



---

## TERMS OF USE

**BY ACCESSING OR USING THE SITE AND/OR THE SERVICES OR DOWNLOADING, REGISTERING FOR OR USING ANY ASPECT OF THE MOBILE APPLICATION ("APP"), YOU AGREE TO COMPLY WITH THIS AGREEMENT.**

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE FORBIDDEN FROM ACCESSING THE SITE, AND/OR THE SERVICES, AND/OR DOWNLOADING, REGISTERING FOR, OR USING THE APP.**

The following Terms of Use ("Agreement") governs the access to and/or use of (1) the website [www.soundslikeibs.com](http://www.soundslikeibs.com) ("Site"), (2) the psychological intervention treatment program of IBS symptoms, (3) the collection and reporting of the program's user base data and information, (4) other Sounds Like IBS services or products (each of items (2), (3) and (4) herein individually or collectively, "Services") available on the Site and/or the downloadable mobile application, whether for the consumer user base or the professional user (the consumer APP and the Pro APP are herein collectively referred to as the "APP"), all as provided by Sounds Like IBS Limited ("SLIBS", "we" or "our"). All those who access the Site, and/or the Services and/or the APP, including without limitation, persons and representatives of entities, whether such representatives are persons, entities of any kind or digital engines of any kind that crawl, index, scrape, copy, store or transmit digital content (collectively, "you" or "your") agree to be bound by this Agreement.

Please read this Agreement carefully. **By accessing or using the Site and/or the Services or downloading, registering for, or using any aspect of the APP, you agree to comply with this Agreement.** If you cannot agree with this Agreement, please do not access the Site, or the Services or download, register for, or use the APP.

For information regarding use of information about you that may be collected via your use of the Site, the Services or APP, please see the section below labeled "Privacy" and [read our privacy policy](#).

This Agreement may be modified from time to time; the date of the most recent revisions will be communicated on or through the Site or the Services or APP, so check back often. Continued access or use of the Site, the Services or the APP by you will constitute your acceptance of any changes or revisions to this Agreement.

This Agreement constitutes a binding legal contract between you and SLIBS. Your failure to follow these rules, whether listed below or communicated on or through the Site, the Services or the APP, may result in suspension or termination of your access and/or use of the Site, the Services or the APP, without notice, in addition to SLIBS's other remedies.

## I. REGISTRATION AND ACCOUNT CREATION- SERVICES AND/OR THE APP

### 1. REGISTRATION INFORMATION

In order to use the Services and/or the APP, whether an individual, entity or organization, You are



required to register and set up an account, provide a password, User Id, credit or debit card or other payment facility information, email address, and with respect to individual persons downloading and using the APP, gender, age, and other registration information (collectively, “Registration Information”). You agree and represent that all Registration Information provided by you is accurate and up-to-date at all times. You may not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account for the Services or the APP. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Site or the APP.

## **2. USE OF USER ID/PASSWORD**

If you register and set up an account for the Services and/or the APP, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any mobile or other device on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information or any credit, debit or charge card number stored on the iTunes or in our data base), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Site or for the APP, and notify us as described herein.

## **3. PURCHASE OF SERVICES; ONLINE CONTRACTING**

An order constitutes an offer by You to SLIBS to purchase the Services subject to this Agreement at the purchase price and on the terms stated in the order, and is subject to SLIBS’s subsequent Acceptance, irrespective of whether the button or link You press or activate to submit Your order to SLIBS includes words such as “complete order” or otherwise indicates that it is the final step in completion of Your order. Any order confirmation e-mail received by You prior to SLIBS’s Acceptance shall constitute an acknowledgment of SLIBS’s receipt of Your offer only, and not an acceptance of Your offer. Our acceptance of Your order only occurs at such time that SLIBS has both (a) provided You with access to the Services, and (b) received payment of the purchase price of Your order through settlement of cleared funds via your provided credit card or other payment (“**Acceptance**”). We may cancel Your order at any time and for any lawful reason prior to Acceptance. Prior to Acceptance, an automatic e-mail acknowledgment of Your order may be generated, however, any such automatic acknowledgment does not constitute a formal acceptance of Your order.

You acknowledge and agree that if You place an order through this Site by clicking or activating the button or hyperlink to submit Your order, You are placing a legally binding offer. You consent to: (a) the use of electronic communications in order to enter into contracts and place orders with SLIBS; and



(b) the electronic delivery of notices, policies and records of transactions initiated or completed by You online. You have the right to withdraw Your consent to electronic contracting and to electronic delivery, but if You do, we may cancel Your order and/or Your access to the Services. If You do not consent to receive any notices electronically, You must stop using the Services, and the APP.

#### **4. PURCHASE OF APP**

The APP is available for purchase directly on the iTunes Store or Google Play or such other APP seller as may be authorized by SLIBS on mobile devices. Your purchase of the APP is directly from Apple, Inc. or Google Play, or other APP seller authorized by SLIBS, as the case may be. Your legal rights with respect to the purchase of the APP are between You and Apple, Inc. or Google Play, or such other authorized APP seller, as the case may be. SLIBS has no liability, responsibility or obligation to You with respect to the purchase transaction whereby You purchase the APP.

#### **5. PRICING AND PAYMENT TERMS**

All prices are in United States currency. Unless otherwise stated, all SLIBS prices listed on the Site or with respect to the APP do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchase of the Services and/or APP.

With respect to purchases of the Services, SLIBS will charge Your credit or debit cards, your bank account or other payment facility upon Acceptance of Your order of the Services. SLIBS reserves the right to verify and/or authorize credit or debit card payments prior to Acceptance.

With respect to purchases of the APP, iTunes, Apple, Inc. or Google Play, or other APP seller authorized by SLIBS, as the case may be, will charge Your credit or debit card or other payment method acceptable to such authorized APP sellers at the time You purchase the APP. You authorize iTunes, Apple, Inc. or Google Play, or such other APP seller authorized by SLIBS, as the case may be, to charge Your credit or debit card or otherwise obtain payment from You at the time You purchase the APP. Apple, Inc., iTunes, or Google Play, or other App seller authorized by SLIBS, as the case may be, reserve the right to verify Your credit or debit card account or other payment method information acceptable to such authorized APP seller.

