

INTRVYL END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY.

This End User License Agreement (“**Agreement**”) is made by and between you (the “**Licensee**”) and Intrvyl LLC (“**Intrvyl**,” “**we**,” “**our**,” or “**us**”) and governs your use of the Beato Ear Training Application, including all features and Content (“**Application**”). By downloading, installing or using the Application, you (a) acknowledge that you have read and understand this Agreement; (b) represent that you are of legal age to enter into a binding agreement; and (c) agree to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, you may not download or use this Application.

By accepting this Agreement, you consent to privacy practices described in our [Privacy Policy](#) and agree to our [Terms of Use](#) which explains the rules for our ecommerce website and other Services including the Application.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, Intrvyl and Licensee hereby agree as follows:

1. CONTENT.

The Application contains: (i) materials and other items relating to Intrvyl and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, applications, URLs, technology, software, algorithms, interactive features, the “look and feel” of the Application, and the compilation, assembly, and arrangement of the materials of the Application and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Intrvyl (“**Intrvyl Marks**”); and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”). All right, title, and interest in and to the Application and the Content is the property of Intrvyl or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

2. LIMITED LICENSE.

Unless stated in another written agreement between you and Intrvyl, and subject to your strict compliance with the Agreement, Intrvyl grants you a limited, non-exclusive,

revocable, non-assignable, personal, and non-transferable license to download, display, view, use, and play the Content on a personal computer, browser, laptop, tablet, mobile phone, or other internet-enabled device (each, a “**Device**”), in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be suspended or terminated for any reason, with or without cause, in the sole discretion of Intrvyl, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

3. LICENSE RESTRICTIONS.

You may not do or attempt to do any of the following with respect to the Application or any of its parts: (a) use it commercially or for a promotional purpose except as Intrvyl expressly authorizes; (b) copy, reproduce, distribute (including via a network server), display, or use it in a way that is not expressly authorized in this Agreement; (c) sell, rent, lease, license, distribute, or otherwise transfer it; (d) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it; (e) remove, disable, circumvent, or modify any proprietary notice or label or security technology included in it; (f) use it to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (g) use, export, or re-export it in violation of any applicable law or regulation; or (h) behave in a manner which is detrimental to the enjoyment of the Application by other users as intended by Intrvyl, in Intrvyl’s sole judgment, including but not limited to the following – harassment, use of abusive or offensive language, spamming, social engineering, scamming, running or using methods which are not authorized by Intrvyl.

4. AVAILABILITY AND APPLICATION UPDATES.

Intrvyl may suspend or terminate the availability of the Application and Content, in whole or in part, to any individual user or all users, for any reason, in the sole discretion of Intrvyl, and without advance notice or liability. Upon suspension or termination of your access to the Application, or upon notice from Intrvyl, all rights granted to you under the Agreement, [Terms of Use](#) or [Privacy Policy](#) will cease immediately, and you agree that you will immediately discontinue use of the Application and Content.

Intrvyl may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Intrvyl has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all security Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates including

new features, will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

5. RESERVATION OF RIGHTS.

All rights not expressly granted to you are reserved by Intrvyl and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Content or Application for any purpose is prohibited.

6. COLLECTION AND USE OF INFORMATION.

You acknowledge that when you download, install, or use the Application, Intrvyl may use automatic means (including, for example, cookies and web beacons) to collect information about you and your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

7. TERM AND TERMINATION.

The term of Agreement commences when you download or install the Application and will continue in effect until terminated by you or Intrvyl as set forth in this Section 7. You may terminate this Agreement by deleting the Application and all copies thereof from your Device. Intrvyl may terminate this Agreement at any time without notice if it ceases to support the Application, which Intrvyl may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Application and delete all copies of the Application from your Device and account. Termination will not limit any of Intrvyl's rights or remedies at law or in equity.

