

Fonti Studio General Terms and Conditions

Operator: Fonti Studio, Gent, Belgium ("**Fonti Studio**", "**we**", "**us**"). Full company identification is stated on every quote and invoice, and is provided at contracting and on request via hello@fonti.studio.

Website: fonti.studio · **Contact:** hello@fonti.studio

Version 1.1 (14 July 2026). These Terms replace all earlier versions.

1. DEFINITIONS

1.1 In these Terms, the following words have the following meanings:

"Agreement" means these Terms together with the Order, the SLA, the DPA and any written addendum (including any Catalog Addendum) agreed between the Parties.

"Buyer" means the legal entity ordering the Services. The Services are offered to businesses only; these Terms do not contemplate consumer orders.

"Business Days" means Monday to Friday, with the exception of Belgian public holidays.

"Cast" means the on-screen performers whose voices appear in the Master.

"CCSL" means a Combined Continuity & Spotting List in any standard professional format (PDF, RTF, DOCX, plain text).

"Cloned Voice" means a synthetic voice generated from dialogue of a Cast member in the Master and used solely to render a target-language dub of that same Master.

"Deliverable(s)" means the subtitle and/or dub files produced under an Order and delivered to the Buyer.

"DPA" means the Data Processing Agreement published at fonti.studio/legal, which forms an annex to these Terms.

"Master" means the Buyer's licensed audiovisual file from which the Services produce Deliverables.

"Order" means a request for Services submitted by the Buyer in accordance with Article 3 and accepted by Fonti Studio at Manual Approval.

"Manual Approval" means the producer review described in Article 3.3 by which Fonti Studio accepts or declines an Order.

"Preview" means the free subtitle and/or dub render of the first five (5) minutes of the Master, delivered under Article 3.4.

"Services" means the human-reviewed, AI-assisted subtitle and dub production services described at fonti.studio and in Article 2.

"SLA" means the Service Level Agreement published at fonti.studio/legal, which forms an annex to these Terms and governs delivery times, revisions and support.

"Source SRT" means an original-language subtitle file reflecting the Master's dialogue, in .srt or TTML format.

"Trailer" means the Buyer's licensed promotional cut of the Master.

2. SCOPE OF THE SERVICES

2.1 Fonti Studio delivers broadcast-grade subtitle and/or dub production for feature films, series, trailers and other audiovisual deliverables. Subtitle outputs are produced against the Netflix Timed Text profile and related industry standards (BBC Subtitle Guidelines, EBU-TT-D (Tech 3350), IMSC 1.1, CEA-608/708). Dub outputs are produced as a dialogue stem plus a loudness-mastered mixed master (EBU R128).

2.2 All Deliverables are produced with AI assistance and reviewed by a human engineer before delivery. Article 11 (AI-Specific Provisions) applies to every Order.

2.3 Fonti Studio may decline any Order at its sole discretion, including for missing or unreadable inputs, technical infeasibility, capacity constraints, an unclear rights position, or content Fonti Studio elects not to be associated with. A declined Order is closed without invoice.

3. ORDERING, PREVIEW AND DELIVERY

3.1 **Acceptance of these Terms.** These Terms govern every Order. Acceptance happens at the earliest of: (a) the Buyer's submission of an Order; (b) the Buyer's payment of a Fonti Studio invoice or payment link for any part of the Services; or (c) the Buyer's use of any Deliverable. The version of these Terms in force is the version published at fonti.studio/legal on the date of the Order. Material changes are notified to active Buyers at least thirty (30) days before they take effect.

3.2 **Order flow.** Orders are placed by email to hello@fonti.studio and must include: (a) a download link to the Master; (b) a download link to the Trailer, where available; (c) a download link to either a CCSL or a Source SRT: at least one of the two is mandatory for subtitle work from an existing master; where neither exists, Fonti Studio may accept an audio-only workflow at its discretion and confirm this in writing; (d) the film title; (e) a short description; and (f) the target languages requested. Fonti Studio does not produce CCSLs.

3.3 **Manual Approval.** Every Order is reviewed by a Fonti Studio producer before any production work begins. We aim to confirm or decline within one (1) Business Day of receipt.

