

TERMS OF USE

Effective Date: April 25, 2024.

*This user agreement explains how we, FOP Koval Ludmila (Auralune mobile app and <https://auralune.net/> website owner of 61085, Ukraine, Kharkiv town, Pozdovzhnya vul., bld. 1A, office 19) or any of our affiliated entities (“**FOP Koval Ludmila**”, “**Auralune**”, “**we**”, “**us**”, “**our**”) how we interact with our users, clients, and visitors to our website (“**you**”, “**your**”) when you use our website, app or other services.*

Introduction and Acceptance

Please read these Terms (as hereinafter defined) carefully. By using the Auralune mobile application (the “**App**”) or the website located at <https://auralune.net/> (the “**Website**”) (App and Website individually referred to individually as a “**Auralune Service**” or collectively as the “**Auralune Services**”) or otherwise indicating your acceptance (e.g. by clicking tick-box or bottom “agree”), you agree to the following terms, which will bind you at all times and in whatever manner you use the Auralune Services. In these Terms, anyone who uses the Auralune Services is considered a “**User**”. If you do not agree, or you do not have the authority to accept these Terms, you must not use the Auralune Services.

FOP Koval Ludmila (Ukrainian official registered name is: “**ФОП Коваль Людмила**”) and any of our affiliated entities (referred here to as “**Auralune**”, “**we**”, “**us**” and “**our**”) permit you to use the Auralune Services as described in these Terms.

You should note the following rules which apply to these terms and conditions:

- the headings do not affect the interpretation of any provisions;
- where we use the singular of a word, this also includes the plural (or vice versa); and
- if we use terms such as “including”, “include”, “in particular”, “for example” or any similar expression, we do this for illustrative purposes only and this does not limit the scope or meaning of the overall provision (i.e. where we use such words, we are providing examples only and the examples are not exhaustive).

NOTICE REGARDING DISPUTE RESOLUTION FOR THE U.S. USERS: THIS NOTICE IS APPLICABLE TO U.S. USERS ONLY (A) A U.S. CITIZEN; (B) A PERSON THAT RESIDES IN THE U.S.; (C) A PERSON THAT IS ACCESSING THE AURALUNE SERVICES FROM THE U.S. (**U.S. USER**), THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING AN OBLIGATION TO ARBITRATE DISPUTES, WHICH WILL, SUBJECT TO LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING ARBITRATION, UNLESS YOU OPT-OUT. UNLESS YOU OPT-OUT OF ARBITRATION: (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (B) YOU WILL ONLY BE PERMITTED TO

SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1. **Application of Terms**

These Terms, together with any other documents which we tell you are part of them (collectively these “**Terms**”), set out the terms on which Auralune Services are provided to Users.

Our Privacy Policy should also be read alongside these Terms. Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data, and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy which you can find here: <https://auralune.net/privacy>.

2. **Changes to these Terms**

We may make changes to these Terms at any time, including, for example only, in order to: (a) comply with any changes to the law or regulations that apply; (b) to reflect any technical changes, such as to respond to security breaches; or (c) deal with changes to Users’ needs and changes to our business. You should check these Terms each time you access the Auralune Services to ensure you understand the terms that apply at that time.

Provided you have registered an account with us, we will try to notify you of any changes to these Terms (e.g., by email or a pop-up notice when you next access your account).

In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of Auralune Services generally, unique of Auralune Services, or both (“**Additional Terms**”). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

If you do not agree to any changes to these Terms that we may make, do not use the Auralune Services. In addition, you may close your account by contacting us hello@auralune.net.

We may update and change our Website and our App from time to time, to reflect changes to needs of our Users and business. We will try to give you notice of any major changes.

3. **Creating an Account**

Certain features or functionalities, that we may establish and maintain from time to time and in our sole discretion, may require you to register an account with us (“**Account**”). You can create an account in the Auralune Services by following the on-screen instructions. As part of this process, you will need to provide certain information about you in order to create your account. Please see our Privacy Policy for how we use this information.

All information provided by you when creating an account must be accurate and complete. If your account information changes at any time, you must update it as soon as possible.

You are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent.

You must treat all account information as confidential, and you must not share it with anyone else. Only you can use your account and you are responsible for keeping your password secret. If you know or suspect that anyone other than you knows your password, you must promptly notify us, please email us at hello@auralune.net.

We have the right to disable any User identification code or password (which includes access to your account), whether chosen by you or allocated by us, at any time, in our sole discretion and with immediate effect, including (but not limited to) if in our reasonable opinion you have failed to comply with any of these Terms. We will notify you in the Auralune Services if this occurs.