8. AGREEMENT TO ARBITRATE DISPUTES AND CHOICE OF LAW.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

A. WE BOTH AGREE TO ARBITRATE.

You and Intrvyl agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate Intrvyl's intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances Intrvyl may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Application, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described herein.

B. WHAT IS ARBITRATION.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

C. ARBITRATION PROCEDURES.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or Intrvyl must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at www.jamsadr.com.
- (2) Send three copies of the demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
- (3) Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to Georgia is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall

be held in the United States in Atlanta, GA under Georgia law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

D. AUTHORITY OF ARBITRATOR.

The arbitrator will decide the rights and liabilities, if any, of you and Intrvyl, and the dispute 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 Arbitration Rules, and the Terms. 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 Intrvyl.

E. CLASS ACTION WAIVER.

You waive any right to pursue an action on a class-wide basis against us and may only resolve disputes with us on an individual basis, and may not bring a claim against us as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

F. JURY TRIAL WAIVER.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Intrvyl in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND INTRVYL WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

G. CHOICE OF LAW AND FORUM SELECTION.

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflict of law rules. You

further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in Atlanta, GA.

9. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

THE APPLICATION IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. NEITHER INTRVYL NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "**INTRVYL PARTIES**") MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE CONTENT OR APPLICATION, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS. BY ACCESSING OR USING THE APPLICATION YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE APPLICATION.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM INTRVYL INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

10. LIMITATIONS OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE INTRVYL PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE APPLICATION, (B) THIS AGREEMENT OR (C) YOUR MISUSE OF THE APPLICATION OR ANY CONTENT AVAILABLE ON OR THROUGH THE APPLICATION. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING

FROM INTRVYL INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

11. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless the Intrvyl Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of this Agreement; (ii) your misuse of the Application; (iii) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (iv) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (v) any misrepresentation made by you or (vi) your violation of our Terms of Use or Privacy Policy. Intrvyl reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Intrvyl's defense of any claim. You will not in any event settle any claim without the prior written consent of Intrvyl.

This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Application.

12. WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY INTRVYL OR A LICENSOR OF INTRVYL.

13. AGREEMENT UPDATES.

We reserve the right, at any time in our sole discretion, to modify or replace any part of the Agreement and will provide you with notice for any material changes to the Agreement. If you object to any such changes, you agree that your sole recourse is to cease using the Application.

14. GENERAL PROVISIONS.

A. GOVERNING LAW.

This Agreement shall be governed in accordance with and interpreted pursuant to the

laws of the Commonwealth of Georgia, applicable to contracts made and to be performed wholly in Georgia, without regard to principles of conflicts of laws. Licensee specifically consents to personal jurisdiction in Georgia in connection with any dispute between Licensee and Intrvyl arising out of this Agreement or pertaining to the subject matter hereof. The parties agree that the exclusive venue for any dispute hereunder shall be in the state and federal courts in Atlanta, Georgia.

B. NOTICES.

All notices given by you or required under this Agreement shall be in writing and addressed to:

INTRVYL LLC
289 S Culver St
Lawrenceville, GA 30046 USA

C. SEVERABILITY.

Should any provision of this Agreement be held void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein.

D. SURVIVAL.

The provisions of this Agreement and any applicable terms and policies in our Privacy Policy and Terms of Use, which by their nature should survive termination of your use of the Application, including sections on Content, License Restrictions, Availability, Reservation of Rights, Agreement to Arbitrate Disputes and Choice of Law, Disclaimer of Representations and Warranties, Limitations of Our Liability, Indemnification, Waiver of Injunctive or Other Equitable Relief, and General Provisions, will survive.

E. COMPLETE AGREEMENT.

This Agreement, which incorporates the opening paragraph, our Privacy Policy and Terms of Use represents the entire agreement between Licensee and Intrvyl with respect to the Application and Content and supersedes all previous representations, understandings or agreements, oral or written, between the parties regarding the subject matter hereof.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING END USER LICENSE AGREEMENT AND AGREE THAT MY USE OF THE APPLICATION IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT.