3.4 **Preview.** After Manual Approval, Fonti Studio delivers a free Preview in each requested target language, at the same quality bar as final delivery, within the timeframe set out in the SLA. The Preview creates no purchase obligation; if the Buyer declines to purchase, the engagement closes without charge.

3.5 **Purchase and delivery.** After review of the Preview, the Buyer confirms by email the languages it elects to purchase. Fonti Studio issues a payment link or invoice per Article 5, and delivers the full-runtime Deliverables within the timeframes set out in the SLA. No Deliverable is released ahead of payment except the free Preview, unless invoice terms have been agreed in writing (Article 5.4).

3.6 **Forward-looking flows.** Fonti Studio may introduce an account-based ordering flow (in-app uploads, dashboard preview, portal billing). When it goes live, these Terms will be amended per Article 3.1; until then the email flow of this Article 3 is the binding flow.

4. DELIVERABLES, ACCEPTANCE AND DEFECTS

4.1 **Formats.** Subtitle Deliverables ship as SRT, with platform format conversions (TTML, IMSC 1.1, EBU-TT-D, CEA-608/708, PAC) and SDH versions available on request at no extra charge unless agreed otherwise. Where the Buyer works with Forced Narrative (FN) tracks, the FN track is delivered as a separate standalone file. Dub Deliverables ship as a dialogue stem (WAV, 24-bit, sample rate matching the Master) and a mixed master (MP4) per language, mastered to integrated

loudness –23 LUFS (EBU R128), true peak –1 dBTP, LRA between 5 and 15 LU, unless a different target is agreed.

4.2 Honest disclosures. The Buyer acknowledges the following limitations and accepts them as within-spec: (a) dub Deliverables are not Netflix-Originals-spec with respect to the dialogue-stem identity rule (AI-assisted source separation is lossy by definition); (b) dub Deliverables arrive dry, with no per-cue room-tone, mic-distance EQ-match or spatial conform; a final dub-into-mix pass at the Buyer's post house may be required. The Buyer is responsible for confirming that its downstream platform contracts permit AI-assisted deliverables.

4.3 Acceptance. The Buyer has seven (7) days from receipt of the full Deliverables to notify Fonti Studio in writing of any material defect, being a breach of (a) the format specification of Article 4.1, (b) the quality bar of Article 2.1, or (c) any specific written commitment in the engagement. Silence beyond seven (7) days constitutes acceptance.

4.4 Defect remedy and revisions. A confirmed material defect is corrected by a re-render at Fonti Studio's cost within the timeframe set out in the SLA. The re-render is the Buyer's sole and exclusive remedy for material defects. Editorial and preferential revisions are handled per the SLA.

4.5 No platform acceptance warranty. Fonti Studio does not warrant that Deliverables will be accepted by any specific distribution platform, broadcaster, festival or regulatory body. Platform contracts and submission specifications are the Buyer's responsibility; we will, on request, discuss target-platform compatibility before Manual Approval.

5. FEES AND PAYMENT

5.1 Rates. Unless otherwise agreed in writing, the fees are the rates published at fonti.studio on the date of the Order. All amounts are exclusive of VAT, applied per the Buyer's billing jurisdiction under EU VAT rules. All invoices are issued and payable in EUR. Fonti Studio may change published rates at any time; changes do not affect Orders already accepted.

5.2 Payment. For standard Orders, payment is made through the payment link issued after Preview acceptance; Deliverables are released on confirmation of payment. Where invoicing has been agreed, all invoices are payable within fifteen (15) days following the invoice date, unless otherwise agreed in writing.

5.3 Invoice disputes. Invoices can only be validly disputed by email to hello@fonti.studio within seven (7) calendar days following the invoice date, stating the invoice date, invoice number and the detailed reason.

5.4 Volume / Catalog terms. Buyers contracting for eight (8) or more titles per calendar year are eligible for volume pricing agreed in a separate written addendum, with invoice billing and payment terms of net-15 to net-45 by negotiation. In the event of conflict, the addendum prevails over these Terms as regards pricing and payment.

5.5 Late payment. For invoices that have not been paid in full by the due date, Fonti Studio will send a reminder. If payment is still outstanding fourteen (14) calendar days after this reminder, the outstanding amount is increased, automatically and without further notice of default, by late-payment interest at the rate provided in the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, and by fixed compensation of 10% of the outstanding invoice amounts with a minimum of EUR 50 per invoice. Failure to pay one invoice on the due date makes all outstanding invoices immediately due and payable. This compensation and interest apply reciprocally if Fonti Studio does not meet its own payment obligations.

