

## VOICESHARE® MOBILE APP (iOS)

### END USER LICENSE AGREEMENT

(Last Modified: January 25, 2016)

IMPORTANT – READ CAREFULLY. THIS END USER LICENSE AGREEMENT SETS FORTH THE LEGAL AGREEMENT BETWEEN YOU AND US RELATING TO THE VOICESHARE APP. IN PARTICULAR, THIS AGREEMENT REQUIRES THAT ANY DISPUTE BETWEEN YOU AND US MUST BE RESOLVED BY BINDING ARBITRATION.

BY CLICKING TO “ACCEPT” OR “AGREE” TO THIS AGREEMENT WHEN THIS OPTION IS MADE AVAILABLE TO YOU OR BY DOWNLOADING THE VOICESHARE APP, WHICHEVER IS FIRST TO OCCUR, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU ARE NOT LICENSED OR OTHERWISE PERMITTED TO DOWNLOAD, INSTALL OR USE THE VOICESHARE APP AND YOU MUST NOT DOWNLOAD, INSTALL OR USE THE VOICESHARE APP IN ANY MANNER.

1. Generally. This End User License Agreement (the “**Agreement**”) sets forth the legal agreement between Belly Buds, LLC d/b/a WavHello (“**we**”, “**us**” or similar terms) and you relating to our VoiceShare® mobile application for iOS, in object code form, including any Updates (as defined below) thereto, as may be made available by us to you from time to time (collectively, the “**VoiceShare App**”). This Agreement is between you and us only, and Apple, Inc. and its subsidiaries (collectively, “**Apple**”) are not a party to this Agreement. Although Apple is not a party to this Agreement, Apple has the right to enforce this Agreement against you as a third party beneficiary relating to your use of the VoiceShare App. We are solely responsible for the content of the VoiceShare App. You represent and warrant that you are of legal age to form a binding contract with us, have read the Agreement, and agree to be legally bound by the Agreement.
2. Applicability of VoiceShare [Terms of Use](#) and [Privacy Policy](#). The VoiceShare App may provide you with access to, or otherwise enable your use of, our VoiceShare® application service (the “**VoiceShare Service**”) and certain features, functionality and content accessible on or through the VoiceShare Service. Your access to and use of the VoiceShare Service is governed by our VoiceShare [Terms of Service](#) (available at [www.wavhello.com/terms-of-service](http://www.wavhello.com/terms-of-service)) (the “**VoiceShare Terms of Service**”) and our [Privacy Policy](#) (available at [www.wavhello.com/privacy-policy](http://www.wavhello.com/privacy-policy)) (the “**Privacy Policy**”), which are incorporated herein by this reference. By agreeing to be bound by this Agreement you are also agreeing to be bound by our VoiceShare [Terms of Service](#) and [Privacy Policy](#). Our VoiceShare [Terms of Service](#) and our [Privacy Policy](#) are subject to change, modification and amendment in accordance with their respective terms and conditions. Your access to and use of the VoiceShare Service may require you to separately acknowledge your acceptance of the VoiceShare [Terms of Service](#) and/or [Privacy Policy](#), and/or to register for an account, and your failure to do so may restrict you from accessing or using the VoiceShare Service's features and functionality. Any violation of the VoiceShare [Terms of Service](#) also will be deemed a violation of this Agreement.
3. Your Rights to Use the VoiceShare App.
  - a. License. Subject to the terms and conditions of this Agreement, we grant to you a limited, personal, non-exclusive, non-transferable, non-sublicensable license to (i) download and install the VoiceShare App on a single mobile device owned or controlled by you, (ii) run the VoiceShare App, as properly installed in accordance with this Agreement, for your personal, non-commercial use, and (iii) access and use the VoiceShare Service on such mobile device in accordance with this Agreement, including the VoiceShare [Terms of Service](#) and [Privacy Policy](#) (collectively, the “**Permitted Use**”). The VoiceShare App is licensed, and not sold, to you.
  - b. Additional Conditions and Restrictions. The license grant in Section 3(a) above does not authorize you to, and you will not (directly or indirectly): (i) use the VoiceShare App for any purpose, commercial or otherwise, other than the Permitted Use; (ii) copy the VoiceShare App (except to the extent expressly permitted under this Agreement); (iii) modify, adapt, alter, translate or create