You agree to timely pay all prices and/or fees due and owing SLIBS for Services purchased. Except as otherwise specified herein (i) prices are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable. In the event You fail to timely pay for any Services, SLIBS reserves the right to decline to provide You access to the Site and/or Services, deny You continued access to the Site and/or Services, and/or forward Your account to a credit and collection agency. If Your account is forwarded to a credit and collection agency, You will be responsible for all amounts due and owing for the Services, as well as for any and all costs and fees associated with any collection actions undertaken by or on behalf of SLIBS, including without limitation any and all reasonable attorney fees, professional fees, and all costs associated therewith.



You agree to provide SLIBS and/or or other APP seller authorized by SLIBS with valid and updated information regarding your credit card or debit card, or with valid and updated information regarding any other payment method acceptable to SLIBS and/or iTunes, Apple, Inc., or Google Play, or other APP seller authorized by SLIBS, as the case may be. If You provide SLIBS with credit card, debit card or other payment information, You authorize SLIBS to charge your applicable card or account or other payment method for any and all Services purchased. You are responsible for maintaining complete and accurate billing and contact information associated with Your account with SLIBS, or iTunes, or Goggle Play, or such other APP seller authorized by SLIBS, as the case may be.

SLIBS may change the charges payable for the purchase of such Services at any time without any notice to You. You can choose whether or not to accept the new charges prior to completing Your next purchase of the Services. The new charges will apply to Your next purchase after the new charges have been published.

If payment cannot be charged to Your credit, debit or charge card or other payment facility given to SLIBS or Your payment is returned to SLIBS for any reason, including charge back, SLIBS reserves the right to either suspend or terminate Your account, and Your use of the Services and/or the APP, and all its obligations under this Agreement.

From time to time, SLIBS may offer Services for free for a trial period. SLIBS reserves the right to charge You for such Services at the normal rate in the event that SLIBS determines (in its reasonable discretion) that You are abusing the terms of the offer, including if You are using any service, proxy or other devices or anonymous IP address that prevents SLIBS from locating or identifying You.

Using the Services or APP on mobile applications will use some of the data allowance available on the data package to which You have subscribed with Your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and You are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by Your mobile network operator.

## **II. RULES OF USAGE**

### **1. USE OF THE SERVICES BY YOU**

#### **YOUR OBLIGATIONS OF USE OF THE SERVICES**

You agree to provide true, accurate, current and complete information about You in connection with Your use of the Site and/or the Services. In the event that You provide any information which is untrue, inaccurate, not current or incomplete, or if SLIBS has reasonable grounds to suspect that any information You provide is untrue, inaccurate, not current or incomplete, SLIBS has the right to immediately suspend, terminate or restrict Your use of the Site or the Services, and/or the APP

You may only use the Services and/or the APP through Your User Account. You are solely responsible and liable for all activities conducted through Your User Account and for all Users of Your User



Account. To prevent unauthorized use, You shall keep Your password confidential and shall not share it with any third party. If You suspect that someone else knows Your password, then You shall immediately change it in order to protect the security of Your User Account. SLIBS takes no responsibility for Your failure to comply with the obligations in this paragraph.

You must use the APP, the Services and the Site in accordance and adherence with all of the laws and regulations of where You are located. SLIBS makes no representations that the materials on the Site, the Services, and/or the APP are appropriate, available or legal in any particular location. Those who choose to access the Site, the Services, and/or the APP do so on their own initiative and at their own risk, and are solely responsible for compliance with all applicable laws within the jurisdiction of their respective use.

You agree and understand that You are solely responsible for all activities that occur under Your account and maintaining the confidentiality of passwords associated with any account You use to access the Services. If You become aware of any unauthorized use of Your password or of Your account, You agree to notify SLIBS immediately at [support@soundslikeibs.com](mailto:support@soundslikeibs.com). You agree that through Your use of the Services and/or the APP, You are solely responsible for maintaining the confidentiality and privacy of any and all data, reports, content, and information of any kind. You agree that SLIBS has no responsibility or obligation to You for any reason or to any extent other than to deliver the Services to You pursuant to this Agreement. You agree that SLIBS is not responsible for and makes no representations or warranties concerning the accuracy, privacy, and confidentiality of any and all APP Users' input of information, submissions of any data, feedback, progress, or other information disclosed by any APP Users. You agree that SLIBS is not responsible to You with respect to Your use in any manner or to any extent, of the content, including the psychological intervention program or reporting thereof, comprising the APP and/or the Services, in any manner or to any extent, including but not limited to Your errors in responding to the questionnaires, Your judgment in using the APP and/or Services and their respective content, or any consequences to You from Your use of the APP and/or the Services in any manner or to any extent.

You agree that SLIBS may use Your name or other personally identifying information for the purpose of identifying You as a User of the APP and/or the Site, and/or the Services.

You understand that SLIBS has access to, possession and custody of all Your data and information You share with SLIBS through Your use of the Services and/or the APP, and You hereby grant SLIBS permission to handle, maintain access to, possession and custody of, and utilize all of Your data and information inputted by You through the Services and/or the APP pursuant to the SLIBS Privacy Policy and this Agreement.

You agree to participate in anonymous surveys and answer questions of a non-personal nature which are designed to elicit in an anonymous format, Your habits, characteristics, life stage, age, attributes, preferences, other information and/or Your opinions on a variety of topics. You agree that SLIBS may use Your answers to such anonymous surveys or questions to assist in Your use of the Services and/or the APP, and for its own purposes, with no consequences or obligations to You. You also permit SLIBS to disclose Your email address to corporate sponsors of the Services or the Site. This disclosure may expose You to advertisements from such SLIBS corporate sponsors independent and separate from the



SLIBS Services.

