

Stepwolf OÜ - Terms and Conditions of Sale

Last updated: January 1 2026

1. Definitions

- "**Stepwolf**", "**we**", "**us**" or "**our**" refers to **Stepwolf OÜ**, a private limited company incorporated in Estonia under registry code 17101538, with registered office at Sepapaja tn 6, Tallinn, 15551, Estonia, EU VAT number EE102793192.
 - "**Client**" means any natural or legal person ordering Services from Stepwolf.
 - "**Services**" means any service provided by Stepwolf, including but not limited to: voice-over recording, directed remote voice sessions, audio editing, post-production, sound design, mixing and mastering, music composition and production, video post-production, script proofreading and translation, artistic direction, AI voice licensing, and the granting of usage licenses (broadcast, synchronization, exploitation).
 - "**Order**" means the Client's confirmed request for Services, formalized by acceptance of a quote.
 - "**Deliverable**" means any audio file, master, stem, project file, or other output provided by Stepwolf to the Client under an Order.
 - "**Quote**" means the written offer issued by Stepwolf detailing scope, deliverables, pricing, and usage rights.
 - "**Personal Use**" means use of a Deliverable strictly within the private sphere of the Client or the named recipient — for example a personalised greeting, a private gift, a wedding speech, a family event, or any other non-commercial, non-public use limited to a closed circle of family or friends. Personal Use expressly excludes any form of broadcast, online publication, monetisation, advertising, promotional use, public performance, or use in any context generating direct or indirect revenue.
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2. Acceptance of Terms

These Terms and Conditions apply to all Orders placed with Stepwolf and to all Services provided by Stepwolf. By accepting a Quote, paying an invoice, or otherwise instructing Stepwolf to begin work, the Client acknowledges having read and unconditionally accepted these Terms.

These Terms prevail over any general terms or purchase conditions of the Client, unless expressly agreed otherwise in writing by Stepwolf.

These Terms are intended primarily for business-to-business (B2B) relationships but also apply to business-to-consumer (B2C) Orders. Where the Client qualifies as a consumer under EU law (Directive 2011/83/EU), mandatory consumer protection provisions apply and prevail over any conflicting clause herein. In particular, consumers benefit from a **14-day right of withdrawal** for distance contracts, except where they expressly request immediate performance of digital or service Orders and acknowledge the loss of this right upon full performance (Article 16(a) and 16(m) of Directive 2011/83/EU). By confirming an Order requiring immediate execution (e.g. urgent voice-over delivery), the consumer Client expressly waives the right of withdrawal once performance has begun with their consent.

3. Quotes and Orders

Stepwolf will issue a Quote upon request, valid for **30 days** unless stated otherwise. The Order is formed when the Client confirms acceptance in writing (email or any equivalent written channel). Both parties shall confirm the scope, deliverables, deadline, price, and usage rights in writing.

Stepwolf reserves the right to revise the Quote if the project scope is modified after acceptance, including but not limited to script changes, additional words or runs, expanded usage rights, additional languages, or extended deadlines requiring expedited delivery.

4. Pricing and Payment

4.1 Pricing

All prices are stated in **EUR**, exclusive of VAT or other applicable taxes. Stepwolf OÜ is registered for VAT in Estonia. The applicable VAT regime depends on the Client's status and location:

- **Estonian Clients (B2B and B2C):** Estonian VAT is applied at the prevailing standard rate.
- **EU B2B Clients with a valid VAT number:** the reverse-charge mechanism applies pursuant to Article 196 of EU Directive 2006/112/EC. No Estonian VAT is charged; the Client is liable for VAT in their own jurisdiction.
- **EU B2C Clients (consumers):** VAT is charged according to the place-of-supply rules applicable to the Service.
- **Non-EU Clients (B2B and B2C):** the Service is generally outside the scope of EU VAT, subject to confirmation case by case.

The Client is responsible for providing a valid VAT number where applicable. Any subsequent re-qualification of the Client's status by tax authorities resulting in additional VAT liability shall be borne by the Client.

4.2 Invoicing

Invoices are issued upon delivery of the files, unless otherwise agreed (e.g. for projects exceeding EUR 1,500, where Stepwolf may request a deposit of up to 50% before commencing work).

4.3 Payment terms

Payment is due within **14 days** of the invoice date, by SEPA bank transfer or other method specified on the invoice, unless otherwise agreed in writing. Bank fees, currency conversion fees, and intermediary fees (including non-SEPA wire fees) are borne by the Client.

