

Platform Terms and Conditions

Last Updated: February 23rd 2023

For details of the Company offering you this Platform see:

The name and details of the company offering you the Platform can be found in the welcome email sent to you upon subscribing to the Platform. In addition, it can be found after logging in to the website makalza.com in the footer of this website, and on the My Account details page on makalza.com/account.

The company offering you the Platform is hereinafter referred to as **"the Company"**.

The **Company** provides this website (located at makalza.com), and any subdomain, substitute, or successor domain ("**Site**"), and, as applicable, any mobile application owned or operated by the Company which links to or references these Terms (the "**Licensed Application**") to you, the User of the Site and/or the Licensed Application ("User"), for User's personal, non-commercial use, and subject to the following general Terms and Conditions ("**Terms**"). For the purpose of the following Terms, references to the Company include the Company and its affiliates, subsidiaries, agents, representatives, successors, and assigns.

Company offers a subscription service that allows its Users to access various digital and/or entertainment content through the Site and/or Licensed Application, such as Music, Audiobook, Sports and Movies, including all features and functionalities, recommendations and reviews through the Site and/or the Licensed Application (the "**Content**"), and all content and software associated with the Site and/or Licensed Application (the Site and any Licensed Application, collectively, the "**Platform**").

These Terms apply to User whether User purchases a subscription to Company's Platform or if User visits, accesses, browses, uses, or attempts to interact with or uses any part of Company's Platform. User may only access and uses the Platform on devices that User owns or controls and User may not use the Platform on devices where User does not have all necessary permissions and rights to use the Platform. User acknowledges that these Terms are concluded between User and the Company only and that the Company is solely responsible for the Platform, including providing any maintenance or support for the Platform and any product liability, intellectual property infringement, consumer protection, or privacy claims User may have regarding the Platform.

From time to time, the Company may modify these Terms by providing notice to User, and any such notice may be provided to User through the Platform, on any other website maintained by the Company, by email, by pop-up, or by any other reasonable means. Any such modifications to these Terms will also be posted on the Site and the "Last Updated" date at the top of this webpage will be revised. User's continued use of the Platform following such modifications constitutes User's acceptance of any modified Terms.

BY INDICATING USER'S ACCEPTANCE TO THESE TERMS ELECTRONICALLY OR BY VISITING, ACCESSING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THE PLATFORM, USER REPRESENTS THAT USER IS A RESIDENT OF THE UNITED STATES OR CANADA OR ONE OF THEIR TERRITORIES AND AT LEAST 18 YEARS OF AGE OR THE AGE OF MAJORITY IN USER'S STATE OF REFERENCE, AND USER AGREES THAT USER IS LEGALLY BOUND BY THESE TERMS. IF USER DOES NOT AGREE TO THESE TERMS, IT IS IMPORTANT THAT USER DOES NOT ACCESS OR USES ANY PART OF THE PLATFORM.