**You agree not to use the Site or the Services:**

- i. to upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, distasteful, libelous, invasive of another's privacy, hateful or racially, ethnically, sexually or otherwise objectionable;
- ii. to harm minors in any way, including without limitation, encouraging interactions with minors of a sexual nature;
- iii. to impersonate any person or misrepresent a relationship with any person or entity, including without limitation a SLIBS employee or officer, or to falsely state or otherwise misrepresent Your identity or Your affiliation with a person or entity;
- iv. to manipulate the Site or the Services in any way in order to disguise the origin of any content transmitted via the Site or the Services;
- v. to upload, post, e-mail or otherwise transmit any content that You do not have a right to transmit under any law or under contractual or fiduciary relationships;
- vi. to upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other intellectual property or other proprietary rights of any party;
- vii. to use the Site or the Services to transmit "spam" or in furtherance of any "pyramid" or similar or comparable scheme;
- viii. to upload, post, e-mail 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 or impair the integrity of the content of any computer software or hardware or telecommunications equipment of SLIBS or any other users of the Site or the Services;
- ix. to interfere with, disrupt or impair the Site or the Services, or any of SLIBS's servers or networks, or disobey any requirements, procedures, policies or regulations of any network connected to the Site;
- x. to interfere with, disrupt or impair any other party's use and enjoyment of the Site and/or the Services;
- xi. to stalk or otherwise harass, threaten or abuse another person; or to disparage, discredit, besmirch, etc. the reputation or identity of any person or entity, including SLIBS; or
- xii. to collect, store, or transmit personal data about other users, for commercial use or otherwise, without their written consent.





## 2. USE OF THE APP BY YOU

### YOUR OBLIGATION TO DOWNLOAD, REGISTER FOR AND USE THE APP

**Minors between the ages of 13 and 17 must get the permission of their parent(s) or legal guardian(s) before purchasing the APP.**

Unless otherwise specified, the APP is intended for your personal use only. You are prohibited from using the APP for commercial purposes, re-sell the APP or any of its contents, or permit any other person to do so. You may not authorize others to use the APP, and you are solely responsible for all use of the APP by you and by those you allow to use, or provide access to, the APP. You are solely responsible for maintaining the privacy of any and all information You obtain through your use of the Services and/or the APP. You may not impersonate, imitate or pretend to be somebody else when registering for, and/or using the APP.

You agree not to provide to or post on or through the APP any false, misleading, inaccurate information, and/or graphics, text, photographs, images, video, audio or other material that constitutes false, misleading, or inaccurate information, junk mail, spam, advertising, and/or commercial offers.

You agree not to use any obscene, indecent, or offensive language or to provide to or post on or through the APP any graphics, text, photographs, images, video, audio or other material that is defamatory, abusive, bullying, harassing, racist, hateful, violent or sexually explicit. You agree to refrain from communicating ethnic slurs, religious intolerance, homophobia, and/or personal attacks on or through the APP.

You may not provide to or post on or through the APP any graphics, text, photographs, images, video, audio or other material that is encrypted, invades anyone's privacy, or illustrates, references or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, federal, national or international law or regulation (e.g., drug use). You agree to use the APP only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

The APP may contain graphics, text, photographs, images, video, audio and other material provided by SLIBS or its licensors that is clearly identified for your use (collectively, "Assets"). The Assets are protected by state, national and international copyright, trademark and other intellectual property laws. Nevertheless, we (and our licensors) grant to you the limited, non-exclusive, right and license to use the Assets solely as described in the Services and/or the APP, as limited by this Agreement, and provided further that you keep intact any and all copyright and other proprietary notices, and/or intellectual property confidentiality.

The APP also contains other graphics, text, photographs, images, video, audio, software, code, and other material that is provided by SLIBS or its licensors that is not clearly identified as, or intended, for your use, including without limitation the organization, design, compilation, and "look and feel" of the

APP, and advertising thereon (collectively, “APP Content”). The APP Content is protected by local, state, national and international copyright, trademark and other intellectual property laws, and is the property of SLIBS or its providers or licensors. The copying, reproduction, publication, display, rearrangement, redistribution, modification, revision, alteration, cropping, re-sizing, reverse engineering, movement, removal, deletion, or other use or change by you, directly or indirectly, of any such APP Content, and/or the Services, including but not limited to the removal or alteration of advertising if any, is strictly prohibited.

You may not in any way or to any extent, make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, aggregation or otherwise, of material obtained through the Services, and/or the APP, including without limitation the Assets or APP Content, except as expressly permitted in writing by this Agreement.

You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the APP or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others’ use of the APP.

You may not attempt to gain unauthorized access to SLIBS’s servers by any means – including, without limitation, by using administrator passwords or by masquerading as an administrator while using the APP or otherwise.

You acknowledge that SLIBS has not reviewed and does not endorse the content of all sites or services (including other third-party applications) linked to or from this APP and is not responsible for the content or actions of any other sites, services or applications linked to or from this App. Your linking to any service or site is at your sole and absolute discretion and sole risk of any and all consequences.

## **2A. USE OF MATERIAL SUPPLIED BY YOU:**

Subject to the privacy provisions of this Agreement and the SLIBS [Privacy Policy](#), you agree that by posting messages, uploading text, graphics, photographs, images, video or audio files, inputting data, personal information, including personal characteristics, or engaging in any other form of communication with or through the APP, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes.

Notwithstanding the immediately preceding paragraph, with respect to Your content and information which You post, upload, input, provide or otherwise communicate through Your use of the APP, You acknowledge and agree SLIBS may transmit, deliver, disclose or otherwise communicate Your content and information to those persons, entities, organizations, business, or service providers in the health or medical industries You specifically identify and elect to receive such information at Your sole and absolute discretion. Accordingly, You agree that SLIBS is not responsible, liable or obligated to You in any manner or to any extent with respect to any and all distribution, transmission, delivery, or other communication or use of Your content, data, or other information posted on or through the Site, the





Services and/or the APP pursuant to Your instruction.

