

# Terms of Use



## **1. Web Site Rules and Regulations.**

The following Web Site terms of use ("TOU") apply to all visitors to or users of this Web Site. By accessing this Web Site, the user ("you") acknowledges acceptance of all of these TOU. You must be at least eighteen (18) years of age to use the Web Site, and by using the Web Site, you represent and warrant that you have the right, authority and capacity to enter this TOU, and to abide by all of the terms and conditions of this TOU. Sound ID reserves the right to change these TOU from time to time at its sole discretion without notice to you. You can review the most current version of the TOU at any time at the following site: <http://www.Sound ID.com/terms.asp>. You are responsible for regularly reviewing these terms and conditions to ensure that you are in compliance. In addition, when using particular Sound ID products and services, you shall be subject to any guidelines or rules applicable to such products and services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into this TOU. Sound ID also may offer other products and services from time to time that are governed by different Terms of Use.

In order to use the Web Site, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

In the case of any violation of these rules and regulations, Sound ID reserves the right to seek all remedies available by law and in equity for such violations. These rules and regulations apply to all your visits to the Sound ID Web Site, both now and in the future.

## **2. Company Privacy Policy.**

Data and certain other information about you are subject to our Privacy Policy. For more information, please see our full privacy policy at <http://www.Sound ID.com/privacy.html>

## **3. Trademarks.**

Sound ID and other trademarks, logos and service marks ("Marks") displayed on this Web Site are the property of Sound ID or other third parties. Users are not permitted to use these Marks without the prior written consent of Sound ID or such third party which may own the Mark.

## **4. Copyright.**

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## **5. Company's Proprietary Rights.**

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## **6. Material Provided To Sound ID Or Posted On The Web Site.**

Sound ID does not control all of the Content (as defined below) posted on the Web Site and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Web Site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Sound ID be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted on the Web Site.



You acknowledge that Sound ID may or may not pre-screen Content, but that Sound ID and its designees shall have the right (but not the obligation) in their sole discretion to edit, refuse or move any Content that is available through the Web Site. Without limiting the foregoing, Sound ID and its designees shall have the right to remove any Content that violates the TOU or is deemed by Sound ID, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Sound ID or submitted to Sound ID.

By using the Web Site, you grant to Sound ID certain rights to use the materials and Content you provide to Sound ID (including feedback and suggestions) or post, upload, input or submit to the Web Site (collectively "Submissions"). By posting, uploading, inputting, providing or submitting your Submission, you automatically grant, and represent and warrant that you have the right to grant, to Sound ID, its affiliated companies, necessary sublicensees and successors and assigns an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to, directly or indirectly, use, copy, perform, display (publicly and privately), and distribute (externally and internally) such Submission and to prepare derivative works of, or incorporate into other works, such Submission in any medium for any purpose, and to sublicense any and all of the foregoing rights. Sound ID owns all right, title and interest in and to any compilation, collective work or other derivative work using or incorporating the Submission. Your Submission is not confidential, and you hereby acknowledge and agree that you do not have any expectations of confidentiality in or to your Submission.

You acknowledge and agree that Sound ID may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Sound ID, its users and the public. You understand that the technical processing and transmission of the Web Site, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **7. Conduct.**

You understand that all information, data, text, software, graphics, messages or other materials (collectively, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Sound ID, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Web Site. You agree to not use the Web Site to:

- a. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or hateful racially, ethnically or otherwise objectionable;
- b. upload, post, e-mail or otherwise transmit any Content that disparages Sound ID, its clients, employees or members;
- c. "stalk" or otherwise harass another;
- d. harm minors in any way;
- e. impersonate any person or entity, including, but not limited to, a Sound ID official, or falsely state or otherwise misrepresents your affiliation with a person or entity;
- f. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Web Site;
- g. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- h. download any file posted by another user of the Web Site that you know, or reasonably should know, cannot legally be distributed in such manner;
- i. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of Sound ID or any other party;
- j. advertise or offer to sell or buy any goods or services for any business purpose, unless such area within the Web Site specifically allows such messages;



k. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;

l. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

m. interfere with or disrupt the Web Site or related servers or networks, or disobey any requirements, procedures, policies or regulations of networks connected to the Web Site;

n. violate any code of conduct or other guidelines which may be applicable for any particular area of the Web Site; or

o. intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law.