derivative works of the VoiceShare App; (iv) reverse engineer, decompile, disassemble, decode or otherwise attempt to discover the source code, algorithms, architecture, structure or underlying technology of the VoiceShare App; (v) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the VoiceShare App, including any copy thereof; (vi) rent, lease, loan, sublicense, distribute, transfer or provide access (including on a time share, application service or outsourced basis) to the VoiceShare App to any other person; (vii) use the VoiceShare App for purposes of (A) engaging in any activities in violation of applicable law or (B) competitive or benchmarking analysis or for development of a competing product, service or offering; or (viii) attempt to gain unauthorized access to, interfere with, damage or disrupt any portions of the VoiceShare App or the VoiceShare Service (including any servers, databases or accounts relating thereto). We shall have the right (but not the obligation) to monitor your use of the VoiceShare App to confirm your compliance with the terms of this Agreement. All rights in and to the VoiceShare App not expressly granted to you in this Agreement are expressly reserved by us and our licensors.

4. **Ownership of Software.** Except for the limited licenses expressly granted to you in Section 3(a) of this Agreement, nothing in this Agreement will be construed, either by implication, estoppel, or otherwise, as a grant to you of any right, title, license, or interest in the VoiceShare App or the VoiceShare Service or any component of any of the foregoing (including any patent, copyright, trade secrets, or other intellectual property rights with respect to any of the foregoing). We and/or our licensors shall retain exclusive ownership and title (including all patent, copyright, trade secret, and other intellectual property rights) in and to the VoiceShare App and the VoiceShare Service.
5. **Modifications; Updates.** We may from time to time in our sole discretion develop and provide software updates to the VoiceShare App, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your computer is connected to the internet either: (a) the VoiceShare App will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available updates. You shall promptly download and install all Updates and acknowledge and agree that the VoiceShare App, the VoiceShare Service or portions any of the foregoing may not properly operate should you fail to do so. In addition, you acknowledge and agree that we shall have the right to modify, suspend or discontinue the VoiceShare Service (or any portion thereof) that is or was accessible through the VoiceShare App at any time without notice or liability to you.
6. **Collection of Information.** You acknowledge that when you download, install or use the VoiceShare App, we may use automatic means (including, for example, cookies and web beacons) to collect information about your mobile device and your use of the VoiceShare App and/or VoiceShare Service. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the VoiceShare App or certain of the features and functionality of the VoiceShare Service. All information we collect through or in connection with the VoiceShare App is subject to our [Privacy Policy](#). By downloading, installing, using and providing information to or through the VoiceShare App, you consent to all actions taken by us with respect to your information in compliance with our [Privacy Policy](#).
7. **Third Party Materials.** The VoiceShare App may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third Party Materials**"). You acknowledge and agree that we are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.
8. **Term and Termination.**
  - a. **Term.** The term of this Agreement will commence at the time of acceptance of this Agreement by you and will continue in effect until terminated in accordance with Section 8(b) below (such period, the "**Term**").

b. Termination. This Agreement will terminate automatically when you uninstall or delete the VoiceShare App. This Agreement may be terminated by us immediately, with or without notice, in the event of your breach of this Agreement or our decision (which shall be in our sole discretion) to cease to support or provide the VoiceShare App or the VoiceShare Service.

c. Effect of Termination.

i. Upon termination of this Agreement, all rights granted to you under this Agreement (including the license granted to you under Section 3) will terminate automatically and you will promptly uninstall, delete and cease further use of the VoiceShare App (including any copies thereof) in your possession. We are under no obligation to store or make available (during or after the Term) any VoiceShare Messages or other User Contributions for any particular period of time. Without limiting the foregoing, please note that if you uninstall or delete the VoiceShare App certain data relating to the VoiceShare Service that is specific to the VoiceShare App or your mobile device may be inaccessible through the web-based version of the VoiceShare Service.

ii. Notwithstanding anything to the contrary in this Agreement, termination of this Agreement will not affect any of the parties' respective rights or obligations that (A) are vested pursuant to this Agreement as of the effective date of such termination or expiration (including remedies for breach of this Agreement); or (B) arise under Sections 1, 2, 4, 6, 8(c) and 10 through 21 of this Agreement, all of which will survive any termination or expiration of this Agreement.

