

LISSEN
Platform Terms of Use for Users

1. THESE TERMS

These terms and conditions (together with the documents referred to in them) (the **Terms of Use**) govern your relationship with Lissen when you use our streaming platform located at [www.lissen.live] and any related mobile sites or applications (the **Platform**).

These **Terms of Use** set out how you can stream music, how we manage interactive streaming, and how you pay you for the use of the services (together, the **Services**).

Please read all these **Terms of Use** carefully before you start to use the Services, because by using the Services after your creator account is opened you are indicating your agreement to these **Terms of Use**.

2. OTHER APPLICABLE TERMS

These **Terms of Use** also include:

- our FAQs;
- our privacy notice [<https://www.lissen.live/legals/data-privacy>], which sets out the terms on which we will process any personal data you provide to us via the Platform, or that we collect from you;
- our cookies policy [<https://www.lissen.live/legals/cookies-policy>] which sets out information about the cookies on the Platform;
- our T&Cs for unsigned artists [<https://www.lissen.live/legals/artists>];
- our T&Cs for labels and funds [<https://www.lissen.live/legals/labels>];

3. ACCEPTANCE OF TERMS; MODIFICATION OF TERMS

Lissen Ltd. (“Company”, “we”, “us”, or “our”) owns, controls, and operates the platform known as “Lissen”, a mobile and web-based, interactive content streaming and sharing service available at the website, <https://lissen.live> (including, without limitation, all subdomains thereof, collectively the “Site”), and through each of the “Lissen” branded desktop and mobile applications (collectively, the “App”, and together with the Site, the “Lissen Service”). The Lissen Service is built on both cloud and blockchain technology. By accessing and using the Lissen Service, or any portion thereof, in any manner, including, but not limited to, visiting, or browsing, or contributing content (“User Content”) on the Lissen Service (including but not limited all information added, created, uploaded, submitted, distributed, or posted), you are deemed to have read, accepted, executed, and be bound by the Platform Terms of Use.

In order to use the Lissen Service and access any Content, you need to (1) be 13 years of age (or the equivalent minimum age in your home country) or older, (2) have parent or guardian consent if you are a minor in your home country, (3) have the power to enter a

binding contract with us and not be barred from doing so under any applicable laws, and (4) reside in a country where the Service is available. You also promise that any registration information that you submit to Lissen is true, accurate, and complete, and you agree to keep it that way at all times. If you are a minor in your home country, your parent or guardian will need to enter into these Terms of use on your behalf. You can find additional information regarding minimum age requirements in the registration process. If you do not meet the minimum age requirements then Lissen will be unable to register you as a user.

Company may change or amend these Standard Terms at any time at its sole and absolute discretion. In addition, from time to time: (i) Company may (a) implement changes to existing tools, products, services, functionalities, and/or features to the Lissen Service, or release/introduce new tools, products, services, functionalities, features, and/or other updates to the Lissen Service (collectively, "Updates") or (b) release new versions of the Lissen Service, in each case which may result in changes or amendments to the Platform Terms of Use. If Company makes a material change or amendment to the Platform Terms of Use it will provide a notification of such changes or amendments on or through the Lissen Service or notify all registered Users of such changes or amendments via e-mail or as otherwise reasonably appropriate, which changes, or amendments will be effective automatically upon the posting of such notification or as of the date of delivery of such notification via e-mail or otherwise. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. Notwithstanding the terms of this paragraph, no revisions to the Platform Terms of Use will apply to any dispute between you and Company that arose prior to the effective date of such revision. All Updates to the Lissen Service implemented by Company will be subject to the Platform Terms of Use, and any additional terms and conditions as may apply to such Updates or adopted/implemented Upgrade Proposals.

