

Last Updated: Apr 19, 2022

## APPLICATION TERMS OF USE

This mobile application (the “Application”) is owned and operated by Resonant Cavity LLC (“RC”). PLEASE READ THESE TERMS OF USE (these “Terms”) CAREFULLY BEFORE USING THE APPLICATION. By using the Application, you agree to these Terms. If you do not agree to the Terms, please do not use the Application. We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms at any time. Please check these Terms periodically for changes. As applicable, we will notify you of material changes to these Terms when you next access the Application (we may also email you about any material changes to these Terms). Your continued use of the Application following the posting of changes to the Terms or other notification to you will mean you accept those changes. **These Terms shall set forth the terms and conditions pursuant to which you can use the Application. Use of the Application is also subject to the terms and conditions of the Application’s mobile distributor or the terms and conditions required by the mobile network operator.**

1. THE APPLICATION
2. ACCOUNTS
3. SUBSCRIPTIONS
4. CONTENT SUBMISSIONS
5. RULES FOR SUBMITTED CONTENT
6. BEATS SUBMISSIONS (THE “BEATS TERMS”)
7. IDEA SUBMISSIONS
8. INTELLECTUAL PROPERTY RIGHTS
9. THIRD-PARTY SITES AND SERVICES
10. NOTICE FOR CALIFORNIA RESIDENTS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1789.3
11. USE OF APPLICATION BY CHILDREN
12. TERMINATION
13. LINKS
14. INDEMNITY
15. LIMITED WARRANTY
16. LIMITATION OF LIABILITY
17. DMCA NOTICE
18. REPEAT INFRINGER POLICY
19. PRIVACY
20. GENERAL INFORMATION
21. CONTACT INFORMATION

### 1. THE APPLICATION

The Application, including but not limited to all text, graphics, logos, icons, images, data, graphs, audio, videos, computer programs and other material and information contained on, or

utilized in the provision of, the Application is the property of RC, its suppliers, and/or its licensors and is protected by copyrights, trademarks, trade secrets, patents or other proprietary rights. RC hereby grants you a limited, nonexclusive, non-transferable, non-sublicensable, non-assignable, personal license to download, install, and use the Application (including updates and upgrades that replace or supplement it in any respect and which are not distributed with a separate license, and any documentation) for personal, non-commercial purposes only on a single mobile device owned or otherwise controlled by you (a "Device") and strictly in accordance with these Terms and any documentation contained in, or provided with, the Application. Except as expressly authorized by RC in writing, you may not use, copy, distribute, modify or create derivative works from, disclose, display, transmit, or post the Application or any portion of the Application for any purpose or "frame" or "mirror" the Application on any other server or wireless or Internet-based device. You further agree not to sell, assign, rent, lease, or grant rights in the Application, including, without limitation, through sublicense, to any other person or entity or use the Application for any unlawful, prohibited, abnormal, or unusual activity as determined by RC in its sole discretion. You acknowledge and agree that the Application is provided under license, and not sold, to you. All rights not expressly granted herein are reserved to RC and/or its licensors. You must not use (or permit a third party to use) the Application: (a) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Application or any operating system used by the Application; (ii) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users; (iii) to collect or harvest any information or data from the Application or our systems or attempt to decipher any transmissions to or from the servers running the Application; (iv) via use of a robot, spider, or other automated device to monitor or copy the Application or any information provided by the Application; (v) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with these Terms; or (vi) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam). You acknowledge and agree that you are solely responsible, and RC has no responsibility or liability to you or any other person or entity for any breach by you of these Terms or for the consequences of any such breach.

We may, but are not obligated to, monitor, or review the Application at any time. If we become aware of any possible violations by you of these Terms, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the Application pursuant to these Terms.

RC reserves the right, in its sole discretion, without prior notice and without incurring any liability to you, to (a) modify or change the Application; or (b) determine whether or not to make the Application available. Any new Application or modified or changed Application is subject to these Terms.

## 2. ACCOUNTS

To use certain features of the Application or participate in certain activities sponsored by RC, we might ask you to register as a participant or user. If so requested, each Application user must: (a) personally provide true, accurate, current and complete information on the Application's

registration form (collectively, the "Registration Data") and (b) maintain and promptly update the Registration Data as necessary to keep it true, accurate, current and complete. If, after investigation, RC has reasonable grounds to suspect that any user's information is untrue, inaccurate, not current or incomplete, RC may suspend or terminate any and all current or future use of the Application by that user. We do not collect passwords directly, rather, we allow users to create an account through certain third-party platforms such as Facebook, Google, and Apple. If you choose to sign in using these services, information like your name, email address, profile picture, language preference, and an access token will be shared with us.