- **Platform.** User's access to and use of the Platform are governed by the Site's Privacy Policy (located at makalza.com) which is incorporated herein by this reference. User's failure to accept the Privacy Policy and/or to register with the Site may prevent User from accessing or using certain features and functionalities of the Platform or any Content through the Platform. Any violation of these Terms and/or the rights of the Company, its licensors, or certain other third-party suppliers, and these Terms are directly enforceable by any such third-party licensors and suppliers for the purpose of enforcing any of the terms related to the Platform or any Content through the Platform as further detailed below.
- **Use Rights.** Conditioned upon User's payment of all applicable subscription fees and User's strict compliance with all terms and conditions set forth in these Terms, the Company hereby grants User a non-exclusive, revocable, and non-transferable, non-assignable, non-sublicensable limited right, solely as set forth in this Section and subject to all conditions and limitations set forth in these Terms, to: (a) download, install, and/or use the Platform for User's personal, non-commercial use over the Internet on certain supported internet-connected TVs, computers, and other devices owned or otherwise controlled by User, subject to the total number of devices on which User may simultaneously use the Platform as determined by User's Subscription (each, a "**Device**"); (b) access, stream, and use the Platform on such Device and the Content as made available or accessible on or through the Platform; (c) depending on the Platform, the applicable Content, or the third-party software, temporarily download such Content and/or third-party software on certain supported Devices for offline viewing ("**Temporary Download**"), which may be subject to certain limitations, including any restrictions on the number of Temporary Downloads per account, the maximum number of Devices that can contain Temporary Downloads, the time period within which User will need to begin viewing Temporary Downloads, and how long the Temporary Downloads will remain accessible; and (d) use the Content provided through the Platform only in the form and manner presented and provided by the Company.
- **Ownership.** The Platform and any Content made available through the Platform, including all copyrights, trademarks, service marks, trade names, and all other intellectual property rights ("**Intellectual Property**") therein, are and shall remain, owned, or controlled by the Company, or the third party that created and/or licensed the Platform and any Content to the Company. All rights in and to the Platform, and any Content and Intellectual Property available through the Platform, are the property of the Company or of the party that created and/or licensed the Platform and/or Content to the Company. The Company, or the party that created and/or licensed the Platform and/or Content to the Company, shall retain all right, title, and interest (including without limitation under applicable contractual, copyright, patent, trademark, trade secret and related laws) in the performance of the Platform or the Content on the Platform. Notwithstanding any provision to the contrary in these Terms, User shall use the Platform and Content in a manner consistent with the Company's, its licensors', or certain other third parties' interests and the terms and conditions herein, and shall promptly notify the Company of any threatened or actual infringement of the Platform and/or any Content made available through the Platform.
- **Prohibited Use.** User agrees to use the Platform only for purposes expressly permitted by these Terms and in compliance with any applicable international, federal, state, and local laws, rules regulations, or other restrictions on the use of the Platform and Content herein ("**Applicable Law**"). User shall not:
 1. sell, offer for sale, copy, create derivative works, enhancements, or modifications from, upload, reproduce, display, publicly perform, import, distribute, retransmit, or otherwise use the Platform or any Content through the Platform, in whole or any part thereof, in any way, unless expressly permitted to do so by the Company or these Terms;
 2. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform;
 3. publish, broadcast, frame, excerpt, reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof or otherwise use any data mining, data gathering or extraction method;
 4. remove, obscure, or alter any proprietary rights or Intellectual Property notices (including copyright and trademark notices) which may be affixed to or contained on materials accessed within the Platform or displayed in any Content or otherwise use or authorize any party to co-brand or frame any aspect of the Platform or any Content through the Platform without the express prior written permission of an authorized representative of the Company and its licensors or certain other third party suppliers in each instance;
 5. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform, or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one Device at any time;
 6. remove, disable, circumvent, or otherwise create or implement any workaround to any Intellectual Property or security features in or protecting the Platform;
 7. post, upload, or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicit funds, advertisers, and/or sponsors for any purpose; or
 8. use the Platform in any manner that could in any way disable, overburden, damage, or impair the Platform or any Content through the Platform or otherwise interfere with any other party's use and enjoyment of the Platform or otherwise attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Platform and any Content through the Platform.

For purposes of these Terms, "framing" refers to displaying the Platform or any Content through the Platform within a bordered area of another website, regardless of whether the address of the originating Platform is visible. User agrees to cease any unauthorized co-branding or framing immediately upon notice from the Company.