You may register your Account using a valid account on the app store or marketplace from which you downloaded Auralune (e.g. Apple App Store, Google Play, etc.) (each such account, a “Third-Party Account”). By using a Third-Party Account to register your account, you are allowing Auralune to access your Third-Party Account as permitted under the applicable terms and conditions that govern your and/our use of such Third-Party Account.

Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers.

4. Accessing Auralune Services

General age limitation. You are not permitted to access or use the Auralune Services unless you are at least **13 years old**. By using our Auralune Service, you confirm that you are at least **13 years old**. Minors may only use the service with the involvement, supervision, and approval of a parent or legal guardian. If you are a parent or guardian and believe we have collected information from your child who is under the age of 13, please contact us at privacy@auralune.net.

Any registration by, use of or access to the Game by anyone under 13, or by anyone who is under 18 acting without parental or guardian consent, is unauthorized, unlicensed and in violation of these Terms.

IF YOU ARE AT LEAST 13 YEARS OLD BUT UNDER 18 YEARS OF AGE, YOU AGREE THAT YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND AGREED TO THESE TERMS, AND YOU CAN FORM A BINDING CONTRACT WITH AURALUNE.

Age limitation for EEA/UK individuals. Age limitation for EEA/UK individuals. You must be at least 16 years old in order to use Auralune Services. We do not allow use of Auralune by EEA individuals younger than 16 years old. If you are aware of anyone younger than 16 using Auralune, please contact us by e-mail: privacy@auralune.net, and we will take the required steps to delete the information provided by such persons.

5. Auralune Content

Auralune Services and associated content (and any derivative works or enhancements of the same) including, but not limited to, all artwork, text, illustrations, files, images, software, scripts, graphics, photos, logos, slogans, audio, sounds, music, videos, information, content, materials, products, services, URLs, technology, filters, tools, documentation, and interactive features included with or available through Auralune Services (collectively, the “Auralune Content”) and all intellectual property rights to the same are owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names, and trade dress that may appear in Auralune Services are owned by us, our licensors, or identified third parties.

We provide Auralune Services for educational, entertainment, and/or promotional purposes only. You may not rely on any information and opinions expressed through any of Auralune Services for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of any Auralune Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Auralune Content.

You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use Auralune Service and the Auralune Content for your own personal use (**“User License”**); however, such User License is subject to these Terms and does not include any right to: (i) sell, resell or commercially use Auralune Services or the Auralune Content; (ii) copy, reproduce, distribute, publicly perform or publicly display the Auralune Content, except as expressly permitted by us or our licensors; (iii) modify the Auralune Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of Auralune or the Auralune Content, except as in these Terms and the Additional Terms; (iv) use any data mining, mining, robots or similar data gathering or extraction methods; or (v) use Auralune or the Auralune Content other than as expressly provided Any use of Auralune or the Auralune Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the User License granted under these Terms. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Auralune Content.

Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title, or interest in our Services or any Auralune Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

You must not use any of the Auralune Content for commercial purposes unless you tell us first that you want to do this and we (or in the case of user content, the applicable User) agree to give you a separate license to do so to cover this use.

Auralune Services may link or contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are

not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third party or their website.

6. In-app purchases and subscriptions

Free Use. You may use some functionalities and features of Auralune Services free of charge. You may, but are not required to, provide us with your name and email address in connection with such use. Notably, Auralune Services will be limited for free use, and you will not have access to all of the functionalities and features available to paid users.

Paid Services. We also offer subscription plans and in-app purchases that provide access to enhanced services and additional features for a fee (“**Purchased Content**”). Certain content, products or services included in subscription may change from time to time, as we introduce new features, develop our existing offering and sometimes retire features that aren't working out as planned.

By accessing Auralune Services you agree that your purchases are not contingent on the provision of any future functionality or features, or dependent on any oral or written public statements, and comments made by Auralune regarding such functionality or features.

Payment Method. You may purchase a Purchased Content within the App or where allowed within the Website through a third party, such as Apple App Store, Google Play or other payment processor (“**Payment Processor**”). If you purchase the Purchased Content from a third party, separate terms and conditions with such third party in addition to these terms may apply to your access to Auralune. Payment for Purchased Content will be charged to a credit/debit card or another payment method (**the “Payment Method”**) after you choose one of our Purchased Content and confirm your purchase.

- You agree to promptly notify Auralune of any changes to the Payment Method you provided while any subscriptions remain outstanding.
- You are responsible for all applicable fees and charges incurred, including applicable taxes.
- If payment is not received by us from the Payment Method you provided, you agree to pay all amounts due upon demand by us.
- Objections to a payment already made or cancellation requests should be directed to email hello@auralune.net.

