

Visual Vocal
Terms of Service
Last Updated: October 10, 2016

PLEASE READ THESE TERMS OF SERVICE (THE “**TERMS**”) CAREFULLY. THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS BETWEEN 30 60 90 CORPORATION (“**VISUAL VOCAL**”, “**US**”, “**OUR**”, AND “**WE**”) AND YOU THAT GOVERN YOUR USE OF THIS WEBSITE AND ANY OTHER WEBSITES OF VISUAL VOCAL (COLLECTIVELY, THE “**WEBSITE**”), OUR MOBILE APPLICATION CALLED “VISUAL VOCAL” (THE “**APP**”) AND THE SERVICES OFFERED THROUGH THE WEBSITE AND APP (COLLECTIVELY WITH THE WEBSITE AND APP, THE “**SERVICES**”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE OR DOWNLOADING THE APP, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH VISUAL VOCAL, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THESE TERMS. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

FOR USERS OUTSIDE THE EUROPEAN UNION (“EU”): PLEASE BE AWARE THAT SECTION 17 OF THESE TERMS, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THESE TERMS. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

FOR USERS OUTSIDE THE EU: ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF WASHINGTON, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THESE TERMS.

You should print a copy of these terms or save them to your computer for future reference.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms or will be presented to you for your acceptance when you sign up to use the supplemental Service.

The Supplemental Terms are incorporated by reference into these Terms. If these Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service.

PLEASE NOTE THAT THESE TERMS ARE SUBJECT TO CHANGE BY VISUAL VOCAL FROM TIME TO TIME. When changes are made, Visual Vocal will make a new copy of these Terms available on the Website and within the App and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website or within the App. We will also update the “Last Updated” date at the top of these Terms. If we make any material changes, and you have registered with us to create an Account (as defined below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to these Terms. Any changes to these Terms will be effective immediately for new users of the Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing users, provided that any material changes shall be effective for users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes such users. Visual Vocal may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

In connection with your use of the Services, we will collect voice recordings that you make using the Services as well as “gaze” information (i.e., information regarding the direction your head is pointed when using the App), and will use and disclose this information in accordance with our Privacy Policy <http://visualvocal.com/privacy>. You expressly consent to such collection, use and disclosure of such information. This information will be “Your Content” for purposes of these Terms.

1. Use of the Services

1.1 Application License. Subject to these Terms, Visual Vocal grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license, solely for your own personal or internal business purposes, (a) to download, install and use a copy of the App on a compatible device that you own or control and to run such copy of the App, and (b) to use the other aspects of the Services. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store or Google Play Store (each an “**App Store**” and references to the App Store include the corporate entity and its subsidiaries making the App Store available to you), you agree to comply with all applicable third party terms of the App Store (the “**Usage Rules**”) when using the App. To the extent the terms of these Terms provide for usage rules that are less restrictive than or otherwise in conflict with the Usage Rules, the more restrictive term applies. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. You acknowledge and agree that during any Beta or early release of the App, you may be required to download the TestFlight mobile application (<https://developer.apple.com/testflight/>) before being able to download the App, which is installed from the TestFlight mobile application. You further acknowledge and agree that your

use of such Beta or early release of the App is subject to the terms and conditions of the TestFlight mobile application.

1.2 App Stores. You acknowledge and agree that the availability of the App and the Services is dependent on the third party from whom you received the App license, e.g., the App Store. You acknowledge that these Terms are between you and Visual Vocal, and not with the App Store. Visual Vocal, not the App Store, is solely responsible for App and Services, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless network, and you

agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with App or Services. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the App or Services. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of these Terms and will have the right to enforce them.

1.3 Open-Source Software. Certain software code incorporated into or distributed with the Services may be licensed by third parties under various "open-source" or "public-source" software licenses (such as the GNU General Public License, the GNU Lesser General Public License, the Apache License, the Berkeley Software Distribution License, and the MIT License) (collectively, the "**Open Source Software**"). Notwithstanding anything to the contrary in these Terms, the Open Source Software is not licensed under Section 1.1 and instead is separately licensed pursuant to the terms and conditions of their respective open-source software licenses. You agree to comply with the terms and conditions of such open-source software license agreements.

1.4 Accessing and Downloading an App Store Sourced Application. The following applies to any App Store Sourced Application:

(a) You acknowledge and agree that (i) these Terms are concluded between you and Visual Vocal only, and not Apple, and (ii) Visual Vocal Labs, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Visual Vocal and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Visual Vocal.