- **Collection and Use of User's Information.** User acknowledges that when User downloads, accesses, installs, or uses the Platform, the Company may utilize technology (e.g., web beacons) to collect information about User's Device and about User's use of and access to the Platform. User also may be required to provide certain information about himself as a condition to downloading, installing, accessing, or using the Platform, the Content through the Platform, or certain features or functionalities thereto. By installing, accessing, using, and/or providing information to or through this Platform, User consents to all actions taken by the Company with respect to User's information in accordance with Company's Privacy Policy and consistent with Applicable Law.
- **Creating an Account.**
 1. **Accounts.** In order to access and use the Platform or any Content through the Platform, User must first register through Company's online registration process for the Platform by entering User's name, email address, and Payment Method, and by selecting a valid username and password (collectively, the "**Registration Information**"). If User is a minor in User's state of residence, then User is not permitted to register as a user or otherwise access or use the Platform or any Content through the Platform or submit personal information to us. The Company is not responsible for verifying Registration Information and the Company will have no liability associated with or arising from User's failure to maintain accurate, current, and complete Registration Information, including, without limitation, any liability arising out of User's failure to receive critical information about the Platform or User's account. The Company reserves the right, at Company's discretion and to the extent permitted by Applicable Law, to refuse registration of User's account if the Company believes the information User provides is not correct, current, or complete and/or to cancel, terminate, suspend, or deactivate User's account, including due to inactivity or violation of these Terms; and delete all related information and files in, or relating to, User's account.
 2. **Confidentiality and Security.** User is solely responsible and liable for the confidentiality and security of User's account and password(s) at all times and all actions taken through or as a result of User's Registration Information. Any passwords used for the Platform are for individual use only. From time to time, the Company may require that User changes his password. User is prohibited from using any services or facilities provided in connection with the Platform to compromise security or tamper with system resources and/or accounts. User must immediately notify the Company of any unauthorized use of User's account, password, or username or any other breach of security. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If User becomes involved in any suspected violation of system security, the Company reserves the right to release User's account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents.
- **Subscription.**
 1. **Ongoing Subscription.** Some membership plans may have differing conditions and limitations, which will be disclosed at User's sign-up or in other communications made available to User, and for a recurring fee ("**Subscription Fee**"), the Company offers access to and use of the Platform on a subscription basis ("**User's Subscription**"). To the fullest extent permitted by Applicable Law, User's Subscription will continue and automatically renew for the Subscription Period (as defined below) unless and until User cancels his Subscription, or his account is otherwise suspended or terminated pursuant to these Terms. The Company reserves the right to change the terms of User's Subscription, including the Subscription Fee, from time to time, effective as of the beginning of User's next Subscription Period following the date of the change. The Company will give User advance notice of these changes.
 2. **Payment Method.** To use the Platform, User will be required to provide a current, valid, accepted method of payment to complete User's Subscription and to use the Platform, as may be updated from time to time and which may include payment through User's account with a third party ("**Payment Method**"). User's "**Subscription Period**" will be as set forth on the Site corresponding to the type of subscription that User chooses when User signed up for User's Subscription. At the beginning of each Subscription Period, the Company will charge User's Payment Method the applicable Subscription Fee corresponding to the term of User's Subscription and any applicable taxes. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and User does not cancel User's account, the Company may suspend User's access to the Platform until the Company has successfully charged a valid Payment Method for User's Subscription Fee. If User signed up for User's Subscription with a third party as a Payment Method, User could find the billing information about User's Subscription by visiting User's account with the applicable third party, and for some Payment Methods, the issuer may charge User certain fees, such as foreign transaction fees or other fees relating to the processing of User's Payment Method. User authorizes the Company to charge any Payment Method associated to User's account in case User's primary Payment Method is declined or no longer available to the Company for payment of User's Subscription Fee. All charges and Subscription Fees are final and non-refundable.
 3. **Cancellation.** User may cancel User's Subscription by logging into User's account settings or by contacting our customer service. User must cancel User's Subscription before it renews in order to avoid billing of the Subscription Fee for the next billing cycle to User's Payment Method. If User cancels User's Subscription, User will continue to have access to the Platform through the end of User's then-current Subscription Period. If User signed up for the Platform using User's account with a third party as a Payment Method and wish to cancel User's Subscription, User may need to do so through that third party, for example by visiting User's account with the applicable third party and turning off auto-renew, or unsubscribing from the Platform through that third party.