4.4 Late payment

In accordance with EU Directive 2011/7/EU on combating late payment in commercial transactions and applicable Estonian law, in the event of late payment:

- Default interest accrues automatically and without prior notice at the rate of the European Central Bank refinancing rate plus **8 percentage points per annum**;
- A fixed compensation of **EUR 40** is due for recovery costs, in addition to any reasonable further recovery costs (including legal fees and debt collection agency fees).

Stepwolf reserves the right to suspend any ongoing or future Services and to revoke any granted usage license until full payment is received (see Clause 7).

5. Warranty and Retakes

5.1 Quality warranty

Stepwolf warrants that the Services will be performed with professional skill and care, in accordance with industry standards.

5.2 Retakes for tone or diction

Defects in tone, diction, or pronunciation must be reported in writing within **15 days** of delivery. Stepwolf will provide one or more revisions ("retakes") at no additional cost to correct such defects, in line with the Client's original brief. **If no defects are reported in writing within this 15-day period, the Deliverable shall be deemed fully accepted by the Client**, and any further request for modification shall be subject to additional fees under Clause 5.3.

5.3 Script changes after delivery

Retakes due to script modifications, copy changes, or revised client direction after delivery are not covered by this warranty and will be charged separately, with a minimum fee of **EUR 100** per retake session, plus any additional engineering or session time.

5.4 Final script

The Client warrants that the script provided is the final, approved version. Stepwolf shall not be liable for delays or additional costs caused by late or repeated script changes.

5.5 Limitation

No warranty is given as to the commercial success, audience reception, or fitness of the Deliverable for any specific marketing, regulatory, or business outcome.

5.6 Subcontracting

Stepwolf reserves the right to subcontract all or part of the Services (e.g. translation, additional engineering, mastering, supporting voice talent) to qualified third parties, while remaining fully responsible to the Client for the performance of the Services and the quality of the final Deliverable. Where confidentiality has been agreed (Clause 16), Stepwolf shall ensure that any subcontractor is bound by equivalent confidentiality obligations.

6. Intellectual Property and Licensing

6.1 Ownership

Stepwolf retains all intellectual property rights, including copyright and neighboring rights, in all voice recordings, performances, music compositions, sound designs, and other creative outputs produced under an Order, unless and until a license or assignment is granted in writing.

Moral rights, where applicable under EU and Estonian law, remain with the performer/author and are non-transferable.

6.2 License grant

Upon full payment of the corresponding invoice, Stepwolf grants the Client a license to use the Deliverable strictly within the scope defined in the Quote and/or invoice, including:

- **Purpose** (e.g. TV commercial, e-learning, corporate video, IVR, video game, podcast, audiobook, trailer);

- **Geographic territory** (e.g. Belgium, Worldwide, EU);
- **Duration** (e.g. 12 months, in perpetuity);
- **Channels and media** (e.g. broadcast TV, radio, cinema, streaming platforms, paid social, organic social, internal use, point-of-sale).

Any use beyond the licensed scope requires prior written authorization from Stepwolf and the purchase of an additional or extended license.

6.3 Scope drives pricing

The total fee for an Order reflects both the production work (recording, editing, post-production) and the scope of the usage license granted. The license fee component depends on factors including, but not limited to:

- **Type of use** (e.g. broadcast advertising, corporate communication, e-learning, internal use, video game, audiobook, IVR, podcast, trailer);
- **Geographic territory** (e.g. single country, regional, EU, worldwide);
- **Duration of exploitation** (e.g. campaign-bound, 12 months, 24 months, in perpetuity);
- **Channels and media** (e.g. TV, radio, cinema, paid social, organic social, OOH/billboard, streaming, internal-only);
- **Exclusivity or category exclusivity**, where requested.

The applicable scope is defined in the Quote and corresponding invoice. Any extension of the scope (renewal, new territory, new channel, new format) requires a written addendum and an additional license fee.

6.4 No exclusivity

Unless expressly agreed in writing and priced accordingly, no exclusivity is granted on Stepwolf's voice, performance style, or compositions. Exclusivity, conflict-out, or category-exclusivity provisions are subject to additional fees.

6.5 Third-party material provided by Client

Where the Client provides scripts, music, images, brand assets, or any other material, the Client warrants that it holds all necessary rights to such material and grants Stepwolf the rights necessary to perform the Services. The Client shall indemnify and hold Stepwolf harmless against any third-party claim arising from such material (see Clause 12).

6.6 Personal Use Orders

Orders explicitly designated as Personal Use (e.g. private gifts, personalised messages, wedding or birthday tributes, family events) are licensed under a strictly limited, personal, non-exclusive, non-transferable, and non-sublicensable license, granted solely to the Client and, where applicable, to the named recipient identified in the Order.