It is your responsibility to maintain the confidentiality of your login credentials. You agree to notify RC immediately if you become aware of any unauthorized use of your login credentials or account.

Accounts are registered to you personally and may not be sold, traded, gifted, or otherwise transferred at any time under any circumstances. You may not share your account with, or disclose your password to, anyone else.

You agree to pay all applicable fees and taxes incurred by you or anyone using your account. **YOU ACKNOWLEDGE YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.**

You may cancel your account at any time. You may cancel your account by logging into your account and selecting the cancellation option. You may also contact us at [support@resonantcavity.com](mailto:support@resonantcavity.com).

RC may terminate your account at any time for any reason or no reason, including if: (a) RC determines that you are (i) in breach of or otherwise acting inconsistently with these Terms or (ii) engaging in fraudulent or illegal activities or other conduct that may result in liability to RC; (b) RC determines it is required by law to terminate your account; or (c) RC decides to stop providing the Application or critical portions of the Application. When terminating your account, RC may cancel your account and delete the information in it. You have no ownership rights in your account.

### 3. SUBSCRIPTIONS

Some parts of the Application are available only with a paid subscription (a "Subscription Plan"). If you purchase a Subscription Plan, you will be charged the subscription fee, plus any applicable taxes and other charges ("Subscription Fee") at the beginning of your Subscription Plan and each Subscription Plan period (e.g., monthly or annually, as specified when you purchase such Subscription Plan) thereafter.

Subscription Plans may only be purchased through the Application (an "In-App Purchase") and all billing and refunds are handled by the application store (e.g., Apple App Store, Google Play Store) through which the Application was downloaded and is governed by that application store's own terms and conditions. More information about how you may be able to manage

In-App Purchases using your Device may be set out in the application store's own terms and conditions or in your Device's "Help" settings.

In-App Purchases can only be consumed within the App. If you make an In-App Purchase, that In-App Purchase cannot be canceled after it has been completed. In-App Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

Your Subscription Plan will renew automatically at the end of the applicable subscription period (e.g., at the end of the month for a monthly subscription, at the end of the year for an annual subscription) until you cancel. Renewal rates are subject to change, but you will be notified of any change in your rate and be provided with the option to cancel in accordance with these Terms.

You may cancel your Subscription Plan at any time. To cancel, open the Settings app on iOS or the Google Play app on Android, tap Subscriptions, and then cancel the appropriate subscription, or contact us at [support@resonantcavity.com](mailto:support@resonantcavity.com). There are no refunds or credits for partially used Subscription Plan periods. Following any cancellation, however, you will continue to have access to the Application through the end of your current billing period.

We reserve the right to change Subscription Plans or adjust pricing for Subscription Plans in any manner and at any time as we may determine in our sole discretion. Except as otherwise expressly provided for in these Terms, any price change or changes to your Subscription Plan will take effect in the next subscription cycle after notice to you.

#### 4. CONTENT SUBMISSIONS

All information, data, text, software, music, sound, photographs, graphics, video, messages, comments or any other materials whatsoever, whether posted, transmitted or used by you in conjunction with the Application, shall be collectively referred to as the "Submitted Content."

You retain ownership of your Submitted Content. Notwithstanding your ownership of your Submitted Content, you hereby grant RC a perpetual, irrevocable, non-terminable, royalty-free, world-wide, non-exclusive, transferable, sublicensable, fully paid-up license to use, reproduce, modify, edit, publish, prepare derivative works of, distribute, display, modify, copy, and perform the Submitted Content through the Application or those related websites hosted by RC. You also hereby grant each user of the Application a non-exclusive license to access and use your Submitted Content through the Application while the Submitted Content is made available through the Application. You hereby represent, warrant, and covenant that any Submitted Content you provide does not include anything (including, but not limited to, text, images, music, or video) to which you do not have the full right to grant the license specified in this section.

RC has not, and will not, review, monitor or edit the Submitted Content for accuracy, timeliness, integrity or completeness.

You may request that RC delete your Submitted Content and RC may delete the Submitted Content unless RC determines, in its sole discretion, that RC must retain the Submitted Content to comply with law, judicial or governmental mandate or to protect the rights, property, or personal safety of RC, Application users or the public.