## **2B. MERCHANDISE SOLD ON OR THROUGH THE APP:**

In the event the Site, the Services, and/or the APP provides a facility by or through which You would be able to access third-party products and/or services, then neither SLIBS nor its third party licensors or vendors make any warranties with respect to any of the merchandise, products, and/or services which may be featured, mentioned, or sold on or through the Site, the Services or the APP. Transactions for any such item shall be between you and the third party seller, distributor, or manufacturer without any involvement of SLIBS or its third party licensors or vendors. You agree that SLIBS and its third-party licensors or vendors are not responsible, and shall have no liability to you, with respect to merchandise, products, and/or services featured, mentioned, sold, or distributed on or through the Site, the Services, or the APP, including illegal, offensive or illicit items, even items that may violate this Agreement.

## **2C. APPLE INC.**

By accessing this APP through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that: (i) this Agreement is between SLIBS and You; Apple is not a party to this Agreement; (ii) Apple and its subsidiaries are third party beneficiaries of this Agreement and upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you; (iii) the license granted to you hereunder is limited to a non-transferable right to use the APP on the Apple device(s) authorized by Apple that you own or control and as permitted by the Usage Rules set forth in Apple's App Store Terms of Service; (iv) Apple has no obligation whatsoever in connection with the functionality or content of the APP, or to furnish any maintenance or support services with respect to the APP; (v) in the event of any failure of the APP to conform to any applicable warranty, you may notify Apple, and Apple will refund the amount you paid for the APP, if any (to the maximum amount permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the APP); (vi) Apple is not responsible for addressing any claims by you or a third party relating to the APP or your possession and/or use of the APP, including without limitation (a) product liability claims; (b) any claim that the APP fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (vii) in the event of any third party claim that the APP or your possession and use of the APP infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement and/or discharge of such claim; and (viii) you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **3. LINKS; THIRD-PARTY SITES**

Third parties may offer products or services via the Site, the Services and/or the APP, including games, applications, images, ring tones, or avatars. SLIBS takes no responsibility for such products or services. The third party products or services may be subject to the third party provider's own terms, conditions and separate privacy policy that You may be required to accept upon download or installation. You



should review such terms and conditions before making any purchase or using any third party product or service and SLIBS shall not be responsible for Your failure to do so.

You acknowledge and agree that any third party product information and pricing that is shown on the Site or the Services, and/or the APP regarding third party products and services is given to SLIBS by the applicable third party merchant ("**Merchant**"). The Merchant has the ability to change its pricing or terminate their product availability at any time. SLIBS is not involved in any transactions between You and any Merchant whose products and/or services are listed on the Site or the APP. SLIBS does not control, is not responsible for and does not guarantee: (i) the pricing, quality, performance, availability or terms and conditions of purchase of products or services provided by the Merchant; (ii) any payment transactions, delivery, returns or after sales activities related to the products or services purchased on the Merchants' websites; (iii) the availability of the Merchant's websites; (iv) the completeness, truth or accuracy of any advertising or other materials on, or available from, the Merchants' websites, nor any listing or other content about such products and services displayed on the Site or the APP; (v) links to the Merchants' websites that are featured on the Sites or the APP. Any questions, complaints, or claims related to any product or service provided by a Merchant should be directed solely to the applicable Merchant.

The Site, the Services and/or the APP may contain links to other web sites, web pages, services and resources that are operated by parties other than SLIBS. Any reference to or description within the Site or the APP of third parties, products, services or publications shall not be deemed an endorsement of such third parties, products, services or publications. SLIBS is not responsible for such third-party websites or the availability of such websites, the contents, security or availability of any such other site or downloadable application and does not endorse and is not responsible in any way or to any extent for any content, advertising, products, services or other materials on or available at, from or through such other sites. You agree that SLIBS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any such content, advertising, products, services or other materials on or available at, from or through any such other site. Your use of any third-party websites is subject to the terms and conditions posted on the respective website of such third-party, and is solely at Your own risk.

### III. GENERAL RULES

#### AVAILABILITY AND ACCURACY OF THE SITE, THE SERVICES, THE APP

SLIBS shall: (i) use commercially reasonable efforts to make the Site, the Services and/or the APP available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond SLIBS's control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SLIBS's employees), or Internet service provider failures or delays, and (ii) provide the Site, the Services, and/or the APP in accordance with applicable laws and government regulations.

SLIBS cannot guarantee that the Services or the Site or the APP will always function without disruptions, delay or errors. A number of factors may impact the quality of Your use of the Site the Services or the APP. SLIBS takes no responsibility for any disruption, interruption or delay caused by



any failure of or inadequacy in any of Your local network, firewall, internet service provider, the public internet, telephone system, Your power supply, etc., or any other items over which SLIBS have no control.

SLIBS is constantly improving the Site, the Services and the APP and may also need to change technical features from time to time in order to comply with applicable regulations. Accordingly, You acknowledge and agree that the Site, the Services, the APP and functionality of the APP and/or Services may vary from time to time. Technical requirements for use of the Site, the Services or the APP and feature descriptions are available on the Site. If You do not agree with any changes to Site, the Services and/or the APP, You may terminate your relationship with SLIBS in accordance with this Agreement. You may need to upgrade to a new version in order to enjoy the benefit of certain Services and/or the APP.

You may link to the Site, the Services from another website owned by You, provided You do so in a way that is fair and legal and does not damage or disparage SLIBS's reputation in any manner or to any extent or take advantage of it. You must not establish a link in such a way as to suggest any form of relationship, association, approval or endorsement by SLIBS where none exists. You may not frame the Site on any other site. SLIBS may revoke the permission to link to the Site at any time at its sole and absolute discretion and will notify You in this respect.

## **2. MONITORING**

We strive to provide an enjoyable experience for our users, so we may monitor activity on the APP to foster compliance with this Agreement. All users of the Site, the Services, and/or the APP hereby specifically agree to such monitoring. Nevertheless, we do not make any warranties or guarantees that: (1) the Site, the Services and/or the APP, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a dispute regarding compliance or non-compliance with this Agreement.

## **3. SLIBS's TREATMENT OF AND LIABILITY FOR CONTENT**

You acknowledge that SLIBS does not pre-screen or review content, but that SLIBS and its designees shall have the right (but not the obligation), in its sole and absolute discretion, to refuse or remove any content that is transmitted via the Site, or the Services or the APP. Without limiting the foregoing, SLIBS and its designees shall have the right to refuse or remove any content that violates this Agreement or, in SLIBS's sole and absolute discretion, is otherwise objectionable.