9. Compliance with Laws. You agree to comply with all applicable laws (including regulations) relating to access to and use of the VoiceShare App and other performance of this Agreement. Without limiting the foregoing, you agree that the VoiceShare App and other technical data provided to you under this Agreement may be subject to the import/export control laws of the United States and other countries, and you will comply with any and all such applicable laws.
10. Disclaimers. YOU ACKNOWLEDGE AND AGREE THAT THE VOICESHARE APP IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. ANYTHING TO THE CONTRARY NOTWITHSTANDING, WE (INCLUDING, FOR PURPOSES OF THIS SECTION, OUR AFFILIATES AND LICENSORS) DO NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIM ALL, WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE VOICESHARE APP, AND ANY OTHER PRODUCTS, SERVICES, OFFERINGS, INFORMATION OR ITEMS, PROVIDED, OR TO BE PROVIDED, TO YOU UNDER THIS AGREEMENT OR BY OR THROUGH THE USE OF THE VOICESHARE APP (COLLECTIVELY, THE "**OFFERINGS**"), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, WE DO NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES AND/OR GUARANTEES REGARDING (I) THE OFFERINGS (INCLUDING THE USE OF OR THE RESULTS OF THE OFFERINGS) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, AVAILABILITY, SECURITY, COMPLIANCE WITH APPLICABLE LAWS OR OTHERWISE, OR (II) WHETHER THE OPERATION OF THE OFFERINGS WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE OFFERINGS IS DONE SO AT YOUR OWN RISK. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ANYTHING TO THE CONTRARY NOTWITHSTANDING, YOU ACKNOWLEDGE AND AGREE THAT WE HAVE THE RIGHT TO MODIFY, SUSPEND, OR DISCONTINUE THE VOICESHARE SERVICE ACCESSIBLE THROUGH THE VOICESHARE APP ANY TIME WITHOUT NOTICE OR LIABILITY TO YOU.
11. Limitation of Liability. IN NO EVENT SHALL WE (INCLUDING, FOR PURPOSES OF THIS SECTION, ITS AFFILIATES AND LICENSORS) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR LOSS OF TIME OR BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANYTHING TO THE CONTRARY NOTWITHSTANDING, OUR TOTAL MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE GREATER