IF ANY PROVISION OF THE PLATFORM TERMS OF USE OR ANY FUTURE CHANGES OR AMENDMENTS ARE UNACCEPTABLE TO YOU, DO NOT USE OR STOP USING THE LISSEN SERVICE AND DO NOT CREATE/REGISTER OR CONTINUE TO MAINTAIN A SERVICE USER ACCOUNT. YOUR CONTINUED USE OF THE LISSEN SERVICE FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE OR AMENDMENT TO THE PLATFORM TERMS OF USE OR THE ADOPTION OF ANY CHANGE OR UPDATE TO THE PLATFORM VIA THE GOVERNANCE PROTOCOL SHALL AUTOMATICALLY CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE, AMENDMENT OR UPDATE.

4. WHO WE ARE

We are Lissen Ltd (**Lissen, we, us, our**), a UK company with registered company number 14266979 and with a registered office at 27 Phipp Street, London, England, EC2A 4NP.

5. THE PLATFORM PROVIDED BY US

Lissen Service Options

We provide numerous Lissen Service options. Certain Lissen Service options are provided free-of-charge, while other options require payment before they can be accessed (the "Paid Subscriptions"). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services. We are not responsible for the products and services provided by such third parties.

The Unlimited Service may not be available to all users. We will explain which services are available to you when you are signing up for the services. If you cancel your subscription to the Unlimited Service, or if your subscription to the Unlimited Service is interrupted (for example, if you change your payment details), you may not be able to re-subscribe for the Unlimited Service. Note that the Unlimited Service may be discontinued in the future, in which case you will no longer be charged for the Service.

Trials

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a "Trial"). By using a Lissen Service via a Trial, you agree to the Lissen Premium Promotional Offer Terms.

Third-Party Applications, Devices and Open Source Software

The Lissen Service may be integrated with, or may otherwise interact with, third-party applications, websites, and services ("Third-Party Applications") and third-party personal computers, mobile handsets, tablets, wearable devices, speakers, and other devices ("Devices"). Your use of such Third-Party Applications and Devices may be subject to additional terms, conditions and policies provided to you by the applicable third party. Lissen does not guarantee that Third-Party Applications and Devices will be compatible with the Lissen Service.

Service Limitations and Modifications

We use reasonable care and skill to keep the Lissen Service operational and to provide you with a personalised, immersive audio experience. However, our service offerings and their availability may change from time to time and subject to applicable laws, without liability to you; for example:

- The Lissen Service may experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements.
- We aim to evolve and improve our Services constantly, and we may modify, suspend, or stop (permanently or temporarily) providing all or part of the Lissen Service (including particular functions, features, subscription plans and promotional offerings).
- Lissen has no obligation to provide any specific content through the Lissen Service, and Lissen or the applicable owners may remove particular songs, videos, podcasts, and other Content without notice.

If you have prepaid fees directly to Lissen for a Paid Subscription that Lissen discontinues prior to the end of your Pre-Paid Period (as that term is defined in the Payments and cancellations section below), Lissen will refund you the prepaid fees for the Pre-Paid Period

for any unused part of your then current Paid Subscription after such discontinuation. Your account and billing information must be up to date in order for us to refund you.

Lissen has no liability to you, nor any obligation to provide a refund to you, in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties or events beyond our control.

6. YOUR USE OF THE PLATFORM

Creating a Lissen account

You may need to create a Lissen account to use all or part of the Lissen Service. Your username and password are for your personal use only and should be kept confidential. You understand that you are responsible for all use (including any unauthorised use) of your username and password. Notify our Customer Service team immediately if your username or password is lost or stolen, or if you believe there has been unauthorised access to your account.

Lissen may reclaim, or require you to change, your username for any reason.

Your rights to use the Lissen Service

Access to the Lissen Service

Subject to your compliance with these Terms of use (including any other applicable terms and conditions), we grant to you limited, non-exclusive, revocable permission to make personal, non-commercial use of the Lissen Service and the Content (collectively, "Access"). This Access shall remain in effect unless and until terminated by you or Lissen. You agree that you will not redistribute or transfer the Lissen Service or the Content.

The Lissen software applications and the Content are licensed, not sold or transferred to you, and Lissen and its licensors retain ownership of all copies of the Lissen software applications and Content even after installation on your Devices.