5.6 No refund after purchase. The free Preview is the Buyer's opportunity to evaluate the quality of the Services before committing. Once the Buyer has paid for a language, no refund is available absent a breach of Article 7 (Fonti Studio Commitments) or a material defect under Article 4.

5.7 Suspension. Fonti Studio may suspend work on any current Order of the Buyer if any undisputed invoice remains unpaid one (1) month after its due date.

6. BUYER WARRANTIES AND INDEMNITY

6.1 Rights in the Master and Trailer. The Buyer warrants that it holds, or is duly licensed by the rightsholder to exercise, every right necessary to (a) reproduce the Master and Trailer for the purpose of the Services, (b) authorise foreign-language adaptation (subtitle and dub) of the Master and Trailer in each requested language, and (c) distribute the Deliverables in the territories the Buyer intends to release them in.

6.2 Cast voice-cloning consent. For every Cloned Voice produced under an Order, the Buyer warrants that it has obtained or holds written consent from each Cast member (or from the union, estate or rightsholder authorised to grant such consent on the Cast member's behalf) sufficient to (a) clone the Cast member's voice from the Master and (b) distribute that Cloned Voice in the relevant target languages and territories. In particular, the Buyer warrants compliance with, as applicable: (i) the SAG-AFTRA agreements in force, including consent requirements for foreign-language dubbing using a digital replica; (ii) the FIA guidance on digital replicas; (iii) Article 50 of Regulation (EU) 2024/1689 (the EU AI Act) to the extent it applies to the Buyer's downstream distribution; (iv) national collective-bargaining clauses governing voice cloning applicable to the Buyer's title; (v) where the Buyer distributes into the United States, applicable federal and state digital-replica and right-of-publicity law (including the NO FAKES Act if and when enacted); and (vi) where the Buyer distributes into the People's Republic of China, the applicable synthetic-media labelling and watermarking regulations.

6.3 Funding and platform compatibility. The Buyer warrants that no production funding source applicable to the Master prohibits AI-assisted localisation, or that the Buyer accepts the consequences of such prohibition in its own arrangements. The Buyer warrants that it has reviewed the Deliverable specifications and confirmed compatibility with its downstream platform contracts.

6.4 Lawful materials. The Buyer warrants that the materials it supplies are not knowingly unlawful, defamatory or in breach of any third-party rights.

6.5 Indemnity. The Buyer shall indemnify and hold harmless Fonti Studio against any third-party claim arising from a breach of Articles 6.1 to 6.4, including rightsholder claims, Cast or estate claims, platform claims, regulatory penalties for distribution-side disclosure failures, and consumer claims in any territory, provided that (i) Fonti Studio notifies the Buyer promptly of the claim, (ii) Fonti Studio provides reasonable assistance at the Buyer's expense, and (iii) the Buyer has control of the defence and settlement, although the Buyer shall not settle without Fonti Studio's consent unless the settlement unconditionally releases Fonti Studio from all liability.

7. FONTI STUDIO COMMITMENTS

7.1 Original Cast cloning only. Fonti Studio clones original Cast voices from the Buyer's Master only. We do not clone the voices of local dub actors, voice artists, or any third party not part of the Cast on the Master. This commitment is binding and non-negotiable.

7.2 No model training on Buyer content. Fonti Studio does not train, fine-tune or otherwise improve its own machine-learning models on the Master, Trailer, CCSL, Source SRT or

Deliverables, and contracts with its AI providers on terms under which Buyer content submitted through their APIs is not used to train those providers' models.

7.3 Storage, retention and purging. Buyer content is encrypted at rest, accessible only via signed URLs, and stored on EU-located infrastructure. Fonti Studio purges Buyer content (a) on the Buyer's written request, (b) twelve (12) months after the last Deliverable is supplied if no request is made, or (c) on termination under Article 12, whichever comes first, except for Deliverables and records Fonti Studio must retain by law.

7.4 Professional standard. Fonti Studio performs the Services in a professional manner with the care that may be expected from a diligent professional. Unless expressly agreed otherwise or the nature of an obligation implies a result, all obligations of Fonti Studio are best-efforts obligations (middelenverbintenissen).