Renewals. Your payment to the third party through which you purchased Purchased Content, if any subscription period is applicable, will automatically renew and continue until terminated. You must cancel your subscription before it renews to avoid paying the subscription fees for the next billing period.

Refunds. Generally, all purchases are final and non-refundable, unless required by law.

Apple App Store or Google Play Refunds. We are unable to view, access, or modify any financial transactions from Apple (as defined below) or Google LLC in-app subscriptions for

security and privacy reasons. Instead, we would ask that you reach out to the appropriate support team of Apple or Google LLC in relation to your subscription to request any refunds.

- Your purchase will be subject to Apple App Store or Google Play applicable payment policy, which may or may not allow for refunds. Please contact the third party (Apple App Store or Google Play support) regarding any refunds or to manage your Purchased Content.
- If made via a Google in-app subscription or purchase learn more about refunds from Google Play [here](#).
- You can request a refund for an Apple in-app subscription or purchase by following the guidance [here](#).

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND SUBJECT TO MANDATORY LEGISLATION, YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR THE PURCHASED CONTENT FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR THE UNUSED PURCHASED CONTENT, WHETHER YOUR LOSS WAS VOLUNTARY OR INVOLUNTARY.

Website Refunds. If you are a resident of the European Union and where you purchase from the Website you agree to waive your cancellation and refund right once the Purchase Content is downloaded or the relevant purchase is made. If you are not a resident of the European Union and where you purchase from a Website, if your local laws do not regulate mandatory laws otherwise, you have no right to cancel purchases you made once the Purchase Content is downloaded or the relevant purchase is made. This means that you will not be able to cancel your order or obtain a refund once the download and delivery of the app is complete. This will also apply to subscriptions and in-app purchases.

Cancellation of Services. You can cancel your Purchased Content by signing in to your account and following the in-app instructions for canceling your subscription. Please note that if you purchase a Purchased Content through the Apple App Store or Google Play, you may cancel your Purchased Content in accordance with the policies set forth by Apple and Google. Upon canceling of subscription you will not receive a refund for the fees you already paid for your Purchased Content and you will continue to receive Auralune Services ordered until the end of your current subscription period.

Changes in Pricing. We reserve the right to change our subscription plans or adjust pricing that will be applicable to your future purchases for Auralune Services or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms, any price changes or changes to your subscription plan will take effect following notice to you.

Promotion and Discount Codes. You may have access to a free trial period in accordance with certain promotional offers. Any promotion code or offer provided by us may not be used in conjunction with any other promotion code or offer, past or present. Introductory offers are only available to new users of Auralune Services, except where expressly stated

otherwise. Previous users or trial users of the Auralune Services do not qualify as new users. Unless otherwise set forth in the terms of any promotion, all pricing promotions or discounts will apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription purchased.

7. Feedback

We welcome any feedback from you about the content, the Auralune Services or otherwise, including how they can be improved. All feedback you provide is considered to be User Content and as such, you agree to grant us a license to use your feedback as set out below (**“Feedback”**). Your Feedback is non-confidential and will become our sole property once submitted to us. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to your Feedback and will be entitled to the unrestricted use and dissemination of your Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You also have the right to amend and supplement your Feedback to us, which we will take into account to provide accurate information to other users about Auralune’s user experience. If we decide to make your Feedback public, we will not use any of your personal data, unless you explicitly consent to it.

8. Indemnification

You agree to indemnify and hold harmless Auralune and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys’ fees and costs) arising out of, related to, or that may arise in connection with: (i) your use of Auralune Services; (ii) User Content or Feedback provided by you or through use of Auralune Services; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; (v) your acts or omissions or (vi) your conduct in connection with Auralune. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder. You also agree that the Company Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us or the other Company Parties.

9. Disclaimer of Warranties

We do not control, endorse or take responsibility for any User Content (and its loss) or third-party content available on or linked to Auralune. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

You expressly agree that use of Auralune Services is at your sole risk. Our services and Auralune Content (including software) are provided on an “as is” and “as available” basis without warranty of any kind, either express or implied. without limiting the foregoing and to the fullest extent permitted by law, Auralune and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related

companies disclaim any and all warranties including any: (i) warranties that our services will meet your requirements; (ii) warranties concerning the availability, accuracy, security, usefulness, timeliness, or informational content of our services or Auralune Content; (iii) warranties of title, non-infringement, merchantability, or fitness for a particular purpose; (iv) warranties for services or goods received through or advertised or accessed through our services; (v) warranties concerning the accuracy or reliability of the results that may be obtained from the use of our services; (vi) warranties that your use of our services will be secure or uninterrupted; and (vii) warranties that errors in our services or Auralune Content (including software) will be corrected.