Lissen's Proprietary Rights

The Lissen Service and the Content are the property of Lissen or Lissen's licensors. All Lissen trademarks, service marks, trade names, logos, domain names, and any other features of the Lissen brand ("Lissen Brand Features") are the sole property of Lissen or its licensors. These Terms do not grant you any rights to use any Lissen Brand Features whether for commercial or non-commercial use.

You agree to abide by the Lissen User Guidelines and not to use the Lissen Service, the Content, or any part thereof in any manner not expressly permitted by these Terms.

Payments and cancellation

Billing

You may purchase a Paid Subscription directly from Lissen or through a third party either by:

- paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or

- prepayment giving you access to the Lissen Service for a specific time period ("Pre-Paid Period").

Tax rates are calculated based on the information you provide and the applicable rate at the time of your monthly charge.

If you purchase access to a Paid Subscription through a third party, separate terms and conditions with such third party may apply to your use of the Lissen Service in addition to these Terms. If you purchase a Paid Subscription using a code, gift card, pre-paid offer, or other offer provided or sold by or on behalf of Lissen for access to a Paid Subscription ("Codes"), you hereby agree to the Lissen Card Terms.

Price and tax changes

Lissen may from time to time change the price for the Paid Subscriptions, including recurring subscription fees, the Pre-Paid Period (for periods not yet paid), or Codes (defined above), and will communicate any price changes to you in advance on reasonable notice. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, by continuing to use the Lissen Service after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Paid Subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory or even city. Any change in Tax rate will be automatically applied based on the account information you provide.

Renewal and Cancellation

With the exception of Paid Subscriptions for a Pre-Paid Period, your payment to Lissen or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the then-current subscription period. Contact our Customer Support team here for instructions on how to cancel. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of the Lissen Service. We do not provide refunds or credits for any partial subscription periods, except as expressly stated in these Terms.

If you have purchased a Paid Subscription using a Code, your subscription will automatically terminate at the end of the period stated in the Code, or when there is an insufficient prepaid balance to pay for the Lissen Service.

Withdrawal right

If you sign up for a Trial, you agree that the withdrawal right for the Paid Subscription for which you are receiving a Trial ends fourteen (14) days after you start the Trial. If you don't cancel the Paid Subscription before the Trial ends, you lose your right of withdrawal and authorise Lissen to automatically charge you the agreed price each month until you cancel the Paid Subscription. For trials less than fourteen (14) days, you expressly consent to us providing you with the paid service immediately after the end of your Trial and that from that point you lose your right of withdrawal.

If you purchase a Paid Subscription with no Trial, you agree you have fourteen (14) days after your purchase to withdraw for any reason and must pay us for the services provided up

until the time you tell us that you have changed your mind. You expressly consent to us providing you with the service immediately following your purchase, that you lose your right of withdrawal, and authorise Lissen to charge you automatically each month until you cancel.

User Guidelines

We've established guidelines for using the Lissen Service, to make sure the Lissen Service stays enjoyable for everyone ("Lissen User Guidelines"). In using the Lissen Service, you must comply with the Lissen User Guidelines, as well as all applicable laws, rules, and regulation, and respect the intellectual property, privacy, and other rights of third parties.

Brand Accounts

If you establish a Lissen account on behalf of a company, organisation, entity, or brand (a "Brand," and such account a "Brand Account"), the terms "you" and "your," as used throughout these Terms (including other Lissen terms and conditions incorporated by reference herein), apply to both you and the Brand.

If you create a Brand Account, you represent and warrant that you are authorised to grant all permissions and licences provided in these Terms (including any other applicable Lissen terms and conditions) and to bind the Brand to these Terms.

A Brand may follow users and create and share playlists, provided that the Brand does not take any action that implies an endorsement or commercial relationship between the Brand and the followed user, artist, songwriter, or any other person, unless the Brand has independently obtained the rights to imply such an endorsement. In addition, Brands must be transparent to our users about disclosing any endorsements or consideration provided to artists, songwriters, users, or any other party and must comply with all applicable laws, regulations, and codes of practice when engaging in the foregoing practices.

