

## TERMS & CONDITIONS

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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. Sound Advice 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.
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14. 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.

15. **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.**

16. 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.

17. 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, know 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.

18. 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.
  
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21. These Terms and Conditions, the Investment Advice Agreement and our Privacy Policy constitute the entire agreement between you and Sound Advice with respect to the Application and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application. The Investment Advice Agreement and Privacy Policy also govern and apply to your use of the App and are incorporated herein by reference.