OF (I) THE TOTAL AMOUNT OF FEES, IF ANY, PAID TO US BY YOU FOR THE VOICESHARE APP DURING THE 12-MONTH PERIOD PRIOR TO THE OCCURRENCE OF SUCH CLAIM, DAMAGE OR LIABILITY, LESS THE AMOUNT OF ALL CLAIMS, DAMAGES OR LIABILITIES PREVIOUSLY PAID BY US DURING SUCH 12-MONTH PERIOD AND (II) US\$100. NO ACTION, SUIT OR PROCEEDING AGAINST US MAY BE BROUGHT MORE THAN ONE YEAR FOLLOWING THE DATE UPON WHICH THE CLAIM FIRST AROSE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. **Indemnity.** You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (a) your breach of any provision of this Agreement or (b) your use of the VoiceShare App, including the results of your use thereof.
13. **Governing Law; Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF CALIFORNIA OR OTHERWISE). SUBJECT TO THE PROVISIONS OF SECTION 14 (BINDING ARBITRATION AND CLASS ACTION WAIVER) BELOW, ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE VOICESHARE APP OR THE VOICESHARE SERVICE SHALL BE INSTITUTED EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES OR THE COURTS OF THE STATE OF CALIFORNIA IN EACH CASE LOCATED IN LOS ANGELES, CALIFORNIA, U.S.A. YOU WAIVE ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION OVER YOU BY SUCH COURTS AND TO VENUE IN SUCH COURTS.
14. **Binding Arbitration and Class Action Waiver.**
  - a. We are committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.
  - b. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the VoiceShare App, the VoiceShare Service accessible through the VoiceShare App, any dealings with our customer service agents, any representations made by us, or this Agreement, including our VoiceShare [Terms of Service](#) or [Privacy Policy](#) (collectively, "**Claims**") by contacting us at [legal@wavhello.com](mailto:legal@wavhello.com). If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.
  - c. **Any and all Claims will be resolved by binding arbitration, rather than in court,** except you or we may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us or our affiliates.
  - d. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce the Agreement as a court would.**
  - e. Arbitrations will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules. The AAA's Consumer Arbitration Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's Consumer Arbitration Rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees, unless the arbitrator determines your Claims are frivolous. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.
  - f. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to General Counsel: Arbitration Claim Manager, c/o Belly Buds, LLC, 6380 Wilshire Blvd., Suite 1600, Los Angeles, CA 90048. If we request arbitration against you, we will give you notice at the email address or street address you have provided. A party requesting

arbitration must also provide a copy of the request to the AAA, at Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or online at [www.adr.org](http://www.adr.org) or at any AAA office.

- g. **Any and all proceedings (whether in arbitration or court) to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a Claim proceeds in court rather than in arbitration **you and we each waive any right to a jury trial.** The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction. Anything to the contrary notwithstanding, you and we each agree that you or we may bring suit in court to enjoin any infringement or other misuse of intellectual property rights.
15. **Severability.** If an arbitrator or court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
  16. **Notices.** Except as otherwise provided in the Agreement, any notice required or permitted to be given to a party under this Agreement shall be made (a) in the case of a notice to us, by mail to Belly Buds, LLC, 6380 Wilshire Blvd., Suite 1600, Los Angeles, CA 90048 , Attn: General Counsel and (b) in the case of a notice to you, by mail or email, in each case to the address reflected in our records.
  17. **Assignment.** You may not assign or otherwise transfer this Agreement, or any of your rights or obligations hereunder, without our prior written consent. Any attempted assignment or transfer of this Agreement or any rights or obligations hereunder in violation of the preceding sentence will be void. We may freely assign or otherwise transfer this Agreement, or any of our rights or obligations hereunder, without notice to or consent from you. Subject to the foregoing, this Agreement will be binding on the parties and their respective successors and assigns.
  18. **Interpretation.** Each instance in this Agreement of the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation." As used in this Agreement, the term "days" means calendar days, not business days, unless otherwise specified. All headings or section divisions contained in this Agreement are for reference purposes only and will not be construed to affect the meaning or interpretation of this Agreement.
  19. **Force Majeure.** We will not be liable for any failure or delay in performance resulting from any event beyond its reasonable control, including due to fire, flood, action or decree of civil or military authority, insurrection, act of war, terrorism, denial of service attacks, labor disputes or shortages, material shortages, power outages, failure of internet connections, failure of suppliers, or embargo.
  20. **Waiver; Amendments.** No waiver of any provision of this Agreement will be effective against us unless made in writing and signed by an officer of our company. We shall have the right to change, modify or amend this Agreement, in whole or in part, at any time, on written notice to you, which notice may be provided by posting the amendment to the page of our website containing the then-current version of this End User License Agreement and/or by sending you an email or other electronic alert that there has been an amendment. Your continued use of the VoiceShare App following the publication of such amendment shall constitute your acceptance of the amended End User License Agreement.
  21. **Entire Agreement.** This Agreement constitutes the entire agreement between you and us with respect to the subject matter hereof and supersedes any and all prior representations, warranties, understandings or agreements (written or oral) between you and us with respect to the subject matter hereof.