Export control and sanctions

Lissen's products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that you are (1) not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions or otherwise listed on any U.S. government list of prohibited or restricted parties.

You agree to comply with all applicable export and re export control laws and regulations, including without limitation the EAR and trade and economic sanctions maintained by OFAC. Specifically, you agree not to – directly or indirectly – use, sell, export, reexport, transfer, divert, release, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Lissen under these Terms to any destination, entity, or person or for any end-use prohibited by the EAR, trade and economic sanctions maintained by OFAC, or any applicable laws or regulations of the United States or any other jurisdiction without obtaining any required prior authorization from the competent government authorities as required by those laws and regulations.

7. LIMITATIONS OF USE

The Platform may not be used, modified, reproduced, duplicated, copied, published, distributed, sold, resold, transformed, redesigned, reconfigured, retransmitted, or otherwise exploited by you for any purpose except as facilitated by the tools, products, services, functionalities and/or features made available to Users of the Platform, subject to the these Terms of Use, or without the express prior written consent of the Company or the applicable owner of Third-Party Content, in each instance.

Without limiting the foregoing, while using the Platform, you may not conduct any of the following activities:

- Defame, abuse, harass, stalk, threaten, bully, or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of the Company or other Users, or use information learned from the Platform to otherwise defame, abuse, harass, stalk, threaten, bully, intimidate or mislead, or otherwise violate the legal rights of the Company or any other User outside of the Platform.
- Use the Platform for any purpose in violation of applicable local, state, national, or international law.
- Use or otherwise export or re-export the Platform or any portion thereof, or Content in violation of the export control laws and regulations of the United Kingdom, European Union and United States of America.
- Upload any material or software files that contain viruses, Trojan horses, corrupted files, malware, spyware, bugs, or any other similar programs that may damage or infiltrate the operation of the Platform or any other User's computer or mobile device.
- Restrict or inhibit any other User from using and enjoying the Platform.
- Use a robot, spider, manual and/or automatic processes, or devices to data-mine, data-crawl, scrape or index the Platform in any manner (excluding SEO-related scraping (e.g., Google indexing)), and you acknowledge and agree that the Platform is for active streaming use only, and in no event is it to be used for downloading and/or local serving.
- Hack or interfere with the Platform, its servers, or any connected networks.
- Adapt, alter, licence, sublicense or translate the Platform for your own personal or commercial use, except as otherwise expressly permitted in the Platform Terms of Use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by the Company.
- Use the Platform to collect User data by electronic or other means other than as expressly permitted by the Platform Terms of Use and applicable law.
- Use the Platform in a manner which is false or misleading (directly or by omission and/or failure to update information) or for the purpose of accessing or otherwise obtaining the Company's trade secret information for public disclosure or other purposes.
- Cause or induce any third-party to engage in the restricted activities above.

The Company may take appropriate investigative and legal action for any illegal or unauthorised use of the Platform, including, without limitation, those mentioned above. You acknowledge that violation of any of the restrictions set forth in this section may subject you to third party claims and none of the rights granted to you in the Platform Terms of Use may

be raised as a defence against any third-party claims arising from any such violation. If you encounter or learn of any User who has violated the Platform Terms of Use in any manner, including, without limitation, by violating any of the Platform usage restrictions set forth above, please email Company at contact@lissen.live or inform us through the applicable reporting functionality offered via the Platform.

8. **CONTENT AND INTELLECTUAL PROPERTY RIGHTS**

User content

The content you post on the service

Lissen users may post, upload, or otherwise contribute content to the Lissen Service ("User Content"). For the avoidance of doubt, "User Content" includes all information, materials and other content that is added, created, uploaded, submitted, distributed, or posted to the Lissen Service (including to the Lissen Support Community) by users.

You are solely responsible for all User Content that you post

You promise that, with respect to any User Content you post on Lissen, (1) you own or have the right to post such User Content; (2) such User Content, or its use by Lissen pursuant to the licence granted below, does not: (i) violate these Terms, applicable law, or the intellectual property or other rights of any third party; or (ii) such User Content does not imply any affiliation with or endorsement of you or your User Content by Lissen or any artist, band, label, or other individual or entity without the prior express written consent from Lissen or such individual or entity.