(d) You and Visual Vocal acknowledge that, as between Visual Vocal and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced

Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Visual Vocal acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Visual Vocal and Apple, Visual Vocal, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

(f) You and Visual Vocal acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce

these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

1.5 Updates. You understand that the Services are evolving. As a result, Visual Vocal may require you to accept updates to the Services that you have installed on your device. You acknowledge and agree that Visual Vocal may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services. You agree that Visual Vocal is not obligated to create or provide any corrections, updates, upgrades, bug fixes, and/or enhancements of the Services

1.6 Modification. Visual Vocal reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that neither Visual Vocal nor its licensors or suppliers will be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

1.7 No Support or Maintenance; Updates. You acknowledge and agree that Visual Vocal will have no obligation to provide you with any support or maintenance in connection with the Services.

1.8 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, (b) you shall not frame or utilize framing techniques to enclose any trademark or logo of Visual Vocal or other portion of the Services (including images, text, page layout or form); (c) you shall not use any metatags or other "hidden text" using Visual Vocal's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website (except that we grant the operators of public search

engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access Services in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to these Terms. Visual Vocal, its suppliers and service providers reserve all rights not granted in these Terms. Any unauthorized use of the Services terminates the licenses granted by Visual Vocal pursuant to these Terms.

1.9 Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Visual Vocal to monitor such materials and that you access these materials at your own risk.

1.10 Administrators. If you sign up for the Services via an invite from one of our enterprise customers (each a “**Customer**”), you agree that the project owner selected by such Customer (“**Project Owner**”) may be able to control certain of your Account settings, such as permissions. You hereby grant such Customer and the Project Owner permission to access, use, download, export, disclose, share, restrict and/or remove Your Content (defined below).

You also acknowledge and agree that a Customer or Project Owner may restrict or terminate your access to your Account, Your Content or the Services. Upon termination of the applicable Customer’s rights to use the Services, your use of the Services will automatically terminate.

2. Registration

2.1 Registering Your Account. In order to access certain features of the Services, you may be required to register for an Account (“**Account**”) by following the instructions in the App or on the Website.

2.2 Registration Data. In registering for an Account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**” or “**Profile Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Visual Vocal immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or Visual Vocal has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Visual Vocal has the right to suspend or terminate your Account and refuse any and all current or future use of Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself, provided, however, that Project Owners may invite people to create Accounts on behalf of others. You agree not to create an Account or use Services if you have been previously removed by Visual Vocal, or if you have been previously banned from any of the Visual Vocal services.

2.3 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Visual Vocal.

2.4 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services. Notwithstanding the foregoing, Visual Vocal may provide a hardware device (i.e., a simple snap-on VR lens viewer attachment) to enable your use of the Services (“**Device**”). Visual Vocal makes no warranties regarding the Device and will not be liable to you or any third party for your use of or inability to use the Device.

3. Responsibility for Content

3.1 Types of Content. You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Services (“**Content**”), is the sole responsibility of the party from whom such Content originated. This means that you, and not Visual Vocal, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through the Services (“**Your Content**”), and that you and other users of the Services, and not Visual Vocal, are similarly responsible for all Content they Make Available through the Services (“**User Content**”).

3.2 No Obligation to Pre-Screen Content. You acknowledge that Visual Vocal has no obligation to pre-screen Content (including, but not limited to, User Content), although Visual Vocal reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into these Terms, you hereby provide your irrevocable consent to such monitoring. In the event that Visual Vocal pre-screens, refuses or removes any Content, you acknowledge that Visual Vocal will do so for Visual Vocal’s benefit, not yours. Without limiting the foregoing, Visual Vocal shall have the right to remove any Content that violates these Terms or is otherwise objectionable.

3.3 Storage. Unless expressly agreed to by Visual Vocal in writing elsewhere, Visual Vocal has no obligation to store any of Your Content that you Make Available on the Services. Visual Vocal has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Visual Vocal retains the right to create reasonable limits on Visual Vocal’s use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website or App and as otherwise determined by Visual Vocal in its sole discretion.

3.4 Social Networking Pages. If you post content on or through Visual Vocal’s social networking pages, those postings are, by default, public such that anyone who visits such pages will be able to see such content. Visual Vocal reserves the right (but has no obligation) to

respond to or remove such postings and to use such postings in accordance with this Terms and our Privacy Policy.

4. Ownership

4.1 Services. Except with respect to Your Content and User Content, you agree that Visual Vocal and its suppliers own all rights, title and interest in the Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.



4.2 Trademarks. The Company name, the terms 30 60 90®, Visual Vocal®, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

4.3 Other Content. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the Services.

4.4 Your Content. Visual Vocal does not claim ownership of Your Content. However, when you as a user post or publish Your Content on or in the Services, you represent that you own and/or have sufficient rights in Your Content to grant the rights in Your Content as contemplated by these Terms.

4.5 License to Your Content. You grant Visual Vocal a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of

operating and providing the Services to you and to our other users. Please remember that other users may see Your Content that you submit to the Services. You agree that you, not Visual Vocal, are responsible for all of Your Content that you Make Available on or in Services.