Personal Use Orders may **not** be:

- Broadcast on television, radio, cinema, or any commercial public venue;
- Published on social media platforms, video-sharing sites, podcasts, or any publicly accessible online channel;
- Used in any commercial, promotional, advertising, or revenue-generating context, whether direct or indirect;
- Reproduced, distributed, sold, lent, or transferred to third parties beyond the immediate private circle of the Client or recipient;
- Submitted to any AI model, voice cloning service, or training dataset (see Clause 8).

Any use of a Personal Use Deliverable beyond this strictly private scope constitutes a material breach of these Terms and requires the prior conclusion of a separate commercial license at Stepwolf's then-current commercial rates. Such breach entitles Stepwolf to immediate license revocation, takedown demands, retroactive licensing fees, and damages, without prejudice to any other remedies.

The Client is responsible for ensuring that the named recipient, if any, is informed of and complies with the limitations of this license.

7. Exploitation and Broadcast Rights

Exploitation and broadcast rights are firm and non-refundable once granted. **No broadcast, exploitation, distribution, or any use whatsoever is authorized while the corresponding invoice remains unpaid or only partially paid.**

In case of non-payment, Stepwolf may, without prejudice to other remedies:

- Prohibit any use of the Deliverable;
- Issue a takedown request to broadcasters, platforms, or third parties;

- Initiate debt recovery proceedings;
- Claim damages for unauthorized use.

Full payment of the invoice constitutes the formal grant of the broadcast/usage license, within the scope defined in the Quote.

| 8. AI Voice, Synthetic Voice, and Voice Cloning

8.1 Prohibition by default

The Client shall not use, reproduce, sample, train, fine-tune, or feed any Deliverable, voice recording, or vocal performance into any artificial intelligence system, machine learning model, voice synthesis tool, voice cloning service, or text-to-speech engine, in whole or in part, without Stepwolf's prior express written consent and the conclusion of a specific AI/voice cloning license agreement.

8.2 Specific licensing

AI voice cloning, synthetic voice generation, and machine learning training rights, if granted, are subject to a separate written agreement defining scope, duration, territory, model ownership, exclusivity, and additional fees. Such rights are never implied by a standard voice-over license.

8.3 Breach

Any unauthorized AI use constitutes a material breach of these Terms and entitles Stepwolf to immediate license revocation, takedown demands, and damages, without prejudice to any other remedies under applicable law.

| 9. Delivery

Delivery dates are agreed at the time of the Order. Unless otherwise specified, Deliverables are sent by email or via a download link, in **WAV format** (48 kHz / 24-bit by default, or as agreed). Other formats (MP3, AIFF, broadcast-ready stems, etc.) are provided on request.

Delivery deadlines are best-effort estimates unless expressly designated as firm in the Quote. Stepwolf shall not be liable for delays caused by Client-side issues (late script approval, late feedback, technical issues during directed sessions, etc.) or by force majeure (Clause 13).

10. Directed and Remote Sessions

For directed sessions (live recording with the Client connected via Source Connect, Zoom, Cleanfeed, ipDTL, or equivalent), the Client is responsible for:

- Ensuring a stable internet connection on its side;
- Providing the final approved script before the session;
- Having decision-making capacity during the session.

If a session is interrupted or rendered unusable due to Client-side technical issues, the session fee remains payable in full and a reschedule may be subject to additional fees.

11. Cancellation

The Client may cancel an Order by written notice. The applicable cancellation regime depends on the type of Order.

11.1 Standard Orders (file delivery, no reserved session)

For standard voice-over and audio production Orders without a specifically reserved time slot, the Client may cancel at any time before delivery. The Client shall pay for all work actually performed up to the date of cancellation (recording time, editing, processing), plus any non-recoverable third-party costs already incurred. If no work has been started, no fee is due.

11.2 Booked sessions

Where a specific time slot has been reserved in Stepwolf's calendar — including directed remote sessions (Source Connect, Zoom, ipDTL, Cleanfeed, etc.), studio bookings, on-site recordings, or scheduled coaching/voice direction sessions — and where the booking was confirmed at least 7 days in advance, the following cancellation fees apply:

Notice given before scheduled session	Cancellation fee
More than 7 days	No fee
Between 7 days and 48 hours	25% of the session fee
Less than 48 hours	50% of the session fee
No-show or cancellation on the day	100% of the session fee

A rescheduling within 30 days, agreed in writing by both parties, may waive the cancellation fee at Stepwolf's discretion.

11.3 Force majeure

No cancellation fee is due where the cancellation results from a force majeure event affecting the Client (see Clause 15).