You agree that if You receive objectionable content as a recipient of such content through use of or by means of the Site, or Services or the APP, You have no recourse against SLIBS for any reason or to any extent. You agree that SLIBS is not liable to You nor does SLIBS have a duty to You with respect to any content You send or that of any third-party content received by You through Your use of the Site, and/or Services, or the APP.

You agree that You bear all risks associated with the inputting and/or transmission or receipt of any content, including any reliance on the accuracy, completeness or usefulness of such content.

You acknowledge and agree that SLIBS may (but has no obligation to) preserve the content and may also delete, remove, or disclose content if required to do so by law or by any governmental agency or authority, or in the good faith belief that such deletion, removal, preservation and/or disclosure is reasonably necessary to: (a) comply with legal process or government request; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third-parties or threatens national or personal security or safety; or (d) protect the rights, property or personal safety of SLIBS, users of the Site, and the Services, and the APP, and/or the public.

#### **4. COMMENTS BY OTHERS ARE NOT ENDORSED BY SLIBS:**

SLIBS does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise concerning the Site, and/or the Services, and/or the APP, whether or not contained in the Site, the Services or the APP. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements, input the data or information and do not necessarily represent the views of SLIBS or its third party providers or licensors. You agree that SLIBS and its third party providers or licensors are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

#### **5. EDITING AND DELETIONS:**

SLIBS reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the APP and/or the Services in its sole discretion, without notice. If you do not accept updated versions of the APP and/or the Services as they become available, your experience may not reflect the most recent material, features and/or content, for which SLIBS specifically disclaims any and all responsibility and liability.

SLIBS reserves the right to modify, amend, revise, update, supplement, replace or change the Site, the Services, the APP, the Privacy Policy and/or this Agreement from time to time, but is under no obligation to do so. Any changes to this Agreement, the Site, the Services, the APP, or the Privacy Policy shall be posted to the Site and/or the APP, and You are responsible for reviewing and complying at all times with the current version of the APP, the Services, the Privacy Policy and this Agreement. Your continued use of the Site, the Services, and/or the APP signifies Your acceptance of any modifications, amendments, revisions, supplements, updates, replacements or changes.

#### **6. ADDITIONAL RULES:**

SLIBS reserves the right to communicate through the Site and/or the APP or otherwise, from time to time, additional rules of usage that apply to specific parts of the Site, the Services, and/or the APP. Your continued use of the Site, the Services, and/or the APP constitutes your agreement to comply



with these additional rules.

## 7. FAIR USAGE

SLIBS cannot allow the actions of a few users to negatively influence the Services' and/or the APP's performance for the majority. Some types of activities are obviously violations such as the sending and/or storing illegal content using the Services and SLIBS retains the right to shut down your use of the Services for these purposes. However, some other activities can cause performance issues. These activities are difficult to summarize in a policy but are usually caused by a combination of items such as file types used, applications running, storage capacities, geographic locations, etc. As such, SLIBS retains the right to intervene in order to uphold the overall SLIBS high-quality user experience.

SLIBS may invoke a Fair Use Policy, and limit or halt the Services with respect to any event in which SLIBS reasonably believes your usage of the Services overtaxes the Services, or imposes excessive load on the SLIBS systems which may compromise the system performance for the majority. is excessive in relation to your agreement with SLIBS for your contracted Services, or violates any law with respect to illegal, illicit, dangerous or pornographic, obscene, similar content.

SLIBS wishes to keep customers satisfied, even those who are in violation of the Fair Usage Policy, because we acknowledge that this might not be intentional. Therefore, when SLIBS invokes the Fair Usage Policy, by limiting or halting the Services, SLIBS will contact the impacted users to find a mutually agreeable solution. Failure to resolve this issue will result in termination of the Services to the violator.

## IV. OWNERSHIP AND PROPRIETARY RIGHTS

The Site, Services and APP contain proprietary and confidential information that is owned solely and exclusively by SLIBS or its affiliates, or third-party licensors and protected by local, federal and international intellectual property laws and treaties. You will not take any action to jeopardize, limit or interfere with SLIBS's or its affiliates' or third-party licensors' intellectual property rights in the Site, Services or APP in any manner or to any extent.

The content and compilation of content included on the Site, the Services or the APP such as sounds, videos, text, graphics, logos, icons, images, audio clips, digital downloads and software, are the sole and exclusive property of SLIBS, its affiliates or licensors and are protected by United States and international copyright and all other relevant intellectual property laws. Such copyright or otherwise protected content cannot be copied, reproduced, re-designed or used in any manner or to any extent by You without SLIBS's express written permission. The Site, the Services, and the APP (including without limitation the underlying algorithms, source codes, codes, know-how, imagery, and other intellectual property), the SLIBS name, logo and related marks, contain registered and unregistered trademarks, trade names and other marks, designs and logos owned by SLIBS, and are protected by copyright and trademark laws of the United States, European Union countries, and/or other countries. You acknowledge and agree that SLIBS owns all rights, title and interest in and to the APP, the Services and the Site, including, without limitation, all intellectual property rights therein and thereto. Your use of the Site and/or the Services and/or the APP shall not grant You any legal, beneficial, or economic

rights, title or interest in or with respect to any intellectual property, trademark, trade name, etc. owned or licensed by SLIBS; nor shall Your use be construed as granting, by implication, estoppel or otherwise, any license to use any intellectual property owned by SLIBS without SLIBS's express written permission. All rights not expressly granted herein are reserved.

SLIBS's or its affiliates' or third-party licensors' trademarks, logos, trade names, trade dress etc. may not be used in connection with any product or service that is not SLIBS's, or its affiliates' or third-party licensors' or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits SLIBS, the Site, the Services or the APP. Any trademarks not owned by SLIBS or any of its related companies or third-party licensors that appear on this Site or the APP are the property of their respective owners. You are not permitted to and shall not register or use any trade name, trademark, logo, domain name or any other name or sign that incorporates any of SLIBS's or its affiliates' or third-party licensors' intellectual property (in whole or part) or that is confusingly similar thereto.