10. Limitation on Liability

Under no circumstances shall Auralune or its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, or their related companies be liable for indirect, incidental, special, consequential, or exemplary damages (even if we have been advised of the possibility of such damages), arising out of, relating to, or in any way connected with our services or these terms of use. your sole remedy for dissatisfaction with our services including, without limitation, Auralune Content is to stop using our services. such limitation shall also apply with respect to damages incurred by reason of goods received through or advertised in connection with our services or any links placed in our services, as well as by reason of any information or advice received through or advertised in connection with our services or any links placed in our services. such limitation shall also apply with respect to damages incurred by reason of any content posted by a third party or conduct of a third party using our services.

Notwithstanding anything to the contrary contained herein, in no event shall the cumulative liability of Auralune and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies exceed the lesser of the total payments received from you by Auralune during the preceding twelve (12) month period or \$100. Furthermore, you agree that any cause of action arising out of, relating to, or in any way connected with any of Auralune Services or these terms of use must commence within one (1) year after the cause of action accrues; otherwise, such cause of action shall be permanently barred.

In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

11. Release

If you are a California resident you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favour at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

12. Right to terminate

If you do not comply with our Terms or if we are investigating any suspected non-compliance or misconduct by you, we may take such action that we think is appropriate or necessary, including suspending or ending your access to the whole or any parts of the Auralune Services with immediate effect and permanently. If your non-compliance is curable, we will give you a reasonable opportunity to do so. You may contact us about your suspension or ending your access to Lóona Services at hello@auralune.net.

We retain the right to investigate any non-compliance with these Terms and any misconduct, we shall be entitled to take any action that we deem appropriate or necessary during or in response to such investigation.

You may stop using the Lóona Services at any time. You may close your account and terminate the use of Lóona Services at any time by following the on-screen instructions or by contacting us at hello@auralune.net.

We may stop providing the Auralune Services (or parts of it) to you or add or create new limits to our Auralune Services (or parts of it) at any time.

If we suspend or terminate your rights to use the Lóona Services:

- you must stop all activities authorised by these Terms, including your use of the Lóona Services (and any Content);
- you must delete or remove the Lóona Services from all mobile devices in your possession and immediately destroy all copies of the Lóona Services which you have and confirm to us that you have done this; and
- we shall be entitled to remotely remove access to the Lóona Services from your devices and cease providing you with access to the Lóona Services.

13. COPYRIGHT NOTICE

Auralune respects the intellectual property rights of others and requests that users of Auralune Services do the same. If you believe that your work is being used in connection with the Services in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing: (a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf; (b) identification of the copyrighted work that you claim has been infringed; (c) identification of the material that is claimed to be infringing and information reasonably sufficient to permit Auralune to locate the material (for example, by providing a URL to the material); (d) your name, address, telephone number, and email address; (e) 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 (f) a statement that the information in your notification is accurate and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

You may send a notification of claimed infringement at email hello@auralune.net.

In appropriate circumstances, we will terminate the accounts of Users who are repeat copyright infringers.

14. Dispute Resolution & Mandatory Arbitration

We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information, and the proposed resolution. You agree to contact us with disputes by contacting us at the address provided in these Terms of Use. We will contact you based on the contact information you have provided us.

If after 30 days the parties are unable to resolve any dispute raised under the previous provision, the dispute may be submitted to arbitration consistent with this Section. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration.

BINDING ARBITRATION AGREEMENT AND CLASS WAIVER DISCLOSURE (APPLICABLE TO U.S. USERS ONLY)

Agreement to Arbitration; Class Waiver. If you are U.S. User you and we agree, except as provided below regarding small claims court proceedings, any dispute, claim, or controversy arising out of or relating in any way to, the Auralune Service, and the Content, including, but not limited to, our [Privacy Policy](#) and/or our privacy practices generally, these Terms, and this Arbitration Agreement, shall be determined by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. **YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE TERMS, AND THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This arbitration provision shall survive termination of these Terms.

Pre-Filing Mediation. In the event of a dispute, prior to initiating arbitration, the party asserting the claim must first send to the other, by overnight courier, a written Notice of Claim (“Notice”). If you are the claimant, the Notice to Us must be addressed to: Auralune Inc, 8 The Green, Ste B, Dover, DE, 19901, USA with a copy by email to hello@auralune.net. If we are the claimant, the Notice must be sent to the address we have on file for you in your Account. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. Following receipt of the Notice, each party agrees to negotiate with the other in good faith about the claim. If the claim is not resolved to the satisfaction of the claimant within sixty (60) days after Notice is provided, the claimant may pursue the claim in arbitration or file a claim in small claims court, as appropriate

Additional Arbitration Provisions

Settlement Offers: During the arbitration, the amount of any settlement offer made by you or Us shall not be disclosed to the arbitrator.