 4. **Updates.** The Company may from time to time in its sole discretion develop and provide updates to various aspects of the Platform and any Content, which may include upgrades, bug fixes, patches, other error corrections, new features and/or availability of Content (collectively, including related documentation, "**Updates**"). User agrees that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality and that Updates may modify or delete in their entirety certain features and functionality. All Updates will be deemed part of the Platform and be subject to all terms and conditions of these Terms.
- **Geographic Restrictions.** User may access the Platform and any Content through the Platform primarily in the country in which User has established User's account and only in geographic locations where the Company offers the Platform and has licensed such Content. The Content that may be available will vary by geographic location and will change from time to time. Additionally, some Temporary Downloads, as applicable, may not be playable in certain countries and if User goes online in a country where User would not be able to stream that Temporary Download, that Temporary Download will not be playable while User is in that country.
- **Third-Party Services.** The Platform and any Content through the Platform may display, include, or make available third-party software, materials, content, separate the Company applications or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Services**"). User acknowledges and agrees that these Terms are entered into directly between User and the Company and that, except as and to the extent prohibited under Applicable Law or otherwise determined in a judicial or administrative proceeding, such third parties shall not be liable or responsible to User and/or Company for any costs, expenses or damages of any kind or nature that may arise in connection with such Third-Party Services, the Platform and the Content through the Platform, or any action of the Company. Notwithstanding the foregoing, User acknowledges that such third parties shall be deemed third party beneficiaries to these Terms and that these Terms are directly enforceable by such third parties for the purpose of enforcing any of the terms related to the Third-Party Services or the Platform and/or any Content through the Platform.
- **Disclaimer of Warranties.** ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE PLATFORM, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. THE COMPANY (AND SOLELY FOR THE PURPOSES OF USER'S INDEMNIFICATION OBLIGATIONS, THE DISCLAIMER OF WARRANTIES, THE LIMITATION OF LIABILITY, AND THE MANDATORY BINDING ARBITRATION, "THE COMPANY" INCLUDES ANY AND ALL SUBSIDIARIES AND AFFILIATES, AND ANY THIRD PARTY SUPPLIERS AND LICENSORS) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF TITLE OR NON-INFRINGEMENT AS TO THE PLATFORM OR ANY CONTENT THROUGH THE PLATFORM PROVIDED TO USER. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM, ANY CONTENT, OR ANY COMMUNICATION WILL BE ACCURATE, COMPLETE, ERROR-FREE, WITHOUT INTERRUPTION, FREE FROM VIRUSES OR OTHER MALICIOUS AGENTS, OR TRANSMITTED IN A SECURE MANNER OR UNCORRUPTED OR AT ANY UPSTREAM OR DOWNSTREAM SPEED, AND THE COMPANY SPECIFICALLY DISCLAIMS ALL LIABILITY FOR THE USE OF THE PLATFORM, PLATFORM READY DEVICES, AND SOFTWARE ASSOCIATED WITH THE PLATFORM (INCLUDING THE CONTINUING COMPATIBILITY WITH THE PLATFORM). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THOSE PROVISIONS MAY NOT APPLY TO USER. THIS SECTION WILL CONTINUE IN EFFECT AFTER THESE TERMS TERMINATE.
- **Indemnification.** To the fullest extent permitted by Applicable Law, User will indemnify, defend, and hold harmless the Company, Company's affiliates, and Company's affiliates' shareholders, members, subsidiaries, managers, directors, officers, employees, contractors, and agents, from and against any and all third party claims, liabilities, damages, losses, costs, and expenses, including court costs and reasonable attorneys' fees, resulting from, relating to, or arising out of, (i) User's failure to comply with these Terms; (ii) any fraud, manipulation, deception, or misrepresentations by User; (iii) User's access to, or use of, the Platform or the Content through the Platform; (iv) all use of, and activities that occur under User's account (whether conducted by User or another); (v) any violation of any Applicable Law by User, and (vi) any dispute between User and another user of the Platform.
- **Limitation of Liability.** THE COMPANY'S ENTIRE LIABILITY AND USER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH THE COMPANY (INCLUDING WITHOUT LIMITATION USER'S USE OF THE PLATFORM, ANY CONTENT THROUGH THE PLATFORM, OR THE RECEIPT OF ANY COMMUNICATIONS) IS TO DISCONTINUE USER'S USE OF THE PLATFORM, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE COMPANY AND ITS LICENSORS AND VENDORS SHALL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO USER FOR PERSONAL INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER, BUT COMPANY'S AND COMPANY'S LICENSORS' AND VENDORS' LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ANY EVENT, IF ANY OF THE ABOVE PROVISIONS IN THIS SECTION ARE NOT ENFORCEABLE IN ANY APPLICABLE JURISDICTION, COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO ANY AMOUNT ACTUALLY PAID TO COMPANY BY USER IN CONNECTION WITH THE PLATFORM THAT GAVE RISE TO THE CLAIM(S). NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO USER.
- **ARBITRATION - IMPORTANT - PLEASE REVIEW - AFFECTS USER'S LEGAL RIGHTS.**
 1. **MANDATORY BINDING ARBITRATION.** BY USING THE PLATFORM, REGARDLESS OF WHERE USER LIVES OR IS LOCATED IN THE WORLD, USER CONSENTS TO THESE TERMS AND ANY CLAIMS RELATING TO THE INFORMATION, SERVICES OR PRODUCTS MADE AVAILABLE THROUGH THE PLATFORM WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, U.S.A., EXCLUDING THE APPLICATION OF ITS CONFLICTS OF LAW RULES. USER AGREES THAT, SUBJECT TO THE FOLLOWING SENTENCE, VENUE FOR ALL ACTIONS, RELATING IN ANY MANNER TO THESE TERMS, WILL BE IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION LOCATED IN NEW YORK, NEW YORK. DISPUTES RELATING TO OR ARISING UNDER THESE TERMS AND/OR THE PLATFORM, SUBJECT TO SECTION 15 BELOW, SHALL BE SUBMITTED TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS INTERNATIONAL ARBITRATION RULES (THE "**INTERNATIONAL RULES**") THROUGH (3) ARBITRATORS WHO WILL BE CHOSEN IN ACCORDANCE WITH THE ABOVE INTERNATIONAL RULES; PROVIDED, HOWEVER, THAT THE COMPANY (AND/OR ITS THIRD PARTY SUPPLIERS OR LICENSORS) MAY ENFORCE ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION, INCLUDING BUT NOT LIMITED TO EQUITABLE RELIEF.