7.5 Service levels. Delivery timeframes, revision handling and support are set out in the SLA. Where Fonti Studio misses a delivery service level for reasons solely attributable to Fonti Studio, the remedy set out in the SLA is the Buyer's sole and exclusive remedy.

8. INTELLECTUAL PROPERTY

8.1 Buyer's IP. The Buyer retains all intellectual property rights in the Master, Trailer, CCSL, Source SRT and all underlying audiovisual content supplied to Fonti Studio.

8.2 Fonti Studio's IP. Fonti Studio retains all intellectual property rights in its pipeline, software, models, prompts, glossary tooling, scripts, internal documentation and any tool or improvement developed in the course of providing the Services, whether or not developed in connection with a specific Order. Nothing in the Agreement transfers any right in the pipeline or tooling to the Buyer.

8.3 Deliverable IP. On confirmation of full payment for a given language Deliverable, all intellectual property rights in that Deliverable (the language-specific subtitle files, dialogue stem and mixed master) transfer to the Buyer. Until payment, Deliverable IP remains with Fonti Studio.

8.4 Limited internal QA licence. The Buyer grants Fonti Studio a limited, non-commercial, internal licence to retain anonymised quality-benchmark artifacts derived from an Order (excluding reusable voice models, which are deleted per Article 7.3) for the sole purpose of internal quality assurance. No external disclosure, no licensing to third parties, no use in another Buyer's delivery, no model training.

8.5 Third-party and open-source components. To the extent Fonti Studio uses third-party or open-source software, such components remain subject to their own licence terms; the Buyer obtains no greater rights in them than those licences allow.

9. CONFIDENTIALITY

9.1 Each Party shall treat as confidential all non-public information disclosed by the other Party in the course of the engagement. Pre-release film content is automatically Confidential Information.

9.2 Confidential Information may only be used to perform under the Agreement, for internal record-keeping, or where disclosure is compelled by law (with prior notice to the other Party where lawful). No marketing, case-study use or public reference to the Buyer's title or brand is made without separate written consent.

9.3 Fonti Studio will execute a Buyer's standard NDA on request prior to the Buyer transmitting pre-release content.

9.4 Confidentiality obligations survive termination for seven (7) years.

10. DATA PROTECTION

10.1 For personal data processed by Fonti Studio in the course of the Services (including Cast voice recordings in the Master and Buyer contact data), the Buyer acts as controller and Fonti Studio as processor within the meaning of the GDPR. The Parties' rights and obligations are set out in the DPA, which forms an integral annex to these Terms and includes the authorised sub-processor list, international-transfer safeguards and breach-notification commitments.

10.2 The Buyer warrants that it is entitled to have the personal data contained in its materials processed by Fonti Studio for the purposes of the Services and that such processing has a lawful basis.

11. AI-SPECIFIC PROVISIONS

11.1 **AI use.** Fonti Studio uses AI systems (including large language models for translation and review and voice-cloning/text-to-speech systems for dubbing) as a core part of the Services, always combined with human review. The Buyer accepts that all Deliverables are AI-assisted output.

11.2 **Provider-side transparency (EU AI Act Article 50).** On request, subtitle Deliverables include an AI-assisted identifier in the file header, and dub Deliverables include an imperceptible audio watermark identifying the content as AI-generated, in line with Article 50 of Regulation (EU) 2024/1689 as applicable to Fonti Studio as deployer of the generating systems.

11.3 **Buyer-side transparency.** The Buyer is responsible for any downstream disclosure obligations triggered by its distribution of the Deliverables, including end-viewer disclosure that audiovisual content includes AI-generated audio, where required by the EU AI Act or equivalent national law.

11.4 **Territory-specific marking.** For Deliverables intended for distribution in jurisdictions with mandatory synthetic-media marking (including the PRC), Fonti Studio applies the required watermark at no additional charge on written request at the time of Order.

11.5 **Regulatory change.** If a change in law or regulator guidance makes all or part of the Services unlawful or materially more onerous, the Parties will first negotiate an adjustment in good faith; failing agreement within thirty (30) days, either Party may terminate the affected Order(s) without further liability, and Fonti Studio refunds any prepaid fees for undelivered work.