Initiating A Claim: The form required to initiate an arbitration can be printed or downloaded from www.adr.org. Alternatively, you may contact the arbitration administrator by calling 1-800-778-7879 or writing to the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271.

Fees for Initiating Arbitration: If you are required to pay a filing fee to initiate arbitration, after we receive notice of the initiation of arbitration, We will promptly reimburse you for your payment of the filing fee at the address provided in the Notice, unless your claim is for greater than US\$10,000.

Applicable Rules; Administrator: The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively, "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or writing to the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271. The arbitrator is bound by the terms of these Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Arbitration Agreement.

Location of Hearing: Unless you and We agree otherwise, any arbitration hearings will take place in New York, New York. If your claim is for US\$10,000 or less, we agree you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a written decision sufficient to explain the essential findings and conclusions on which the award is based.

Class Waiver: YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and We agree otherwise, the arbitrator may not consolidate the claims of more than one party, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable as applied to any claim asserted by any individual, then the entirety of the arbitration provision set forth herein shall be null and void.

Injunctive Relief Limitation: The arbitrator may award declaratory or injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide the relief warranted by that party's individual claim.

Small Claims Procedure Alternative: Notwithstanding the foregoing binding arbitration procedure, either party may bring an individual action in small claims court (provided the

claim otherwise qualifies for such a program) as an alternative to proceeding with arbitration.

Opt-Out Provision. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE, OR ATTEMPT TO USE, THE AURALUNE SERVICES BY WRITING TO hello@auralune.net OR TO THE ARBITRATION NOTICE ADDRESS. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE OPTING OUT AND CONTAINING ENOUGH DETAILS ABOUT YOU FOR US TO BE ABLE TO IDENTIFY YOU WITHIN THIRTY (30) DAYS. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT THE BINDING ARBITRATION AGREEMENT AND THE CLASS ACTION WAIVER, AS WELL AS WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS ARE MATERIAL TERMS OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN THE DECISION BY US TO PROVIDE THE AURALUNE SERVICE.

No Trial by Jury. TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

15. Miscellaneous

Assignment. We can assign, transfer, or subcontract any or all of our rights and obligations under these Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights as set out in these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing in advance.

Third Party Rights. These Terms are between you and us and are not intended to give third parties any rights to enforce all or any part of these Terms.

Severability Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

International Use. You represent and warrant that you are in compliance with all laws, restrictions and regulations administered by the Office of Foreign Assets Control (“OFAC”) or any other foreign governmental entity imposing economic sanctions and trade embargoes (“Economic Sanctions Laws”) against designated countries (“Embargoed Countries”), entities and persons (collectively, “Embargoed Targets”). You represent and warrant that you are not an Embargoed Target or otherwise subject to any Economic Sanctions Law. You agree to comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, you agree not to (a) directly or indirectly export, re-export, transship or otherwise deliver any products, services, technology, or information of any portion thereof to an Embargoed Target or (b) broker or otherwise facilitate any transaction in violation of any Economic Sanctions Laws.

Applicable Law and Jurisdiction.

For members residing in the United Kingdom (UK), European Union (EU) or European Economic Area (EEA) or elsewhere where our arbitration agreement is prohibited by law, the laws of England, excluding conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Auralune Services. For the avoidance of doubt, the choice of English governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

Except for members residing in the UK, EU or EEA who may bring claims in their country of residence in accordance with applicable law and except for claims that may be properly brought in a small claims court of competent jurisdiction, all claims arising out of or relating to this Agreement, to the Auralune Services, or to your relationship with Auralune that for whatever reason are not submitted to arbitration will be litigated exclusively in the courts of England.

If you are U.S. User, this Agreement, and all claims and causes of action in connection with, arising under or relating to the subject matter of these terms and conditions, in the broadest possible way, including tort claims (the “Claims”), shall be governed by, and construed in accordance with the laws of the State of Delaware without regard to its choice of law principles. To the extent applicable, the parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. The choice of law designated herein shall apply to all factual and legal issues relating to or arising under the contract and shall survive termination of this Agreement.

If you are a U.S. User, further you and the Company agree to the jurisdiction of Delaware to resolve any Claims that relate to or arise in connection with these Terms and that are not subject to mandatory arbitration under Section 14.

No Waiver. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your non-compliance with any of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Contact Us. If you have any questions or concerns regarding these Terms, you may contact us by email at hello@auralune.net.