 2. TIME IS OF THE ESSENCE WITH RESPECT TO SUCH ARBITRATION, AND THE ARBITRATOR(S) SHALL BE EXPEDITIOUSLY TO BEGIN THE PROCEEDING, CONDUCT THE PROCEEDING AND RENDER A DECISION AS PRACTICABLE. NOTWITHSTANDING THE FOREGOING, USER AND THE COMPANY MAY EACH SEEK EMERGENCY OR INTERIM RELIEF AS PROVIDED BY THE INTERNATIONAL RULES. The arbitration shall be held in the English language, with the place of arbitration (i) in New York, New York, United States of America or (ii) via videoconference as required to allow the hearing to proceed as scheduled at the discretion of the arbitrator. Except as otherwise expressly set forth herein, User and the Company each waive any objection that it may have to the aforementioned choice of law or venue. User and the Company each agree that (y) any dispute about the arbitral tribunal's jurisdiction, either before or after initiation of the arbitration, and/or (z) any dispute about the arbitrability of any claim, counterclaim, or set off shall be brought solely and exclusively in a court of competent jurisdiction in the State of New York; an arbitral tribunal may not decide its own jurisdiction or the arbitrability of any matter in the event of any disagreement between User and the Company.
 3. THE ARBITRATION AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING UPON BOTH USER AND THE COMPANY. The existence, content, or results of such arbitration proceeding shall be kept confidential, unless enforceable law requires otherwise or to the extent required to compel arbitration, when required to enforce other rights or defend other proceedings in situations in which the fact of the award is a necessary element of the claim or defense, or to obtain interim relief or to enforce an award. Any award must be made in U.S. dollars and be subject to these Terms. In addition to all rights provided under the International Rules and law, User and the Company each agree that any judgment rendered by the arbitrators may be enforced or executed against the assets of any such party in any jurisdiction pursuant to U.S. law or the New York Convention, as applicable.
 4. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH USER AND COMPANY EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS, THE PLATFORM, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
 5. USER AGREES THAT ANY CLAIM USER MAY HAVE ARISING OUT OF OR RELATED TO USER'S USE OF THE PLATFORM OR USER'S RELATIONSHIP WITH THE COMPANY MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USER'S CLAIM IS PERMANENTLY BARRED.
 6. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, BOTH USER AND COMPANY WAIVE THE RIGHT TO BRING ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE COLLECTIVE GENERAL ACTION, OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION REGARDING ANY DISPUTE BROUGHT BY ANYONE ELSE.
 7. THIS SECTION SHALL survive any termination of these Terms. If any part of this Section, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Section shall be unenforceable.
- **Designated Copyright Agent.** The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe material appearing on the Internet infringes their rights under U.S. copyright law. If User believes in good faith that materials made available on or accessible through the Platform or any Content through the Platform infringe User's copyright, User (or User's agent) may send the Company a notice requesting that the Company removes or blocks the materials or disables access to them. If User believes in good faith that someone has wrongly filed a notice of copyright infringement against User, the DMCA permits User to send the Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. For purpose of the DMCA, notices and counter-notices can be sent to: customer@fraavy.com.
- **Export Regulation.** User's use of the Platform and any Content through the Platform may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. User shall not, directly or indirectly, export, re-export, or release the Platform or the Content through the Platform to, or make the Platform or the Content through the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. User shall comply with all Applicable Law and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the Content through the Platform available outside the US.
- **Severability.** If any provision of these Terms is invalid, illegal, or unenforceable under Applicable Law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.
- **Entire Agreement.** These Terms and Company's Privacy Policy constitute the entire agreement between User and Company with respect to the Platform and any Content through the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral.
- **Suspension and Termination.** Company may, at any time, suspend or terminate User's Subscription and access to the Platform, for any reason, including if User violates any of the terms and conditions of these Terms. Company may terminate User's Subscription at any time if it ceases to support the Platform or any Content through the Platform. Upon suspension or termination of User's access to the Platform or all Content or Temporary Downloads through the Platform, or upon notice from us: (i) all rights granted to User under these Terms are immediately terminated; and (ii) User will immediately discontinue use of the Platform and all Content or Temporary Downloads through the Platform. Termination will not limit any of Company's rights or remedies at law or in equity. The indemnification obligations, warranty disclaimers, and limitations of liability shall survive the termination of these Terms and shall remain in effect.
- **Notice.** User agrees that the Company may give User notices or otherwise respond to User by email or mail (if the Company have it on file) or in any other manner reasonably elected by us. All legal notices to the Company must be sent to the following email address: customer@fraavy.com.
- **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms and any applicable purchase or other terms, the terms of these Terms shall govern.