## 5. RULES FOR SUBMITTED CONTENT

Submitted Content is entirely the responsibility of the person from whom such content originated. The following rules apply to the submission, posting, or sharing of Submitted Content: (a) you shall not upload to, distribute through or otherwise publish through the Application any Submitted Content that is libelous, defamatory, obscene, pornographic, invasive of privacy or publicity rights, abusive, or that would constitute or encourage a criminal offense or that would otherwise give rise to liability or violate any law; (b) you shall not use the Application to post Submitted Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or that could be harmful to minors or that harasses or advocates harassment of another person; (c) you will use this Application only in a manner consistent with all laws and regulations and in accordance with the Terms; (d) you will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false IP addresses or headers, or otherwise conceal your identity from RC; (e) you will only submit Submitted Content for which you have the copyright or other specific permission or authorization to distribute such content; and (f) you will not violate, plagiarize, or infringe on the rights of third parties including copyright, trademark, trade secret, privacy, publicity or proprietary rights. RC shall not be liable in any way for any Submitted Content. Further, RC shall have the right (but not the obligation) in its sole discretion to refuse, delete or modify any Submitted Content that it considers violative of these Terms or is otherwise illegal.

Your Submitted Content is deemed non-confidential and RC has no obligation to maintain the confidentiality of any information, in whatever form, contained in any such Submitted Content, except pursuant to the RC privacy policy ([www.resonantcavity.com/mobileprivacy](http://www.resonantcavity.com/mobileprivacy)). RC does not verify, endorse or otherwise vouch for the Submitted Content.

Submitted Content does not represent the views of RC, or any individual associated with RC, and RC does not control the Submitted Content. In no event shall you represent or suggest, directly or indirectly, RC's endorsement of your Submitted Content. RC does not vouch for the accuracy or credibility of any Submitted Content and does not take any responsibility or assume any liability for any actions you may take as a result of reading Submitted Content on the Application.

## 6. BEATS SUBMISSIONS (THE "BEATS TERMS")

Application users sometimes contribute to the Application "beats", which are audio files of instrumental music that Application users can sing or rap over. If you want to submit your beats (the "Beats") for use within the Application, you must agree to the following terms and conditions.

**Ownership Claims and Rights.** You promise to RC that you have legal authority to upload the Beats and grant the rights in these Beats Terms. You retain ownership of the Beats. Without limiting any other license grant from you to RC in these Terms, you hereby grant RC and the Application users a perpetual, irrevocable, non-terminable, royalty-free, world-wide, non-exclusive, sublicensable, fully paid-up, transferable license to use, reproduce, modify, edit, publish, distribute, create derivative works based on, display, copy and perform the Beats **through the Application and/or related websites hosted by RC.**

**Derivative Works on the Application.** Application users can sing or rap over Beats to make their own recordings. Users may upload these recordings to the Application where other users can listen to them. If an Application user has made a recording with your Beats and you subsequently ask to remove the Beats, as described in the next paragraph, RC will remove the Beats from the Application but **RC will not remove the Beats from derivative recordings made with your Beat prior to your notice to remove the Beats.** Those derivative recordings made by Application users that include the Beats will remain available on the Application and/or related websites hosted by RC.

**Beat Removal.** You may ask to have your Beats removed from the Application by emailing RC, and RC will remove them, subject to the preceding paragraph and applicable law.

**No Registration with Publishing Rights Organizations.** If you have registered your Beats with a Publishing Rights Organization (“PRO”) such as ASCAP, BMI, SESAC, GEMA, or SOCAN, **you must not upload the Beats to the Application. If you upload Beats that have been registered with a PRO to the Application despite the preceding prohibition, you must notify RC immediately. RC will undertake commercially reasonable efforts to remove the Beats subject to these Beats Terms.**

**No Copyright Enforcement.** RC is not responsible for enforcing copyright or other intellectual property rights, privacy/publicity rights or contractual rights as they apply to the use of your Beats on the Application or other platforms such as, for example, SoundCloud, YouTube, or Spotify. You may choose to enforce your rights on other platforms with third-party content identification systems or legal means, but that is your sole responsibility.

## 7. IDEA SUBMISSIONS

We welcome feedback from our users and appreciate your comments regarding our Application. However, our company policy does not permit us to accept or consider ideas, suggestions, proposals, or materials (“Submissions”) that we have not specifically requested. This policy is intended to help us, and our customers avoid future misunderstandings when new products or services developed internally by our employees might be similar or even identical to a user’s idea.