You may not in any manner or to any extent alter, modify, reformat, display, transmit, publish, license, create derivative works from, reverse engineer, reproduce, duplicate, copy, transfer, distribute, disseminate, sell, resell or otherwise exploit for any purposes, whether commercial or otherwise any of SLIBS's software, source codes, algorithms, trade name, trademarks, logo, information, software, documents, graphics, products or services obtained or derived from or made available or accessible through Your use of the Service, the Site, or the APP.

## **V. PRIVACY**

SLIBS's Privacy Policy is at <http://www.soundslikeibs.com/privacy-policy/> In addition, the following supplement or complement such policy.

### **1. THE TYPE OF INFORMATION THE APP COLLECTS**

The APP generally collects personally identifying information with Your specific knowledge and consent. For instance, if You subscribe to or register for any of our Services, You may be asked to provide information such as Your e-mail address, name, address, credit or debit card or other banking information, or phone number. You will also be asked for other personal information such as gender, age, life-style, habits, and any other characteristics or information which may be necessary to utilize the APP psychological intervention program by You. Other optional information may also be requested, particularly if You choose to have Your content and information resulting from your usage of the APP disclosed and/or transmitted to a health or medical professional of Your choosing in your sole discretion.

SLIBS may also automatically collect information about the mobile or other device You use to access the APP, including for example the make and model of Your device, and (if applicable) the type of browser software You use, the operating system You are running, and Your Internet Protocol ("IP") address. In addition, Your location may be collected and stored via the functionality of Your mobile or other device and, if so, SLIBS may store and have access to such information.





## 2. HOW THE APP USES INFORMATION PROVIDED BY YOU

SLIBS uses personally identifying information you supply through the APP to provide you with the service you have requested. For example, we may use your e-mail address to send you a confirmation notice and other information about us and our services. We may also use the information to communicate with you about new features, products or services, and/or to improve the services that we offer by tailoring them to your needs. We may also use Your data for statistical and research purposes, in which event Your personal identity will not be utilized or disclosed. By using the Services and/or the APP, you authorize SLIBS to use any and all of your data and information disclosed through accessing and using the Site, the Services, and/or the APP for any purpose consistent with this paragraph and as otherwise provided in this Agreement.

By using the APP, You have the option to elect, in Your sole and absolute discretion, to share Your personal information, content, feedback, progress reports, and any other data about you which You input through the APP with a health or medical professional of Your choosing. If You do not choose to share, disclose, deliver or transmit Your data to a health or medical professional, then SLIBS will respect Your decision at all times. See SLIBS [Privacy Policy](#).

Unless otherwise specified on the APP, SLIBS may sell or share personally identifying information with our affiliates and with carefully selected companies who we think can offer you services and products of interest to You. If you do not wish to have Your personally identifying information shared, send us an email at the address set forth at the end of this document. If You do not wish to receive future commercial communications from us by e-mail, simply follow the unsubscribe instructions contained within the e-mail. If you've registered for any part of the APP, please use the mechanism on the APP that allows You to change or update Your information, to keep all such data accurate and up-to-date.

SLIBS also allows access to our database by certain third parties that provide us with services, such as technical maintenance, research, study and evaluation of data and information collected by the APP Users' input but solely for the purpose of and to the extent necessary to provide these services. If You choose to purchase items through features on the APP or the Site, or through use of the Services, we may forward Your information to third parties for services such as credit card processing and order fulfillment. There are also times when You provide information about Yourself to us on or through parts of the APP or the Site, or the Services that may be managed or participated in by third parties in addition to your authorized medical or health professional, such as third-party sponsors' areas. In such cases, the information may be used by us and by such third party(ies), each pursuant to its own policies. We may also provide Your information to our advertisers, so that they can serve ads to You that meet Your needs or match Your interests. While SLIBS will seek to require such third parties to follow appropriate privacy policies and will not authorize them to use this information except for the express purpose for which it is provided, SLIBS does not bear any responsibility for any actions or policies of third parties. If you do not wish to have Your personally identifying information shared, send us an email at the address set forth at the end of this document. If You do not wish to receive future commercial communications from us by e-mail, simply follow the unsubscribe instructions contained within the e-mail. If you've registered for any part of the APP, please use the mechanism on the APP that allows You to change or update Your information, to keep all such data accurate and up-to-date.



We may also provide access to our database in order to cooperate with official investigations or legal proceedings, including, for example, in response to subpoenas, search warrants, court orders, or other legal process.

In addition, we reserve the right to use the information we collect about Your mobile or other device (including its location), which may at times be able to identify You, for any lawful business purpose, including without limitation to help diagnose problems with our servers, to gather broad demographic information, and to otherwise administer the APP. Location information about Your device may specifically be used to show Your content and sponsored messaging based on location when and where that feature is available.

While Your personally identifying information is protected as outlined above, we reserve the right to use, transfer, sell, and share aggregated, anonymous data about our users as a group for any business purpose, such as analyzing usage trends and seeking compatible advertisers and partners.

In addition, as our business changes, we may buy or sell various assets. In the event all or a portion of the assets owned or controlled by SLIBS, or any subsidiary or affiliated entity are sold, assigned, transferred or acquired by another company, the information from and/or about our Site, Services or APP users may be among the transferred assets.

### **3. LOCAL DEVICE STORAGE**

The APP may place and/or store code or other types of information on your mobile or other device to control the display of ads, to track usage patterns, to deliver editorial content, to record registration and personalization information, and/or other purposes ("Local Device Storage"). For example, if You register on any part of the APP and are given the option to save Your user name and password, we may provide this convenience to You via Local Device Storage. Local Device Storage may also involve Your personally identifiable information.

Some of our advertisers may also use Local Device Storage or similar technologies in connection with Your mobile or other device and, if so, SLIBS bears no responsibility or liability in connection therewith.