In posting or sharing User Content or other information on the Lissen Service, please keep in mind that content and other information will be publicly accessible, and may be used and re-shared by others on the Lissen Service and across the web, so please use caution in posting or sharing on the Lissen Service, and be mindful of your account settings. Lissen is not responsible for what you or others post or share on the Lissen Service.

Monitoring user content

Lissen may, but has no obligation to, monitor or review User Content. Lissen reserves the right to remove or disable access to any User Content for any or no reason. Lissen may take these actions without prior notification to you.

Licences that you grant us

User Content

You retain ownership of your User Content when you post it to the Service. However, in order for us to make your User Content available on the Lissen Service, we do need a limited licence from you to that User Content. Accordingly, you hereby grant to Lissen a non-exclusive, transferable, sub-licensable, royalty-free, fully paid, irrevocable, worldwide licence to reproduce, make available, perform and display, translate, modify, create derivative works from, distribute, and otherwise use any such User Content through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created, in

connection with the Lissen Service. Where applicable and to the extent permitted under applicable law, you also agree to waive, and not to enforce, any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

Feedback

If you provide ideas, suggestions, or other feedback in connection with your use of the Lissen Service or any Content ("Feedback"), such Feedback is not confidential and may be used by Lissen without restriction and without payment to you. Feedback is considered a type of User Content under these Terms.

Your Device

You also grant to us the right (1) to allow the Lissen Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Lissen Service, (2) to provide advertising and other information to you, and to allow our business partners to do the same, as permitted in accordance with the Lissen Privacy Policy, (3) to allow the Lissen Service to use your location accessible on your Device if explicitly agreed by you in order to facilitate the operation of the Lissen Service, (4) to collect and share anonymously your streaming usage data in order to facilitate the operation of the Lissen Service, as permitted in accordance with the Lissen Privacy Policy.

Content experience

In any part of the Lissen Service, the Content that you access, including its selection and placement, may be influenced by commercial considerations, including Lissen's agreements with third parties.

Some Content licensed by, provided to, created by, or otherwise made available by Lissen (e.g., podcasts) may incorporate advertising, and Lissen is not responsible for any such advertising.

Infringement claims

Lissen respects the rights of intellectual property owners. If you believe that any Content infringes your copyright rights, please see the Lissen Copyright Policy.

9. PROBLEMS AND DISPUTES

Suspending and terminating the Lissen Service

These Terms will continue to apply to you until terminated by either you or Lissen. Lissen may terminate these Terms (including any additional terms and conditions incorporated herein) or suspend your access to the Lissen Service at any time if we believe you have breached any of these Terms, if we stop providing the Lissen Service or any material component thereof on reasonable notice to you, or as we believe necessary to comply with applicable law. If you or Lissen terminate these Terms, or if Lissen suspends your access to the Lissen Service, you agree that Lissen shall, subject to applicable laws, have no liability or responsibility to you, and (except as expressly provided in these Terms) Lissen will not refund any amounts that you have already paid. You may terminate these Terms at any time,

in which case you may not continue accessing or using the Lissen Service. To learn how to terminate your Lissen account, please use the Customer Support resources on our Help page.

Sections 8 (Content and Intellectual Property Rights), 6 (Your Use of the Platform), 2 (The Lissen Service Provided by Us), 9 (Problems and Disputes), 17 (About These Terms) herein, as well as any other sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms, shall survive termination.

