

TERMS & CONDITIONS

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1. By enrolling in and using the App, you must agree to our terms and conditions (“Terms and Conditions,” “Terms of Use,” or “Agreement”) that contain many things that you should carefully review. By using the App, making a purchase (whether through the App or otherwise) (hereafter collectively “order” or purchase”), or making an inquiry about any matter pertaining to Sound Advice, you (“You” or “Your”) agree to the terms and conditions provided herein. If you do not wish to agree to the Terms and Conditions, please refrain from using the App or making any inquiries with Sound Advice.

2. Sound Advice reserves the right to change these Terms of Use in Sound Advice’s sole discretion, without prior notice to You. Sound Advice requests that You periodically review our Terms of Use to stay informed of any changes. If Sound Advice amends our Terms of Use and You continue to use the App, make a purchase, or make an inquiry pertaining to Sound Advice, You are agreeing to the Terms of Use as updated.

3. This Agreement sets forth the terms and conditions that apply to the use of this App and also governs all aspects of the relationship between You and Sound Advice. By using this App or making an inquiry with Sound Advice, You agree to comply with all of the terms and conditions herein. You understand that sometimes there are interruptions in service or events (whether on the App or otherwise) that are beyond the control of Sound Advice, and Sound Advice shall not be responsible for any losses stemming from such occurrences or otherwise. You acknowledge and agree that due to circumstances both within and outside of the control of Sound Advice, access to the App may be interrupted, or terminated from time to time. SoundAdvice retains the right, at any time, to change, modify in any way, or discontinue any aspect of the App, including, but not limited to availability and/or content.

4. Sound Advice reserves the right at any time to terminate or alter any of our Terms of Use in Sound Advice’s sole discretion, without prior notification to You. Again, Sound Advice requests that You periodically review these important terms of Use to stay informed of any changes. If Sound Advice changes its Terms of Use and You continue to use the App or make inquiries with Sound Advice, You are agreeing to the Terms of Use, regardless of any amendments. In no way, shall Sound Advice be liable for any damages resulting from use of the App, including, but not limited to Your equipment. All usage on this App must comply with the Terms of Use. Sound Advice strictly requires that all usage of the App be for lawful purposes only. Any conduct by You that, in Sound Advice's sole determination, is unlawful or offensive may result in Sound Advice’s banning Your use of the App. You also agree not to use Sound Advice’s App or content therein, for advertisement purposes in any way without the express written consent of Sound Advice.

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11. LIMITATION OF LIABILITIES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE, OUR

AFFILIATES, ANY OF OUR THIRD PARTIES, AND ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE FROM, REGARD OR RELATE TO, OR RESULT FROM THE ACCESS TO, USE OF (OR INABILITY TO ACCESS OR USE), OR AVAILABILITY OF (OR LACK THEREOF) THE DIGITAL PLATFORMS, SERVICES, OR PRODUCTS, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT WE MAY RELY ON THE PAYMENT DETAILS, INSTRUCTIONS, AND RECIPIENT DETAILS THAT YOU PROVIDE AND THAT WE, OUR AFFILIATES, AND OUR THIRD PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES FOR RESOLVING PAYMENT DISPUTES OR OTHER DISPUTES REGARDING SENDING, RECEIVING, OR REQUESTING MONEY THROUGH THE PRODUCTS WE OFFER.

12. You may not transfer or assign any rights or obligations You have under these Terms and Conditions without Sound Advice's explicit prior written consent. Sound Advice reserves the right to transfer or assign any rights it possesses or may possess under these terms and conditions at any time.

13. **BINDING INDIVIDUAL ARBITRATION.** Do not use the App, use the services or make an inquiry with Sound Advice if you do not agree to all of these terms and conditions, including this paragraph. “Dispute” means any dispute, claim, or controversy between You and any Sound Advice regarding any issue whether based in contract, regulation, ordinance, statute, tort (including, but not limited to negligence fraud, misrepresentation, fraudulent, or inducement), or any other legal or equitable theory, and includes the validity, enforceability or scope of this paragraph. “Dispute” is to be given the broadest and widest possible meaning. You agree to seek resolution of the Dispute in accordance with the terms of this paragraph, and not litigate any Dispute in court, except as provided herein. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

A. YOU AND SOUND ADVICE AGREE THAT ANY CLAIM FILED BY YOU OR BY SOUND ADVICE IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS PARAGRAPH.