4.6 Username. Notwithstanding anything contained herein to the contrary, by Making Available Your Content on or in the Services, you hereby expressly permit Visual Vocal to identify you by your username or user ID (which may be a pseudonym) as the contributor of Your Content within the Services.

4.7 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Visual Vocal (“**Feedback**”) is at your own risk and that Visual Vocal has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Visual Vocal a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to

sublicense the foregoing rights, in connection with the operation and maintenance of the Services.

5. User Conduct. As a condition of use, you agree not to use the Services for any purpose that is prohibited by these Terms or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) Make Available any Content on or through Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Visual Vocal's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Visual Vocal; (vi) interferes with or attempt to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by these Terms; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Services.

6. Investigations. Visual Vocal may, but is not obligated to, monitor or review the Services and Content at any time. Without limiting the foregoing, Visual Vocal shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates these Terms or any applicable law. Although Visual Vocal does not generally monitor user activity occurring in connection with the Services or Content, if Visual Vocal becomes aware of any possible violations by you of any provision of these Terms, Visual Vocal reserves the right to investigate such violations, and Visual Vocal may, at its sole discretion, immediately terminate your license to use the Services, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

7. Interactions with Other Users

7.1 User Responsibility. You are solely responsible for your interactions with other users and any other parties with whom you interact; provided, however, that Visual Vocal reserves the right, but has no obligation, to intercede in such disputes. You agree that Visual Vocal will not be responsible for any liability incurred as the result of such interactions.

7.2 Content Provided by Other Users. The Services may contain User Content provided by other users. Visual Vocal is not responsible for and does not control User Content. Visual Vocal has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

8. Third-Party Websites, Applications & Ads. The Services may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**") and advertisements for third parties ("**Third-Party Ads**"). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another

website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Visual Vocal. Visual Vocal is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. Visual Vocal provides these Third-Party Websites, Third-Party Applications and Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or their products or services. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

9. Fees. Unless otherwise agree to in a separate agreement between you and Visual Vocal, there is no charge for access to and use of the Services by users. However, Visual Vocal reserves the right to charge fees for access to and use of all or portions of the Services at a later date.

10. Indemnification. You agree to indemnify and hold Visual Vocal, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**Visual Vocal Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Service; (c) your violation of these Terms; (d) your violation of any rights of another party, including any users; or (e) your violation of any applicable laws, rules or regulations. Visual Vocal reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Visual Vocal in asserting any available defenses. This provision does not require you to indemnify any of the Visual Vocal Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, these Terms or your access to the Services.

11. Disclaimer of Warranties and Conditions

11.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. THE VISUAL VOCAL PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY (OR SATISFACTORY QUALITY), FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(a) THE VISUAL VOCAL PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. VISUAL VOCAL MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VISUAL VOCAL OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, VISUAL VOCAL MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT VISUAL VOCAL'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

11.2 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT VISUAL VOCAL DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES.

12. Limitation of Liability

12.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT

SHALL THE VISUAL VOCAL PARTIES BE LIABLE FOR:

- (a) ANY LOSS OF PROFITS, REVENUE OR DATA; OR
- (b) ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES

ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT VISUAL VOCAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, OR ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A VISUAL VOCAL PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A VISUAL VOCAL PARTY'S NEGLIGENCE; (B) ANY INJURY CAUSED BY A VISUAL VOCAL PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY ENGLISH OR EU LAW.

12.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE VISUAL VOCAL PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO VISUAL VOCAL BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY (OR IF NO SUCH FEES ARE PAID, THEN ONE HUNDRED DOLLARS (\$100) AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. NEITHER SECTION 12.1 NOR THE CAP ON LIABILITY IN THIS SECTION 12.2 SHALL APPLY TO LIABILITY OF A VISUAL VOCAL PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A VISUAL VOCAL PARTY'S NEGLIGENCE; (B) ANY INJURY CAUSED BY A VISUAL VOCAL PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY ENGLISH OR EU LAW.

12.3 User Content. EXCEPT FOR VISUAL VOCAL'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN VISUAL VOCAL'S PRIVACY POLICY, VISUAL VOCAL ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

12.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VISUAL VOCAL AND YOU.

13. Procedure for Making Claims of Copyright Infringement. It is Visual Vocal's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Visual Vocal by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

14. Violations. If Visual Vocal becomes aware of any possible violations by you of these Terms, Visual Vocal reserves the right to investigate such violations. If, as a result of the investigation, Visual Vocal believes

that criminal activity has occurred, Visual Vocal reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Visual Vocal is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including Your Content, in Visual Vocal's possession in connection with your use of the Services, to (1) comply with applicable laws, legal process or governmental request; (2) enforce these Terms, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or

personal safety of Visual Vocal, its users or the public, and all enforcement or other government officials, as Visual Vocal in its sole discretion believes to be necessary or appropriate.