12. TERM, TERMINATION AND FORCE MAJEURE

12.1 **Termination for breach.** Either Party may terminate an Order for material breach with written notice if the breach is not cured within fifteen (15) days of notice. On termination, Fonti Studio invoices for Deliverables already delivered or accepted and purges Buyer content per Article 7.3.

12.2 **Withdrawal by Buyer.** The Buyer may withdraw an Order at any time before payment without charge. After payment, the Order is non-cancellable except under Article 12.1.

12.3 **Insolvency.** Either Party may terminate immediately if the other Party files for bankruptcy or insolvency proceedings, becomes insolvent, enters into a general settlement with creditors, or has a substantial part of its assets seized.

12.4 **Force majeure.** Neither Party is liable for failure or delay caused by events beyond its reasonable control, including natural disaster, war, civil unrest, government or regulatory action, internet or power outage, and third-party provider outage (including AI-model, payment and

hosting providers). A force-majeure event persisting more than fourteen (14) days entitles either Party to terminate the affected Order without further liability.

13. LIABILITY

13.1 Fonti Studio is only liable for direct damage. Subject to Article 13.3, Fonti Studio's aggregate liability under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is capped at the fees (excluding VAT) paid by the Buyer to Fonti Studio in the twelve (12) months preceding the event giving rise to the claim.

13.2 Neither Party is liable for indirect or consequential damage, including lost profits, lost revenue, lost goodwill, lost data, loss of a distribution window, or loss of opportunities or contracts, even if advised of the possibility.

13.3 Nothing in the Agreement limits liability (i) for fraud or intentional misconduct, (ii) for gross negligence to the extent it cannot be limited under applicable law, (iii) for death or personal injury caused by negligence, or (iv) for any other liability that cannot be excluded or limited under Belgian law.

13.4 To the maximum extent permitted by Belgian law, claims arising out of or in connection with the Agreement shall be brought only as contractual claims between the Parties, and each Party waives non-contractual claims against the other Party's auxiliaries (directors, employees, subcontractors), except in cases of intentional misconduct.

13.5 Nothing in the Agreement excludes either Party's general duty to mitigate damage.

14. GENERAL

14.1 **Entire agreement.** The Agreement contains the full rendition of the Parties' rights and obligations and supersedes all prior proposals and discussions on the subject matter. The Buyer's own purchase or invoice conditions do not apply, even if referenced in an Order.

14.2 **Hierarchy.** In the event of conflict: (i) a signed addendum or order-specific written agreement, (ii) the DPA, (iii) the SLA, (iv) these Terms.

14.3 **Assignment.** Neither Party may assign the Agreement without the other's prior written consent, except to an affiliate or a legal successor in a merger, acquisition or sale of substantially all assets, on notice to the other Party.

14.4 **Subcontracting.** Fonti Studio may use subcontractors to perform its obligations; subcontracting does not reduce Fonti Studio's liability under the Agreement.

14.5 **Notices.** Notices to Fonti Studio go to hello@fonti.studio; notices to the Buyer go to the email address on the most recent Order correspondence or invoice. Formal notices (default, termination) are additionally sent by registered letter or a traceable delivery service.

14.6 **Severability.** If any provision is held invalid, the remaining provisions remain in force; the Parties will replace the invalid provision with a valid one having the closest economic effect.

14.7 **No waiver.** Failure to enforce a provision is not a waiver of the right to enforce it later.

14.8 **Independent parties.** The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship.

14.9 **Survival.** Provisions that by their nature should survive termination (including Articles 6.5, 8, 9, 10, 13 and 15) survive.

14.10 **Language.** These Terms are issued in English. Translations may be made available; the English version is authoritative.

15. GOVERNING LAW AND DISPUTES

15.1 The Agreement and any dispute arising out of or in connection with it are governed by Belgian law, excluding its conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

15.2 The Parties will first attempt to resolve any dispute by good-faith discussion between senior representatives within thirty (30) days, and thereafter through mediation under the CEPANI mediation rules (Brussels) before litigation.

15.3 If mediation does not resolve the dispute within sixty (60) days of its commencement, the courts of Ghent, Belgium have exclusive jurisdiction.

Fonti Studio · Gent, Belgium · hello@fonti.studio