

Terms of Service

These Terms of Service(Terms) govern your use of the website at www.soundauth.com, or any associated websites (www.soundauth.io), webpages and developer portal (www.soundauth.dev) (collectively, the “Services”) offered by Trillbit, Inc. (“we”, “us”, or “our”). Customer here means any individual, company or legal entity using SoundAuth services.

By using the Services, including using our developer portal of SoundAuth, you signify your agreement to be bound by these Terms. From time to time, we may modify these Terms. By continuing to use the Services, you agree to the amended Terms of Use. If you do not agree to all of the terms and conditions of these Terms, do not use the Services. If you are agreeing to be bound by these Terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms. If you do not have the requisite authority, you may not accept these Terms or use the Website on behalf of your employer or other entity.

1. ELIGIBILITY

You must be at least 18 or older and of legal age to form a binding agreement or, if you are not of age to form a legally binding agreement, have your parent or guardian’s consent, to access or use the Services. SoundAuth assumes no responsibility or liability for any misrepresentation of your age. Our Service is not directed to children who are under the age of 16. SoundAuth does not knowingly collect Personal Data from children under the age of 16. If you have reason to believe that a child under the age of 16 has provided Personal Data to SoundAuth through the Service please contact us and we will endeavor to delete that information from our databases.

2. PRIVACY

You hereby consent to the collection and use of your personal information for the provision of services. All information collected is subject to our [Privacy Policy](#), which is hereby incorporated into and is an integral part of these Terms.

3. USE AT YOUR OWN RISK

Your use of the Services is solely at your own risk. Without limiting any other terms of these Terms of Use, we do not make any representations, warranties or promises about the accuracy, reliability or effectiveness of any of the Services' functions or services,

4. INTELLECTUAL PROPERTY RIGHT

You agree that all services provided are the property of SoundAuth, including without limitation trademarks, service marks, trade names, images, audio, text, software, designs and the "look and feel" of the Services (collectively, "Content"). The Services are protected by applicable copyright, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, recompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Website pursuant to these Terms or you shall not use our Content without our express written permission. SoundAuth owns all right, title, and interest in and to the Services and other intellectual property rights

5. ACCEPTABLE USE

You agree not to use Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the services in any way that could damage the services of SoundAuth. You may not falsify your claims in connection with your use of the Services, such as sharing a false test result

6. Payment of Fees

6.1 The customer agrees to pay SoundAuth (or its authorized representative) all fees according to the currency and payment terms listed in the corresponding Order Form or commercial agreement or invoices. SoundAuth's fees do not include taxes, and the customer must pay any relevant sales, use, VAT, GST, excise, withholding, or similar taxes or charges, except for taxes based on SoundAuth's income. Payments are final, non-refundable, and non-transferable, unless specified in this Agreement. All undisputed fees are payable in United States dollars, unless otherwise agreed to in writing between the parties.

6.2 If the customer chooses to pay with a credit card, they are solely responsible for either (a) enabling automatic charging on their payment method, or (b) ensuring that their payment method has sufficient funds to cover all fees due. If the customer's account has a negative balance, SoundAuth reserves the right to suspend access to the Service.

6.3 If the customer opts for invoices and deferred payment as agreed by SoundAuth (or its authorized representative), invoices will be sent via email in accordance with the Order Form. Unless stated otherwise in an Order Form, the customer must pay all undisputed fees within thirty (30) days of the invoice date. If the customer fails to pay undisputed fees within fifteen (15) business days of written notice, SoundAuth may impose and the customer agrees to pay a late fee of 2% per month or the maximum allowed by law, whichever is lower.

6.4 The customer must notify SoundAuth in writing of any invoice dispute in good faith within thirty (30) days of the invoice date and assist in resolving the dispute. If the parties are unable to resolve the dispute within fifteen (15) days of the customer's notice, each party has the right to seek any available remedies under this Agreement, at law or in equity, regardless of any restrictions stated in this Agreement regarding payment disputes. To clarify, any undisputed amounts must be paid in full according to this section.

7. Termination

7.1 This Agreement is valid for the Service Term and will automatically renew for equal length periods, unless either party gives thirty (30) days prior notice of termination. If the Service Term is not specified in the Order Form or during the customer's registration, this Agreement will continue until either party terminates it with thirty (30) days written notice or as stated in Section 7.2.

7.2 Either party may terminate this Agreement with thirty (30) days notice (or immediately in case of nonpayment or violation of Section 5) if the other party breaches any terms of this Agreement and the breach remains uncured during the notice period. SoundAuth may also temporarily restrict customer's or any user's access to the Services if there is a reasonable belief that the use of the Services violates this Agreement or poses risk to SoundAuth or others. Upon termination, the customer's right to use the Services will immediately cease, all outstanding fees for the entire Service Term will become due and payable, the customer must return (or SoundAuth may destroy) all software, and both parties must return each other's proprietary information. The provisions in sections 3, 4, 5, 6, 7, 8, 9, 11, 12 will remain in effect after expiration or termination of this Agreement.

