

WAVHELLO

TERMS OF USE

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Please read these Terms of Use carefully before you start to use the Site. **By using the Site or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, and our [Privacy Policy](#), which is incorporated herein by reference.** In addition, additional terms and conditions may apply to certain areas of the Site or products, services or other offerings we offer as part of or through the Site (e.g., our VoiceShare[®] application service and VoiceShare[®] mobile application, and purchases through our online store). Any such additional terms and conditions will be disclosed to you in connection with such offerings, and will apply to your use of and access to those offerings (including purchases of or licenses to such offerings) in addition to these Terms of Use. In the event of a conflict, such additional terms and conditions will take precedence over these Terms of Use. If you do not want to agree to these Terms of Use, the [Privacy Policy](#), or any applicable additional terms and conditions, you must not access or use the Site (or those specific offerings, as applicable).

By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company, have read these Terms of Use and agree to be legally bound by these Terms of Use. If you do not meet all of these requirements, you must not access or use the Site.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set forth below in the section entitled “Binding Arbitration and Class Action Waiver” will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Site. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Site so you are aware of any changes, as they are binding on you.

Accessing the Site and Account Security

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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User Contributions

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, messaging functions and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site. All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to reproduce, modify, perform, display, disclose, distribute and otherwise use any such material. You represent and warrant that: (a) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and

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Monitoring and Enforcement; Termination

We have the right to: (a) remove or refuse to post any User Contributions for any or no reason in our sole discretion; (b) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public or could create liability for the Company; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; and (e) terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not: (a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, harmful to minors or otherwise objectionable; (b)

promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#); (e) be likely to deceive any person, (f) promote any illegal activity, or advocate, promote or assist any unlawful act; (g) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; (h) impersonate any person, or misrepresent your identity or affiliation with any person or organization; (i) involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or (k) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

We take claims of copyright infringement seriously. The Company will respond to notices of alleged copyright infringement that comply with applicable law. If you believe that any User Contributions violate your copyright, you may request removal of those materials (or access thereto) from the Site by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following: (i) your physical or electronic signature; (ii) identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works; (iii) identification of the material you believe to be infringing in a sufficiently precise manner to allow the Company to locate that material; (iv) adequate information by which the Company can contact you (including your name, postal address, telephone number and, if available, e-mail address); (v) a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law; (vi) a statement that the information in the written notice is accurate; and (vii) a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy, in appropriate circumstances, to disable and/or terminate the accounts of users who are repeat infringers. You may send DMCA Notices to our designated Copyright Agent: Curtis Williams, Bellybuds, LLC d/b/a WavHello, 5757 Wilshire Blvd., Suite 505, Los Angeles, California 90036; legal@wavhello.com; telephone: 866-500-2627.

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This Site may provide certain social media features that enable you to: (a) link from your own or certain third-party websites to certain content on this Site; (b) send e-mails or other communications with certain content, or links to certain content, on this Site; (c) cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided. You understand and agree that by activating such social media features, certain information may be shared between the Site and the applicable social media site you have selected. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

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Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its 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 your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, products or other offerings other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

Governing Law

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without

giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Binding Arbitration and Class Action Waiver

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.

You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Site, any dealings with our customer service agents, any representations made by us, or these Terms of Use or the [Privacy Policy](#) (collectively, “**Claims**”) by contacting us at 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.

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.

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.

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 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.

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 d/b/a WavHello, 5757 Wilshire Blvd., Suite 505, Los Angeles, CA 90036. 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 or at any AAA office.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by an arbitrator or a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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