If You don't want to be subject to Local Device Storage, Your mobile or other device may include an option that allows You to not accept it. However, if You disable Local Device Storage, some portions of the APP may not function properly.

### **4. INFORMATION SECURITY AND NOTIFICATION**

Because no data transmission is completely secure, and no system of physical or electronic security is impenetrable, SLIBS cannot guarantee the security of the information you send to us or the security of our servers or databases, and by using the Site, the Services, and/or the APP You agree to assume all risk in connection with the information sent to us or collected by us or transmitted by us to a health or medical professional of Your choosing and with Your permission. In the unlikely event that we believe that the security of Your information in our possession or control may have been compromised, we



may seek to notify You. If notification is appropriate, we may notify You through the APP or otherwise via Your mobile or other device.

## 5. KIDS AND PARENTS

**Neither the APP, nor the Services, nor the Site is intended for use by children, especially those under age 13. No one under age 13 is allowed to provide any personal information or use our public discussion areas, forums and chats. Minors between the ages of 13 and 17 must get the permission of their parent(s) or legal guardian(s) before purchasing the APP, or making purchases on or through, the APP.**

You are solely responsible for Your child's disclosure of data and information about themselves through use of the APP. Accordingly, You agree that SLIBS is not responsible for Your child's use of the APP or any consequences therefrom in any manner or to any extent.

No one under the age of eighteen (18) is permitted to access or use the APP without the permission of parent or legal guardian.

## 6. PRIVACY POLICY COORDINATOR

If You have any concerns or questions about any aspect of this Agreement, please feel free to contact us at [support@soundslikeibs.com](mailto:support@soundslikeibs.com)

## VI. INDEMNIFICATION

You agree to indemnify, defend and hold harmless SLIBS and its affiliates, and all of their respective officers, directors, managers, members, employees, agents, licensors, vendors, representatives, successors and assigns, from and against any and all claims, debts, demands, proceedings, losses, liabilities, damages, costs, charges and expenses (including court costs and attorneys' fees), directly or indirectly resulting from (i) Your use of the Site or the Services or the APP, and/or (ii) Your submission, (iii) Your failure to comply with this Agreement, any other agreement You have with SLIBS, and/or any applicable law, rule or regulation, and/or (iv) Your infringement or misuse of any of SLIBS's intellectual property, and/or (v) any such acts through Your use of the Site, the Services and/or the APP.

## VII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

**YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ACCESSING AND/OR USING THE SITE, THE SERVICES AND/OR THE APP SOLELY AT YOUR OWN RISK.**

**THE SITE, THE SERVICES, AND/OR THE APP CANNOT DIAGNOSE, CURE OR PREVENT ANY ILLNESS, SICKNESS, INFECTION, OR ANY OTHER PHYSICAL OR MENTAL AILMENT.**

**THE APP IS NOT A MEDICAL DEVICE. NEITHER THE SITE, NOR THE SERVICES NOR THE APP IS**



INTENDED TO BE USED WITH OR IN CONJUNCTION WITH ANY MEDICAL DEVICE.

THE SITE, THE SERVICES AND/OR THE APP ARE NOT A SUBSTITUTE OR REPLACEMENT FOR PROFESSIONAL, MEDICAL, PSYCHOLOGICAL, OR HEALTH ADVICE OR TREATMENT. YOU SHOULD ALWAYS SEEK ANY AND ALL PROFESSIONAL ADVICE AND TREATMENT FOR ANY ILLNESS, SICKNESS, INFECTION, DISEASE, OR ANY AILMENT.

THE SITE, THE SERVICES, AND/OR THE APP ARE NOT A SUBSTITUTE OR REPLACEMENT FOR ANY AND ALL MEDICAL AND/OR PSYCHOLOGICAL TESTING, DIAGNOSIS, EXAMINATION, OR PROCEDURES OF ANY KIND OR TO ANY EXTENT.

SLIBS CANNOT AND DOES NOT GUARANTEE THAT YOUR USE OF THE SITE, THE SERVICES, AND/OR THE APP WILL BE SUCCESSFUL IN ANY MANNER OR TO ANY EXTENT. THE RESULTS OF YOUR USAGE OF THE SITE, THE SERVICES, AND/OR THE APP MAY VARY WHEN COMPARED TO OTHER USERS OF THE SITE, THE SERVICES, AND/OR THE APP.

NEITHER SLIBS NOR ANY OF ITS AFFILIATED ENTITIES, OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, CAN GUARANTEE THE PROTECTION OF THE PRIVACY OF YOUR DATA OR INFORMATION THAT IS INPUTTED AND/OR TRANSMITTED TO, BY OR THROUGH THE SITE, THE SERVICES, AND/OR THE APP.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SLIBS IS PROVIDING THE SITE, THE SERVICES AND THE APP "AS-IS" AND WITHOUT REPRESENTATION OR WARRANTY, AND HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, RELIABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND/OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED OR TRANSMITTED BY THE SITE, THE SERVICES AND/OR THE APP. SLIBS, ITS AFFILIATES, AND ITS THIRD PARTY LICENSORS OR VENDORS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SITE, SERVICES OR THE APP WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE SITE, THE SERVICES AND/OR THE APP.