15. Term and Termination. Subject to this Section, these Terms will remain in full force and effect while you use the Services. You may terminate your Account at any time, for any reason, by following the instructions on the App or the Website or uninstalling the App. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of any data associated with your Account from our live databases. Neither Visual Vocal nor its suppliers or licensors will have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of such data. You acknowledge and agree that upon termination of the applicable Customer's rights to use the Services, your use of the Services will automatically terminate. Even after your rights under these Terms are terminated, all provisions of these Terms which by their nature should survive, will survive, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

16. International Users. The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Visual Vocal intends to announce such Services or Content in your country. The Services are currently controlled and offered by Visual Vocal primarily from its facilities in the United States of America. Visual Vocal makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

17. DISPUTE RESOLUTION FOR USERS OUTSIDE THE EU. *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Visual Vocal and limits the manner in which you can seek relief from us.*

17.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Services, or to any aspect of your relationship with Visual Vocal, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Visual Vocal may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of these Terms or any prior version of these Terms.**

IF YOU AGREE TO ARBITRATION WITH VISUAL VOCAL, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST VISUAL VOCAL ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST VISUAL VOCAL IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON

SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.

17.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Corporation Service Company, 2711 Centerville Rd, Suite 400, Wilmington DE 19808. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Visual Vocal will pay them for you. In addition, Visual Vocal will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Visual Vocal will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

17.3 Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Visual Vocal. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

17.4 Waiver of Jury Trial. YOU AND VISUAL VOCAL HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Visual Vocal are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is

no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

17.5 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 18.7.

17.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Visual Vocal, 223 Yale Ave N, Seattle, WA 98109 or the following email address: legal@visualvocal.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

17.7 Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

17.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Visual Vocal.

17.9 Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Visual Vocal makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Visual Vocal.

18. General Provisions.

18.1 Electronic Communications. The communications between you and Visual Vocal use electronic means, whether you visit the Services or send Visual Vocal e-mails, or whether Visual Vocal posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Visual Vocal in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Visual Vocal provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

18.2 Release. You hereby release the Visual Vocal Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Services, including but not limited to, any interactions with or conduct of other

users or third-party websites of any kind arising in connection with or as a result of these Terms or your use of the Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor. The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Visual Vocal Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

18.3 Assignment. These Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Visual Vocal's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

18.4 Force Majeure. If a Force Majeure event occurs that affects Visual Vocal's performance of its obligations under these Terms: (a) Visual Vocal will contact you as soon as reasonably possible to notify you; and (b) Visual Vocal's obligations under these Terms will be suspended and the time for Visual Vocal's performance of its obligations will be extended for the duration of the Force Majeure event. You may cancel the Services affected by a Force Majeure event which has continued for more than thirty (30) days. To cancel please contact Visual Vocal.

18.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at:support@visualvocal.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

18.6 Governing Law and Jurisdiction.

THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF WASHINGTON, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS

CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS. TO THE EXTENT THE PARTIES ARE PERMITTED UNDER THESE TERMS TO INITIATE LITIGATION IN A COURT, EACH PARTY IRREVOCABLY AGREES THAT THE COURTS OF THE STATE OF WASHINGTON SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER OR FORMATION (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS).

FOR USERS IN THE EU: IF YOU ARE RESIDENT IN THE EU, THE TERMS OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE EU COUNTRY IN WHICH YOU LIVE. YOU MAY THEREFORE BRING A CLAIM TO ENFORCE YOUR CONSUMER PROTECTION RIGHTS IN CONNECTION WITH THESE TERMS IN THE COURTS OF SUCH EU COUNTRY.

18.7 Choice of Language. It is the express wish of the parties that the Terms and all related documents have been drawn up in English. These Terms, and any contract between us, are only in the English language. C'est la volonté expresse des parties que la presente convention ainsi que les documents qui s'y rattachent soient rediges en anglais.

18.8 Notice. Where Visual Vocal requires that you provide an e-mail address, you are responsible for providing Visual Vocal with your most current e-mail address. In the event that the last e-mail address you provided to Visual Vocal is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Visual Vocal's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Visual Vocal at the following address: Visual Vocal, 223 Yale Ave N, Seattle, WA 98109 or the following email address: legal@visualvocal.com. Such notice shall be deemed given when received by Visual Vocal by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

18.9 Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18.10 Severability. If any portion of these Terms is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

18.11 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Visual Vocal are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Visual Vocal products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

18.12 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

18.13 Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

19. International Provisions. The following provisions shall apply only if you are located in the countries listed below.

19.1 United Kingdom. A third party who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Terms, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

19.2 Germany. Notwithstanding anything to the contrary in these Terms, Visual Vocal is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).