12. Indemnity Against Third-Party Claims

The Client shall indemnify, defend, and hold Stepwolf harmless against any claim, demand, action, loss, or damages (including reasonable legal fees) arising from:

- Material provided by the Client (scripts, music, images, brand assets, third-party works);
- Use of the Deliverable beyond the licensed scope;
- Breach by the Client of any third-party intellectual property, personality, or privacy rights.

Stepwolf accepts no liability for the content of scripts written or supplied by the Client, nor for any third-party rights clearance the Client should have obtained.

13. Limitation of Liability

To the maximum extent permitted by applicable law:

- Stepwolf's total aggregate liability under or in connection with an Order shall not exceed the total fees actually paid by the Client for that Order;
 - Stepwolf shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profit, loss of revenue, loss of goodwill, loss of data, or business interruption;
 - Nothing in these Terms limits liability for fraud, willful misconduct, gross negligence, or any other liability that cannot be excluded under applicable law.
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14. Sublicensing, Resale, and Transfer

The Client may not resell, sublicense, transfer, or assign the Deliverable or any rights granted under these Terms to any third party, except where expressly agreed in writing.

A production company, advertising agency, or voice-over agency acting on behalf of an end client (the "End Advertiser") may transfer the agreed usage rights to the End Advertiser only for the specific purposes, channels, territory, and duration defined in the Quote. The End Advertiser is bound by the same usage scope and may not further sublicense, resell, or transfer.

For Personal Use Orders (see Clause 6.6), the license is strictly personal and non-transferable; the Client may not assign, transfer, or grant any rights to any third party under any circumstances.

No general transfer, license stacking, or rebroadcast right is implied beyond the original scope.

15. Force Majeure

Stepwolf shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including but not limited to: acts of war, civil unrest, terrorism, natural disasters, pandemics or epidemics, government measures

(lockdowns, sanctions, embargoes), strikes or labor disputes, power outages, internet or telecommunications failures, server outages, cyberattacks, ransomware, or failures of third-party platforms.

In such cases, deadlines are suspended for the duration of the event. If the event lasts more than 30 days, either party may terminate the affected Order, with payment due for work already performed.

| 16. Confidentiality and Right of Reference

16.1 Confidentiality

Each party undertakes to keep confidential any non-public information disclosed by the other party in connection with the Services and not to use it for any purpose other than performing the Order.

16.2 Right of reference

Unless the Client expressly requests confidentiality in writing before the start of the Order, Stepwolf may reference the work performed (project name, end client, audio excerpts) in its portfolio, demos, website, social media, and commercial communications.

If the Client requires confidentiality or NDA terms, this must be communicated in writing before the Order is confirmed and may be subject to a separate Non-Disclosure Agreement.

| 17. Data Protection (GDPR)

Stepwolf processes personal data (name, contact details, billing information) in accordance with Regulation (EU) 2016/679 (GDPR), solely for the purposes of performing the Services, invoicing, and legal compliance.

The legal basis for processing is the performance of the contract (Art. 6(1)(b) GDPR) and compliance with legal obligations (Art. 6(1)(c) GDPR). Data is retained for the legally required period (typically **7 years** under Estonian accounting law) and is not shared with third parties except as strictly necessary (accountant, payment processor, hosting provider).

The Client may exercise their rights of access, rectification, erasure, restriction, portability, and objection by contacting Stepwolf at the email address in Clause 21. Complaints may be lodged with the Estonian Data Protection Inspectorate (Andmekaitse Inspektsioon).

| 18. Governing Law and Jurisdiction

These Terms are governed by the **laws of the Republic of Estonia**, without regard to conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Any dispute arising out of or in connection with these Terms shall be submitted to the **exclusive jurisdiction of the courts of Harju County (Harju Maakohus), Estonia**, without prejudice to mandatory consumer protection rules where applicable.

The parties agree to attempt good-faith negotiation before initiating legal proceedings.

| 19. Modification of Terms

Stepwolf may update these Terms from time to time. The version applicable to a given Order is the version in force at the date the Order is confirmed. Any update will be published on Stepwolf's website and dated accordingly. Material changes will be communicated to active Clients by email.

| 20. Language

These Terms are drafted in English. Translations may be provided for convenience; in case of conflict, the **English version prevails**, except where mandatory law requires otherwise.

| 21. Severability and Miscellaneous

If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force and effect, and the invalid provision shall be replaced by a valid one reflecting as closely as possible the original intent.

No waiver by Stepwolf of any breach shall be deemed a waiver of any subsequent breach.

These Terms, together with the applicable Quote and invoice, constitute the entire agreement between the parties regarding the Services.

| 22. Contact

For any question regarding these Terms or the Services:

Stepwolf OÜ

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