SLIBS MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION PRESENTED ON THE SITE OR TRANSMITTED BY THE SERVICES OR THE DATA AND INFORMATION SUBMITTED TO SLIBS BY ITS APP USERS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SLIBS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OR INJURIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR INJURIES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, SLIBS'S PROVIDING ACCESS TO AND/OR USE OF THE SITE, THE SERVICES, AND/OR THE APP, YOUR ACCESS TO OR INABILITY TO ACCESS THE SITE, THE SERVICES AND/OR THE APP,



**YOUR USE OR RELIANCE ON THE SITE, THE SERVICES AND/OR THE APP OR ANY MATERIAL INFORMATION AVAILABLE ON THE SITE, THE SERVICES AND/OR THE APP, OR CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, UNAUTHORIZED USE OF THE SITE OR THE SERVICES OR THE APP, LOST OR INACCURATELY ENTERED DATA, DELAY IN OPERATION OR TRANSMISSION, BREACH OF SECURITY OR PRIVACY, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE, OR SERVICES OR THE APP WHETHER AS A SENDER OR RECIPIENT, OR COMPUTER VIRUS OR OTHER HARMFUL COMPONENTS, EVEN IF SLIBS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, IN TORT, IN EQUITY OR OTHERWISE.**

**ALL SPECIFICATION, ILLUSTRATIONS, DRAWINGS, PARTICULARS, PERFORMANCE DATA AND OTHER INFORMATION ON THE SITE OR OTHERWISE MADE AVAILABLE BY SLIBS ARE INTENDED TO REPRESENT NO MORE THAN A GENERAL ILLUSTRATION OF THE SERVICES AND/OR THE APP AND DO NOT CONSTITUTE A WARRANTY OR REPRESENTATION BY SLIBS THAT THE SERVICES OR THE APP WILL CONFORM WITH THE SAME.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**NOTWITHSTANDING THE FOREGOING, SLIBS'S LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE LESSER OF (A) THE AMOUNT OF MONEY ACTUALLY RECEIVED BY SLIBS FROM YOU IN CONNECTION WITH YOUR USE OF THE SERVICES OR THE APP, OR (B) US \$100.**

**YOU HEREBY AGREE TO RELEASE SLIBS, ITS AFFILIATES AND THIRD-PARTY LICENSORS OR VENDORS, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, CONTINGENT AND NON-CONTINGENT, TANGIBLE AND INTANGIBLE, CHOATE AND INCHOATE (COLLECTIVELY, "CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, AND INTERACTION WITH, IN ANY MANNER OR TO ANY EXTENT, THE SITE, THE SERVICES OR THE APP.**

#### **VIII. ENDING YOUR RELATIONSHIP WITH SLIBS**

SLIBS has the right to terminate and/or suspend your ability to access and use the Site, the Services, and/or the APP or any portion thereof, for any or no reason, without notice. Upon such termination and/or suspension, all licenses and rights to access or use the Site, the Services, and/or the APP shall immediately terminate and You will immediately cease any further usage of the APP, the Site and the Services.

You may terminate your relationship with SLIBS at any time by requesting closure of your User Account, ceasing to use the Site, the Services, and the APP and canceling any recurring payments



## IX. GENERAL

This Agreement, together with the SLIBS Privacy Policy, constitute the entire agreement between You and SLIBS with respect to Your use of the SLIBS Site, the Services, and the APP and replace any prior agreements between You and SLIBS with respect to the SLIBS Site, the Services and the APP.

If any provision of this Agreement (or part of it), is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and shall not affect the legality, validity or enforceability of the remainder of this Agreement.

The failure by SLIBS to exercise, or delay in exercising, a legal right or remedy provided by this Agreement or by law shall not constitute a waiver of SLIBS's rights or remedies. If SLIBS waives a breach of this Agreement, this shall not operate as a waiver of a subsequent breach of this Agreement.

You may not assign this Agreement or any rights or obligations contained in it or the SLIBS Privacy Policy. SLIBS may, without prior notice, assign this Agreement or any rights or obligations contained in it and/or the SLIBS Privacy Policy to any third party.

Any provision, which is expressed or clearly intended to survive or operate in the event of termination, shall survive termination of this Agreement.

You acknowledge and agree that if SLIBS is unable to provide access to the Site, the Services, and/or the APP as a result of a force majeure event, SLIBS will not be in breach of any of its obligations towards you under this Agreement. A force majeure event means any event beyond the control of SLIBS.

## X. EXPORT RESTRICTIONS

The Services may be subject to international rules that govern the export of software. You shall comply with all applicable international and national laws that apply to the Services as well as end-user, end-use, destination restrictions issued by national governments or similar bodies, and restrictions on embargoed nations. In the US the Internet Communications Software is controlled under ECCN 5D992 of the Export Administration Regulations ("EAR") under Encryption Registration Number ("ERN") R100351 and thus may not be exported or re-exported from the United States to or downloaded by any person in any countries controlled for anti terrorism reasons under the EAR, which include Iran, North Korea, Cuba, Syria and Sudan. Moreover, the Internet Communications Software may not be exported or re-exported from the United States to or downloaded by any person or entity subject to United States sanctions regardless of location. See [www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm](http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm) and EAR Part 736. SLIBS is making the Services and/or the APP available to You for download only on the condition that You certify that You are not such a person or entity and that the download is not otherwise in violation of United States or any other jurisdiction's export control and sanctions or regulations.





## **XI. HOW TO CONTACT SLIBS**

To contact SLIBS in relation to the SLIBS Site or Services or the APP or “SLIBS” branded Products, please submit a support request to [support@soundslikeibs.com](mailto:support@soundslikeibs.com)

If You contact SLIBS by any means other than as set out herein, Your request may not be acknowledged.

## **XII. GOVERNING LAW; JURISDICTION and VENUE**

This section shall govern in the event the Safe Harbor Protocol in the Privacy Policy is inapplicable or rendered moot.

This Agreement and any claims or disputes for all purposes related to access and/or use of the Site, the Services, and/or the APP will be governed by and construed in accordance with the laws of England and Wales. Such laws shall exclude any conflict of law provisions. All actions or proceedings based on or relating to Site, the Services and/or the APP, or alleging a breach of this Agreement will be subject to the exclusive jurisdiction of a competent court located in those jurisdictions; provided, however, that in SLIB's discretion such an action may be heard in some other place designated by it if necessary to acquire jurisdiction over third persons so that the dispute can be resolved in one action. You hereby agree to appear in any such action, consent to the jurisdiction of such courts, and waive any objections You might have as to jurisdiction or venue in any such court. You knowingly and willingly waive Your respective right to a trial by jury in any actions or proceedings under or relating to Your access and/or use of the Site, the Services and/or the APP.

You agree that the prevailing Party in any such action or proceeding shall be entitled to recover reasonable attorneys' fees and all costs incurred by such Party in the course of prosecuting or defending any action or proceeding brought under this Agreement.