B. CLASS ACTION WAIVER. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND SOUNDADVICE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

C. Initiation of Arbitration Proceeding/Selection of Arbitrator. If You or Sound Advice elect to proceed with arbitration, the party initiating the arbitration proceeding may initiate it only with the American Arbitration Association (“AAA”). The terms of this paragraph govern in the event they conflict with the rules of the arbitration organization selected by the parties.

D. Arbitration Procedures. The Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes (“Supplementary Procedures”) shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA’s Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. **Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.**

E. The arbitration will take place in Chicago, Illinois. Illinois law will govern all disputes, without regard to conflict of law principles.

F. If any clause within this paragraph 13, except 13(b), is found to be unenforceable, that clause will be severed from this paragraph, and the remainder will be given full force and effect. If 13(b) clause is found to be unenforceable, this entire paragraph 13 will be unenforceable, and the dispute will be decided by a court in Hammond, Indiana. You and the SoundAdvice agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.

G. This Section 13 shall survive any termination of these terms and conditions, or Your relationship with SoundAdvice.

H. DO NOT USE SOUND ADVICE’S APP IF YOU DO NOT AGREE TO THIS PARAGRAPH.

14. You agree to defend, indemnify and hold harmless Sound Advice, its respective officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the App by You, or if You place an order with Sound Advice or if You make an inquiry with Sound Advice.

15. You agree that by using our App you have agreed to not only this paragraph, but all terms and conditions herein. Do not use our App if you do not agree. You acknowledge that although Sound Advice strives to maintain safeguards to protect Your personal data, Sound Advice cannot ensure the security or privacy of information You provide through the Internet. You agree to release us, any parent, any subsidiaries and affiliated entities and ours and their shareholders, officers, directors, employees and agents, successors and assigns from all claims, demands, damages, losses, liabilities of every kind, known and unknown, direct and contingent, disclosed and undisclosed, arising out of or in any way related to the theft, release, or use of such information by third parties, including, but not limited to a data breach. If you are a California resident, you waive California Civil Code Section 1542, which says: 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.

16. Cookies. Sound Advice uses cookies, web beacons, and other technologies to obtain and store certain information whenever You interact with the App. This information is gathered so as to assist us in making our App function at a high level and also to help us in our marketing and business efforts. In order to improve on our customer experience, Sound Advice also uses this information for

reporting and analysis purposes.

17. Sound Advice uses Your information for multiple purposes including, but not limited to sales and sales fulfillment, marketing, internal operations, preventing fraud, and other legal compliance issues. We may share Your information within SoundAdvice, with outside entities that provide Sound Advice services (including marketing), with others when complying with legal obligations, and with You upon request. Sound Advice maintains technical, administrative, and physical safeguards to protect Your information. By interacting with Sound Advice, You agree to the collection of and use of Your data that is collected in these Terms of Use.
18. By providing Sound Advice Your telephone number(s), including but not limited to mobile telephone numbers, You agree that Sound Advice may contact You for any reason in its discretion, including but not limited to customer service and marketing communications. Such methods of contact may include, but is not limited to SMS messages (i.e., text messages.) By providing Your address(es), including electronic mail addresses, You agree that Sound Advice may contact You for any reason in its sole discretion. Should You wish to no longer receive messages from Sound Advice, please e-mail Sound Advice at info@soundadvice.ai and request to be removed from Sound Advice's contact list.
19. These Terms and Conditions constitute the entire understanding and agreement between Sound Advice and You with respect to the subject matter hereof. No waiver by either Sound Advice or You of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. Any paragraph headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.

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