not intended to be in the final production. This includes extra voice/dialogue not finalized, unfinished music tracks, and experimental sound

effects. If there are extra production files for reference please include them in a separate folder.

File Consolidation and Stems

The session shall be organized, labeled, <u>consolidated as stems</u>, or delivered as an <u>AAF file</u>. Any files that need to be reorganized, spotted, comped, or synced to the picture will incur an extra fee. Upon file reorganizing of the session, the Customer shall approve the final locked session before officially starting the project.

Picture Locked

The video or film project must be **Picture Locked**. This means that the film project and audio are final and approved for audio post-production. Changes to the picture sequences can no longer be moved or modified in duration.

If there are any changes to the film duration after the project has started it will incur an extra fee or revision credit.

Sending Your Files

Please do not send a session as separate file attachments in emails. Include all session files in one folder preferably as a Zip file. Alternatively, the Customer can mail the file assets on a hard drive.

REFUNDS

Travsonic.com online services are electronic non-physical or irreversible goods. With this aspect, orders can not be physically returned or exchanged after being downloaded by the Customer.

Each project is important to us and we believe in keeping our Customers satisfied. If you are unsatisfied with our service or results, we are willing to make changes and adjustments free of charge to fulfill the project in good faith.

Reasons for FULL refund

- You ordered and paid for a service but did not use the service within 30 days of the payment date. This includes not providing us with the session files or required project materials and your project has not begun. After 30 days, we may opt to automatically refund your payment minus processing fees.
- You ordered and paid for a service, however, your project can not be fulfilled because of file delivery issues to us, technical issues, or situations out of our control that hinder completing the project in a timely and professional manner.

Reasons for a partial refund

You ordered and paid for a package, and received your first file(s)
 but do not wish to proceed with the project for any reason. You will receive a 50% refund of the full project price minus processing fees.

The file(s) you received will be considered final and will not be revised until a new package or add-on is purchased to reinstate the project.

When a project is more than 80% complete and is at the final stages
of production, full payment is required to receive the project files. A
15% discount on the full project price can be deducted if the project
has not been mastered for the final stage.

Reasons a refund Will NOT be honored

- You ordered and paid for a package, received your first file(s), and revision(s), and confirmed you are satisfied with the project or asked to proceed to approval.
- You ordered and paid for a package, and your project has been completed, uploaded, and sent successfully.
- You ordered and paid for a package, received your first file(s), and revision(s), and did not respond after 30 days. The project will be considered completed and final.

Depending on the situation where a refund can not be issued, shop credits for services in the amount determined by TravSonic will be issued. These shop credits can only be redeemed for services at www.travsonic.com. By processing an order, you automatically agree to all of these terms.

PROJECT HOLDS

The following are instances when a project will be put on hold.

- An estimate was approved, but the deposit has not been made to start the project. Approved estimates are valid for 30 days, which after a new estimate will need to be issued.
- Communication with the Customer has stalled or is unresponsive for the latest submitted revision.
- The customer has not provided the project files to start. In this case, the project will be on hold for up to 30 days. Thereafter a refund will be issued if no correspondence is received from the Customer in a timely manner.
- Customer requests to postpone the project for unforeseen circumstances and wishes to continue at a later time. The project deposit that was paid will be held during this period.

MODIFYING OR ADDING SERVICES TO A CURRENT PACKAGE

If you wish to have more services added to your project, you will have to either purchase an extra package or modify the current estimate. For example, if a film mixing package was purchased that didn't include sound design and later wishes to have the sound design done, an extra fee will be applied.

To purchase extra services visit the audio production packages page at https://www.travsonic.com/online-store/

UPLOADING YOUR FILES

Instructions for preparing your files are provided on the website and the Customer is responsible for adhering to the guidelines to have the project go smoothly and on time.

At any time Travsonic finds the files delivered are unsatisfactory to proceed, we have the right to put your project on hold until deliverables are approved or issue a refund.

TURNAROUND TIME

All orders are rendered on a first come first serve basis.

The turnaround time starts when the files are delivered by the Customer and verified by TravSonic. Project time is determined by the number of revisions requested by the Customer and circumstances encountered out of our control.

We try to stay within the posted turnaround times for our packages, however, the posted turnaround time is average durations and can change per project.

All turnaround times stated on our website or by e-mail are only an estimation. In any event, the turnaround time may be extended at any time after purchase. Rush delivery may or may not be available.

REVISIONS

Each production includes a certain amount of revisions depending on the package. Revisions are small adjustments to the overall project and include:

- Volume changes
- Panning
- Small edits
- Adjustments to effects
- FQ
- Other processing

NOT Covered for Revisions

- Arrangement changes such as re-recording at Travsonic Studios will incur the hourly studio rate. Note, submitting re-recorded audio provided by the Customer will count towards a revision.
- New file submissions are not included such as vocals, instruments, or sound design. If extra services are needed not incorporated in the original project quote, it will incur an extra fee.

The Customer has up to 10 days from the time we send the first mix to request any free revisions. After each revision, the Customer has 7 days to request another free revision. After the said days, the project is considered complete and you can no longer have the option to use any remaining free revisions. If the Customer wants a revision after the project has been completed, a new revision will need to be purchased at the pricing provided on the package services page.

Unlimited Revisions

The Customer has the option to purchase an unlimited revision add-on to a production package at an additional fee.

This option is ideal for long-term projects which will require a high volume of editing and revisions.

APPROVAL

Once the Customer approves the project for finalization, the project is considered complete and no other changes can be made. If for any reason you would like any changes, different versions, or small edits you will need to purchase a new revisions package.

SESSION FILE STORAGE AND BACKUP

It is the Customers' responsibility to backup, save, and protect all session data provided during the project or after. For larger projects that take up a lot of data, it is recommended that the Customer provide their own hard drive for storage either in person or mailed if done online.

Final Project Media

TravSonic is not responsible for backing up, storage, or loss of data after being transferred to the Customer's drive, cloud, or other media. However, TravSonic does practice archival backups as much as possible for full session data, there are no warrants or guarantees of absolute long-term backup once transferred to the Customer and completed.

Sessions will be stored on the studio archive system for 2 weeks after project completion to ensure a successful transfer. The Customer can arrange long-term storage backup for large projects at a small fee of \$10 a month.

NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIM

Pursuant to 17 U.S.C. Section 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), TravSonic reserves the right, but not the obligation, to terminate your right to use the Applications, the Sites, or the Services if TravSonic determines in its sole and absolute discretion that you are involved in any activity that may be infringing, including alleged acts of

infringement, regardless of whether the material or activity is ultimately determined to be infringing. TravSonic accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), as amended, TravSonic has implemented or will implement procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act.

If you believe that anything on the Sites or the Services infringes upon any copyright which you own or control you may file a notification of such infringement and submit them via email as set below:

TravSonic Studios | copyright@travsonic.com

Please see 17 US Code § 512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages including, but not limited to, costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

TravSonic respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the designated agent listed above with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other

intellectual property interest; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Sites or the Services; (iv) your address, telephone number, and email address; (v) a 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; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

AGREEMENT

You, the Customer, are responsible for reading and agreeing to the entire terms and conditions. By purchasing a service through this website or via a proposal from a sales representative, you agree and are held by these terms.

TravSonic may at any time, without notice to you and in its sole discretion, amend this policy from time to time and the changes are not prorated. Please review this policy periodically.