Warranty disclaimers

Lissen will provide the Lissen Service using reasonable care and skill and in accordance with any specification of the Lissen Service provided by Lissen, however, subject to that, the Lissen Service is provided "as is" and "as available," without any warranties of any kind, whether express, implied, or statutory. Further, Lissen and all owners of the content disclaim any express, implied, and statutory warranties regarding the content, including warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Neither Lissen nor any owner of content warrants that the Lissen Service or content is free of malware or other harmful components. In addition, Lissen makes no representation regarding, nor does it warrant or assume any responsibility for, any third-party applications (or the content thereof), user content, devices or any product or service advertised, promoted or offered by a third party on or through the Lissen Service or any hyperlinked website, and Lissen is not responsible for any transactions between you and any third-party providers of the foregoing. No advice or information whether oral or in writing obtained by you from Lissen shall create any warranty on behalf of Lissen. While using the Lissen Service, you may have access to explicit content filtering features, but use of these features may still result in some explicit content being served and you should not rely on such features to filter all explicit content. This section applies to the fullest extent permitted by applicable law.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the exclusion and limitations in this section may not apply to you and nothing will affect your statutory rights.

Limitation of Liability and Time for Filing a Claim

Subject to applicable law, you agree that your sole and exclusive remedy for any problems or dissatisfaction with the Lissen Service is to uninstall any Lissen software and to stop using the Lissen Service. You agree that Lissen has no obligation or liability arising from or related to third-party applications or the content thereof made available through or in connection with the Lissen Service, and while your relationship with such third-party applications may be governed by separate agreements with such third parties, your sole and exclusive remedy, as with respect to Lissen, for any problems or dissatisfaction with any third-party applications or the content thereof, is to uninstall or stop using such third-party applications.

In no event will Lissen, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use of or

inability to use the Lissen Service, devices, third-party applications, or third-party application content; or (3) aggregate liability for all claims relating to the Lissen Service, third-party applications, or third-party application content more than the greater of (a) the amounts paid by you to Lissen during the twelve months prior to the first claim; or (b) \$30.00. Any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable.

For clarification, these terms do not limit Lissen's liability for fraud, fraudulent misrepresentation, death or personal injury to the extent that applicable law would prohibit such a limitation and for any other liability that, by applicable law, may not be limited or excluded.

Except where such restriction is prohibited under applicable law, any claim arising under these terms must be commenced (by filing a demand for arbitration or filing an individual action under the arbitration agreement below) within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period.

Third Party Rights

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of these Terms and have the right to enforce these Terms directly against you. Other than as set out in this section, these Terms are not intended to grant rights to anyone except you and Lissen, and in no event shall these Terms create any third-party beneficiary rights.

If you have downloaded any of our mobile software applications (each, an "App") from the Apple Inc. ("Apple") App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. These Terms are between you and Lissen only, not with Apple, and Apple is not responsible for the Lissen Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Lissen Service. In the event of any failure of the Lissen Service to conform to any applicable warranty, you may notify Apple and Apple will refund the applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Lissen Service. Apple is not responsible for addressing any claims by you or any third party relating to the Lissen Service or your possession or use of the Lissen Service, including: (1) product liability claims; (2) any claim that the Lissen Service fails to conform to any applicable legal or regulatory requirement; (3) claims arising under consumer protection or similar legislation; and (4) claims with respect to intellectual property infringement. Apple is not responsible for the investigation, defence, settlement, and discharge of any third-party claim that the Lissen Service or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the Lissen Service. Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

Indemnification

You agree to indemnify and hold Lissen harmless from and against any reasonably foreseeable direct losses, damages, and reasonable expenses (including reasonable attorney fees and costs) suffered or incurred by Lissen arising out of or related to: (1) your breach of any of these Terms (including any additional Lissen terms and conditions incorporated herein); (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the Lissen Service; and (4) your violation of any law or the rights of a third party.

10. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in the United Kingdom to resolve any dispute arising out of or in connection with your use of the Services or these Terms.

11. CLASS ACTION WAIVER

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND LISSEN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Lissen agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

12. ARBITRATION

Agreement to Arbitrate

You and the Company agree that any disputes, claims, or controversies arising out of or relating to these Terms, the Services, or the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by binding arbitration in the United Kingdom, rather than in court, except for claims that may be brought in the small claims court, if they qualify. This agreement to arbitrate includes all claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

Arbitration Rules and Procedures

The arbitration shall be conducted in accordance with the rules of the Chartered Institute of Arbitrators (CI Arb) in effect at the time of filing the demand for arbitration. The CI Arb rules are available at:

<https://www.ciarb.org/dispute-appointment-service/arbitration/arbitration-rules/>

or by calling the CI Arb at +44 (0)20 7421 7444.