If, despite our request that you not send us your ideas, you still submit them, then regardless of any conditions you may have attempted to place on your Submission, the following terms shall apply to your Submission: you acknowledge and agree that: (a) such Submissions will be considered non-confidential and non-proprietary; (b) we have the right (subject to our privacy

policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose it via the Application or otherwise to third parties for any purpose, in any way, and in any media worldwide now known or later discovered, including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such Submissions, and the right to transfer or sublicense such rights; (c) we may have something similar to the Submissions already under consideration or in development; and (d) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

## 8. INTELLECTUAL PROPERTY RIGHTS

The Resonant Cavity name and logo and Voloco name and logo are trademarks and service marks of RC. You do not have the right to use any of our trademarks, service marks, or logos, and your unauthorized use of any of these may be a violation of federal and state trademark laws.

Except for your Submitted Content, you acknowledge that all intellectual property rights in the Application, whether registered or unregistered, including but not limited to rights in graphics, logos, “look and feel,” trade dress, structure, organization, code, Submitted Content belonging to other users, and all other content in the Application and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of RC, and are protected by intellectual property laws. Except for your Submitted Content, you acknowledge and agree that RC, and/or its licensors, own all right, title, and interest in and to the Application, including all intellectual property, industrial property, and proprietary rights recognized anywhere in the world at any time and that the Application is protected by U.S. and international copyright laws. Further, you acknowledge that the Application may contain information that RC has designated as confidential, and you agree not to disclose such information without RC’s prior written consent. Nothing posted on or through the Application grants a license to any RC trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read on the Application is proprietary information protected by copyright or trademark unless otherwise noted and may not be used except with the written permission of RC. When accessing the Application, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Application is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

## 9. THIRD-PARTY SITES AND SERVICES

The Application may contain links to or allow you to share content directly with other third-party websites (“Third-Party Sites”). You acknowledge that we have no control over the Third-Party Sites and are not responsible for their contents and/or availability. We do not assume any liability for your use of any of the foregoing, the use of which you acknowledge and agree shall be at your own risk.

These links are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content, or other material contained in the Third-Party Sites, and we have no association with their operators. Your use of

the Third-Party Sites will be governed by their terms and conditions and privacy policies (if any) (“Third-Party Terms”). It is your responsibility to read and comply with Third-Party Terms.

#### 10. NOTICE FOR CALIFORNIA RESIDENTS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1789.3

Under California Civil Code Section 1789.3, California users of an electronic commercial service receive the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd. Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

#### 11. USE OF APPLICATION BY CHILDREN

In order to access and use the Application or register an account, you must be an individual at least 18 years of age and able to enter into legally binding contracts. If you are under the age of 18 but age 16 or over, you may only use the Application with the involvement, supervision, and approval of a parent or legal guardian. **THE APPLICATION IS NOT INTENDED FOR USE BY CHILDREN UNDER THE AGE OF 16.**

#### 12. TERMINATION

RC may terminate your use of the Application: (a) for breach of these Terms; (b) if you abuse Application resources or attempt to gain unauthorized entry to the Application; (c) as required by law, regulation, court or governing agency order; (d) if we discontinue the Application; or (e) if we are prevented from providing the Application for any reason. RC's termination of any user's access to the Application may be effected without notice and, on such termination, RC may immediately bar any further access to the Application. RC shall not be liable to any user or other third party for any termination of that user's access to the Application. In the event of termination, RC reserves the right to delete or save a user's Submitted Content at RC's sole discretion.

Furthermore, we reserve the right to change, edit, suspend, delete, and/or cancel any part of the Application and/or your access to it at any time with or without notice to you: (a) if required by law, or (b) due to an event beyond our control.

On termination of these Terms for any reason: (a) all rights granted to you under these Terms will cease immediately, (b) you must immediately cease all activities authorized by these Terms (including your use of the Application), and (c) you acknowledge that we may restrict your access to the Application. Sections 8–10, 14–16, and 19–20 will survive any termination or expiration of these Terms.

#### 13. LINKS

The Application may provide links to websites or other applications. RC exercises no control whatsoever over such other websites or applications and is not responsible or liable for the availability, content, advertising, products or other materials on such websites. Your access and

use of such linked websites or applications, including information, material, products and services therein, is solely at your own risk.