8. SUBMISSIONS

You are not required to provide SoundAuth with ideas, suggestions or feedback regarding the website and app. However, if we receive any ideas, suggestions, correction, improvement, enhancement, images, drawings, graphics, innovations, concepts, recommendations, or similar materials ("Submissions") you agree that the Submissions are not confidential and we assume no obligation, expressed or implied, by using them. You hereby grant SoundAuth a royalty-free, non-exclusive, irrevocable, worldwide license to copy, disclose, reproduce, republish, modify, distribute, display, perform, transmit, sell, or otherwise use your it for commercial or non-commercial purposes in any manner and medium.

9. PROHIBITED CONDUCT

You agree to abide by all applicable laws and not to (a) upload, transmit, post, email, or otherwise make available to the Services any material in any format that (i) is false, inaccurate,

misleading, fraudulent, unlawful, harmful, threatening, tortious, defamatory, vulgar, invasive of another's privacy, or libelous; (ii) infringes any third party's intellectual property or other proprietary right or rights of publicity or privacy; or (iii) contains viruses, worms, Trojan horses, time bombs, corrupted files, or any other software or programs designed to interrupt, interfere, intercept, expropriate, destroy or limit the functionality of the Services or any computer software or hardware or equipment associated with the Services; (b) alter, remove, obscure or falsify any attributions or other proprietary designations of origin or source of the Services; (c) impersonate any person or entity; (d) attempt, through any means, to gain unauthorized access to the Services in a way not intended by us or for any unlawful purpose; (e) use any robot, scraper, spider, or any other automatic device or manual process to monitor or copy the Services; (f) take any action that imposes an unreasonable or disproportionately large load on the Services; (g) take any action that creates liability for us or causes us to lose any of the services of our business partners, vendors or suppliers; (h) take any action that would cause us to violate any applicable law, statute, ordinance or regulation, or that violates these Terms of Use; (i) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, restriction or requirement of the Services; (j) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (k) access the Services in order to build a competitive product or service, copy any features, functions or graphics of the Services or monitor the availability and/or functionality of the Services for any benchmarking or competitive purposes.

10. MAINTENANCE OR SUPPORT

SoundAuth will time-to-time provide any necessary maintenance, technical or other support for the Services to its clients.

11. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

11.1 You agree your access to and use of the Services of SoundAuth is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, and to the maximum extent permitted by applicable law, we disclaim any warranties, express or implied, of any kind, including without limitation any warranty of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the services or any information therein. We will not be

responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the services. You also agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any information and other communications maintained by the services. We make no warranty that the services will meet your requirements or be available on an uninterrupted, secure, virus-free, defect-free or error-free basis. No advice or information, whether oral or written, obtained from us or through the services, will create any warranty not expressly made herein.

11.2 To the maximum extent permitted by applicable law, we and our affiliates, officers, employees, agents, partners and licensors will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including loss of profits, data, use, good-will, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services, including any defamatory, offensive or illegal conduct of other users or third parties; (iii) any information obtained from the services; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we or you have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. If any part of this limitation of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then you agree that our total liability to you for damages, regardless of the form of action, shall not exceed the amount you paid to purchase our services, if anything, in the aggregate for all claims.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

11.3 You agree to indemnify, hold harmless, and release us and our affiliates and respective officers, employees, agents, partners and licensors (and their respective successors and assigns) from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, attorney's fees and costs, arising from or related to: (i) your access, use, attempted use, inability to use or misuse of the Services; (ii) your violation of any of terms of these Terms of Use or any applicable law; (iii) your violation of any third party right, including without limitation any copyright, property or privacy right; and (iv) any claim that your use of the Services caused damage to a third party.

12. LEGAL COMPLIANCE

You agree to comply with all governing laws and regulations in connection with your import, export, or use of the Services.

13. APPLICABLE LAW

Through your use of services you agree that the laws of the USA shall govern any matter or dispute relating to or arising out of these Terms of service as well as any dispute of any kind that may arise between you and SoundAuth, without regard to principles of conflict of laws and regardless of your location. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in India, and you hereby consent to the jurisdiction and venue of such courts and waive any objection as to inconvenient forum. Any dispute resolution proceeding arising out of or relating to these Terms of Use will be conducted only on an individual basis and not in a class or representative action on behalf of others.

14. MISCELLANEOUS

14.1 These Terms constitute the entire understanding between SoundAuth and you with respect to the Services, and these Terms supersede and replace any prior contemporaneous agreements or understandings, written or oral, between us and you regarding the use of Services.

14.2 In the event that we fail to enforce any right or provision of these Terms, this shall not constitute a waiver of any future enforcement of that provision or any other provision. Waiver of any part or sub-part of these terms will not constitute the waiver of any other part or sub-part of these Terms.

14.3 You agree that SoundAuth may send to you notices or other communications regarding services or changes in terms via website or/and e-mails. and such disclosure, notices or agreement will satisfy any legal requirements with respect to communications or notice.

14.4 We may terminate or modify or restrict the access to services at any time, without notice and for any reason with or without cause. We may also from time to time and at any time, without notice amend the Terms. We will notify you of such changes by posting them on the Services. You agree to routinely monitor the terms for such changes. You agree that your

continued access to the Services after any modification is the manifestation of your continued assent to these changes.

The Services are provided by SoundAuth. If you have questions about these Terms, please contact us at contact@trillbit.com.

Effective Date: Feb 2, 2023