The arbitration shall be administered by CI Arb, an impartial third-party arbitration organisation.

Arbitration Location and Procedure

Unless you and the Company agree otherwise, the arbitration will be conducted in the city where you reside. If your claim does not exceed £10,000, the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, unless the arbitrator determines that a hearing is necessary. If your claim exceeds £10,000, the right to a hearing will be determined by the CIArb rules.

Arbitrator's Decision

The arbitrator's decision shall be final and binding on both you and the Company. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award monetary damages and any other remedies allowed by applicable law.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be governed by the CIArb rules. You and the Company shall each be responsible for your own attorney fees, expert witness fees, and any other expenses incurred in connection with the arbitration, unless the arbitrator determines that you are entitled to recover such fees and expenses from the Company under applicable law.

International Arbitration rules

Either you or we may start arbitration proceedings. For non UK residents, any arbitration between you and the Company will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") then in force (the "ICC Rules") by one or more arbitrators appointed in accordance with the ICC Rules, as modified by these Agreements, and will be administered by the International Court of Arbitration of the ICC. Any arbitration will be conducted in the English language and unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the law to be applied in any arbitration shall be the law of [the relevant state or country described in clause 6.1], without regard to choice or conflicts of law principles.

13. REPORTING INFRINGEMENTS

If you discover any Content on the Platform which you believe is in breach of these **Terms of Use** please feel free to contact us at [contact@lissen.live].

14. LINKS TO THIRD PARTY SERVICES

The Platform may contain links to other websites or applications operated by third parties. We do not have any influence or control over any such third-party websites or applications or the third-party operator. We are not responsible for and do not endorse any third-party websites or applications or their availability or content.

We accept no responsibility for adverts that appear on the Platform. If you agree to purchase goods and/or services from any third party who advertises on the Platform, you do so at your own risk.

15. NO RELIANCE ON INFORMATION

All information published on or via the Platform is provided in good faith and for general information purposes only. We make no warranties about the completeness, reliability, or accuracy of such information. Any action you take based on such information is taken at your own risk.

16. COMMUNICATIONS BETWEEN US

If you wish to contact us for any reason, you can do so by email at [\[contact@lissen.live\]](mailto:contact@lissen.live).

17. ABOUT THESE TERMS

Under applicable law, you may have certain rights that can't be limited by a contract. These terms are in no way intended to restrict those rights.

Changes

We may make changes to these Terms (including any additional Lissen terms and conditions incorporated by reference herein) from time to time by notifying you of such changes by any reasonable means (before they take effect), including by posting a revised Agreement on the applicable Lissen Service (provided that, for material changes, we will seek to supplement such notice by email, an in-service pop-up message, or other means).

Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms, or other Lissen terms and conditions, incorporating such changes, or otherwise notified you of such changes. Your use of the Lissen Service following any changes to these Terms will constitute your acceptance of such changes. If you do not wish to continue using the Lissen Service under the updated Terms, you may terminate your account by contacting us. The effective date set forth at the bottom of this document indicates when these Terms were last changed.

Entire Agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and Lissen, these Terms constitute all the terms and conditions agreed upon between you and Lissen and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral. As noted above, other terms and conditions governing use of the Lissen Service are incorporated herein by reference, including the following terms and conditions: the Lissen Premium Promotional Offer Terms and Lissen's Card Terms.

Severability and Waiver

Unless as otherwise stated in these Terms, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, the remaining provisions of these Terms will not be affected, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Lissen or any third-party beneficiary to enforce these Terms or any provision thereof shall not waive Lissen's or the applicable third-party beneficiary's right to do so.

Assignment

Lissen may assign any or all of these Terms, and may assign or delegate, in whole or in part, any of its rights or obligations under these Terms. You may not assign these Terms, in whole or in part, nor transfer or sub-license your rights under these Terms, to any third party.

*These **Terms of Use** were last updated on [April 28, 2023].*