#### 14. INDEMNITY

You agree to indemnify and hold us and our affiliates, and their respective business partners, licensees, licensors, officers, directors, employees, and agents (the "Indemnified Parties") harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of or in connection with: (a) your use of the Application; (b) your breach or violation of any of these Terms; or (c) your violation of the rights of any third party. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as is reasonably requested by the Indemnified Parties

#### 15. LIMITED WARRANTY

YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO GUARANTEE THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS, OR ERRORS IN THE APPLICATION OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE APPLICATION. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content included in the Application is accurate, complete, or up to date.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

No information or advice obtained through the Application, or affirmation by us, by words or actions, shall constitute a warranty.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

#### 16. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGES TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OR RELIANCE ON THE APPLICATION) RESULTING

FROM ANY USER'S USE OR INABILITY TO USE THE APPLICATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Your sole remedy for dissatisfaction with the Application including, without limitation, content offered on the Application, is to stop using the Application. Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Application or any links on the Application, as well as by reason of any information or advice received through or advertised in connection with the Application or any links on the Application. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Application.

In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Application or under these Terms whether in contract, tort (including negligence) or otherwise, shall not exceed, under any circumstances, the greater of: (a) the total amount paid for goods and/or services purchased through the Application in the preceding 30 days, or (b) One Hundred Dollars (\$100). You agree that any claim or cause of action arising under these Terms or the performance or non-performance of the Application must be brought within one year after such claim or cause of action arises or be forever barred.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, RC'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON RC'S GOVERNING LAW PROVISION SET FORTH BELOW IN SECTION 20.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

## 17. DMCA NOTICE

RC respects the intellectual property rights of others and requires that the people who use the Application do the same. It is our policy to investigate and respond to claims of intellectual property misuse. If you believe in good faith that your work has been copied and is accessible on this Application in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing: (a) the electronic or physical

signature of the owner of the copyright or the person authorized to act on the owner's behalf; (b) identification of the copyrighted work that you claim has been infringed; (c) identification of the material that is claimed to be infringing and information reasonably sufficient to permit RC to locate the material, including, if applicable the full URL; (d) information reasonably sufficient to permit RC to contact you, including your name, address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 (“DMCA”) is:

Operations Manager  
Copyright Claim Review  
Resonant Cavity LLC  
1330 Lagoon Ave  
4th Floor  
612-405-0899  
[copyright@resonantcavity.com](mailto:copyright@resonantcavity.com)

Mailing DMCA notices may delay the processing of your request. Only copyright complaints should be sent to our designated agent. No other communications will be accepted or responded to.

If you fail to comply with all of the requirements above, your DMCA notice may not be valid and not be acknowledged. Once proper notice is received by our designated agent, it is RC’s policy to remove or disable access to the infringing material and to notify the content provider, member, or user that the material has been removed or access has been disabled.

If you believe that the material that was removed or to which access has been disabled is either not infringing, or you believe that you have the right to post and use such material from the copyright owner, the copyright owner’s agent, or pursuant to the law, you must send a counter-notice containing the following information to our designated agent: (a) your electronic or physical signature; (b) identification of material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (d) information reasonably sufficient to permit RC to contact you, including your name, address, telephone number and email address; and (e) a statement that you consent to the jurisdiction of federal district court in the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which you may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

If a counter-notice is received by our designated agent, RC may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed material may be replaced or access to it restored in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at RC's discretion

#### 18. REPEAT INFRINGER POLICY

Users whose accounts are associated with repeated acts of copyright infringement shall have their accounts permanently terminated.

#### 19. PRIVACY

RC agrees to treat your private personally identifiable information in accordance with the terms of our then current privacy policy, which is incorporated herein for all purposes, and which is available for review at <http://www.resonantcavity.com> (a link is also in the footer of the webpage) or by sending an e-mail request to: [privacychief@resonantcavity.com](mailto:privacychief@resonantcavity.com). By agreeing to these Terms, you are also agreeing to the privacy policy and you consent to (a) the processing of your personal information as explained in the privacy policy and (b) the collection of information from your Device as explained in the privacy policy. GENERAL INFORMATION

The Terms constitute the entire agreement between each user and RC and govern each user's use of Application, superseding any prior agreements.

The Terms and the relationship between each user and RC shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within the county of Hennepin, Minnesota. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

This Application is controlled and operated by RC from its offices within the State of Minnesota, United States of America. RC makes no representation that materials in the Application are appropriate or available for use in other locations. Those who choose to access this Application from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

The rights granted to you under these Terms may not be assigned without RC's prior written consent, and any attempted unauthorized assignment by you shall be null and void. We may transfer our rights and obligations under these Terms to another organization but this will not affect your rights or our obligations under these Terms.

In the event of any litigation brought by either party in connection with these Terms, the prevailing party shall be entitled to recover from the other party all the reasonable costs,

attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.

Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by RC of any provision, condition, or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition, or requirement at a later time.

You acknowledge and agree that RC would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between RC and any user.