#### **8. No Resale Of Web Site.**

Unless otherwise specified, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Web Site, information available on the Web Site, or use of or access to the foregoing.

#### **9. Modifications To Web Site.**

Sound ID reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Web Site (or any part thereof) with or without notice. You agree that Sound ID shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Web Site.

#### **10. General Disclaimer.**

Although Sound ID has attempted to provide accurate information on the Web Site, Sound ID assumes no responsibility for the accuracy of the information on this Web Site. Sound ID may change the products mentioned on this Web Site at any time, for any reason or no reason, without notice to you.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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b. SOUND ID MAKES NO WARRANTY THAT (i) THE WEB SITE OR INFORMATION ON THE WEB SITE WILL MEET YOUR REQUIREMENTS, (ii) USE OF THE WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEB SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEB SITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEB SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SOUND ID OR THROUGH OR FROM THE WEB SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

e. ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR OTHERS. SOUND ID DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE WEB SITE AND, THEREFORE, SOUND ID SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE WEB SITE AND ANY OTHER ACTIONS RESULTING FROM YOUR PARTICIPATION ON THE WEB SITE.



#### **11. Indemnity.**

You agree to indemnify and hold Sound ID, and its subsidiaries, affiliates, officers, agents, partners and employees, harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of Content you submit, post to or transmit through the Web Site, your use of the Web Site, your connection to the Web Site, your violation of the TOU and/or your violation of any other applicable laws, rules or regulations.

#### **12. No Unlawful Or Prohibited Use.**

As a condition of your use of the Web Site, you warrant to Sound ID that you will not use the Web Site for any purpose that is unlawful or prohibited by these terms, conditions, or notices and that you will not any information available on the Web Site for any purpose except that of being a customer. You may not use the Web Site in any manner that could damage, disable, overburden, or impair the Web Site or interfere with any other party's use and enjoyment of the Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Web Site. You understand that using the Web Site for an illegal purpose or to transmit Content that is unlawful, harassing, libelous, and invasive of another's privacy, harmful, vulgar, obscene, or otherwise objectionable, may result in removal of messages and/or termination of your right to access the Web Site.

#### **13. Special Admonitions For International Use.**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **14. Cookies**

Sound ID may also use on its web site a personalization technology called a "cookie." A cookie is a small text file placed on your computer's hard disk that identifies your browser software to a web site. Cookies allow us to track when you enter, leave, and re-enter our site and what path you take through our site. In doing this, we can provide you with a more personalized experience.

If you would like to be notified when you receive a cookie and given the option of accepting it, you can set your web browser accordingly. For more information about how you can do that, and on cookie technologies in general, please visit <http://www.cookiecentral.com>.

If you prefer not to receive cookies on CCO [CCO – NOTE: consider spelling out so users know what exactly it is referring to], you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser. You do not need to have cookies turned on to use any area of CCO.

#### **15. Compliance With Applicable Laws; Export Control Laws.**

User access to this Web Site is governed by all applicable federal, state and local laws. All information available on the Web Site is subject to U.S. export control laws and may also be subject to the laws of the country where you reside.

#### **16. Limitation of Liability.**

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#### **17. Links to Third Party Sites.**

The Sound ID Web Site contains links to other web sites,. Please note that Sound ID is not responsible for the privacy practices or the content of other web sites. To the extent that third party advertisers are used, they adhere to their own privacy practices. Access to any other web site linked to this Web Site is at the user's own risk and Sound ID is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on those sites.



**18. Notice.**

Notices to you may be made via either email or regular mail. Sound ID may also provide changes to the TOU or other matters by displaying notices or links to notices on the Web Site.

**19. General.**

This TOU constitutes the entire agreement between you and Sound ID and governs your use of the Web Site, superseding any prior agreements between you and Sound ID. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOU and the relationship between you and Sound ID shall be governed by the laws of the State of California, without regard to its conflict of law provisions. You and Sound ID agree to submit to the personal and exclusive jurisdiction of the courts located within Santa Clara County, California. The failure of Sound ID to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU shall remain in full force and effect. A printed version of this TOU and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this TOU to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section headings in this TOU are for convenience only and have no legal or contractual effect.

**20. Contact Information.**

Please direct any inquiries and/or comments to [info@Sound ID.com](mailto:info@Sound ID.com).

Please report any violations of the TOU to [info@Sound ID.com](mailto:info@Sound ID.com)