

General Terms and Conditions

VERSION LAST UPDATED July 1st 2022

For details of the provider of this Platform see:

- the welcome email sent to you upon subscribing to the Platform; and
- on the My Account details page.

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

The **Partner** provides this website (located at app-conic.com), and any subdomain, substitute, or successor domain ("**Site**"), and, if applicable, any mobile application owned or controlled by the Partner that refers to or links you, the user of the Site and/or the Licensed Application ("you" or "your"), to these Terms (the "**Licensed Application**") for your personal, non-commercial use, and subject to the following general Terms and Conditions ("**Terms**"). For purposes of the following Terms, references to "intellectual Property" therein, are and shall include the Partner and its affiliates, subsidiaries, agents, representatives, successors, and assigns.

Partner offers a subscription service that allows you 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 you whether you purchase a subscription to Our Platform or if you visit, access, browse, use, or attempt to communicate with or use any part of Our Platform. You may only access and use the Platform on devices that you own or control and you may not use the Platform on devices on which you do not have all necessary permissions and rights to use the Platform.

From time to time, we may change these Terms by notifying you, and such notice may be provided to you through the Platform, on another website maintained by us, by email, by pop-up, or by other reasonable means. Such changes to these Terms will also be posted on the Site and the "Last Updated" date at the top of this webpage will be revised. If you continue to use the Platform after such changes it means that you accept the changed Terms.

BY INDICATING YOU THE ACCEPTANCE OF THESE TERMS ELECTRONIC OR BY VISITING, ACCESSING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THE PLATFORM, YOU REPRESENT THAT YOU ARE 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 YOUR STATE OF REFERENCE, AND YOU AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS. PLEASE DO NOT ACCESS OR USE ANY PART OF THE PLATFORM, IF YOU DO NOT AGREE TO THESE TERMS.

1. Platform

- a) Your access to and use of the Platform are governed by the Site's Privacy Policy (located at [app-conic.com] which is incorporated herein by this reference.
- b) Your failure to accept the Privacy Policy and/or to register with the Site may prevent you from accessing or using certain features and functionalities of the Platform or any Content through the Platform.
- c) Any violation of these Terms and/or the rights of the Partner, 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.

2. Use Rights

- a) Conditioned upon your payment of all applicable subscription fees and your strict compliance with all terms and conditions set forth in these Terms, the Partner hereby grants you 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:
 - i) download, install, and/or use the Platform for your personal, non-commercial use over the Internet on certain supported Internet-connected TVs, computers, and other devices owned or otherwise controlled by you, subject to the total number of devices on which you may simultaneously use the Platform as determined by your Subscription (each, a "**Device**");
 - ii) access, stream, and use the Platform on such Device and the Content as made available or accessible on or through the Platform;
 - iii) 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 you will need to begin viewing Temporary Downloads, and how long the Temporary Downloads will remain accessible; and
 - iv) use the Content provided through the Platform only in the form and manner presented and provided by the Partner.

3. Ownership

- a) The Platform and any Content made available through the Platform, including all copyrights, trademarks, service marks, trade names, and other website proprietary rights ("**Intellectual Property**") therein, are and shall remain owned, or controlled by us, or the third party that created and/or licensed the Platform and any Content to the Partner.
- b) All rights in and to the Platform, and any Content and Intellectual Property available through the Platform, are the property of the Partner or of the party that created and/or licensed the Platform and/or Content to the Partner.
- c) The Partner, or the party that created and/or licensed the Platform and/or Content to us, 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.
- d) Notwithstanding any provision to the contrary in these Terms, you shall use the Platform and Content in a manner consistent with the Partner's, its licensors', or certain other third parties' interests and the terms and conditions herein, and shall promptly notify us of any threatened or actual infringement of the Platform and/or any Content made available through the Platform.

4. Prohibited Use

- a) You agree 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**").
- b) You shall not:
 - i) 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 us or these Terms; modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform;
 - ii) 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;
 - iii) 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 Partner and its licensors or certain other third party suppliers in each instance;
 - iv) 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;
 - v) remove, disable, circumvent, or otherwise create or implement any workaround to any Intellectual Property or security features in or protecting the Platform;
 - vi) 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
 - vii) 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.
- c) 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. You agree to cease any unauthorized co-branding or framing immediately upon notice from us.

5. Collection and Use of your Information

- a) You acknowledge that when you download, access, install, or use the Platform, we may utilize technology (e.g., web beacons) to collect information about your Device and about your use of and access to the Platform.
- b) You also may be required to provide certain information about yourself as a condition to downloading, installing, accessing, or using the Platform, the Content through the Platform, or certain features or functionalities thereto.
- c) By installing, accessing, using, and/or providing information to or through this Platform, you consent to all actions taken by us with respect to your information in accordance with our Privacy Policy and consistent with Applicable Law.

6. Creating an Account

- a) In order to access and use the Platform or any Content through the Platform, you must first register through our online registration process for the Platform by entering the "**Registration Information**":
 - i) your name,
 - ii) email address, and
 - iii) Payment Method, and by selecting
 - iv) a valid username and password
- b) If you are a minor in your state of residence, then you are 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.
- c) We are not responsible for verifying Registration Information and we will have no liability associated with or arising from your failure to maintain accurate, current, and complete Registration Information, including, without limitation, any liability arising out of your failure to receive critical information about the Platform or your account.
- d) We reserve the right, at our discretion and to the extent permitted by Applicable Law, to refuse registration of your account if we believe the information you provide is not correct, current, or complete and/or to cancel, terminate, suspend, or deactivate your account, including due to inactivity or violation of these Terms; and delete all related information and files in, or relating to, your account.

7. Confidentiality and Security

- a) You are solely responsible and liable for the confidentiality and security of your account and password(s) at all times and all actions taken through or as a result of your Registration Information.
- b) Any passwords used for the Platform are for individual use only. From time to time, we may require that you change your password.
- c) You are prohibited from using any services or facilities provided in connection with the Platform to compromise security or tamper with system resources and/or accounts.
- d) You must immediately notify us of any unauthorized use of your account, password, or username or any other breach of security.
- e) The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited.
- f) If you become involved in any suspected violation of system security, we reserve the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents.

8. Subscription

- a) Some membership plans may have differing conditions and limitations, which will be disclosed to your sign-up or in other communications made available to you, and for a recurring fee ("**Subscription Fee**"), we offer access to and use of the Platform on a subscription basis ("**your Subscription**").
- b) To the fullest extent permitted by Applicable Law, your Subscription will continue and automatically renew for the Subscription Period (as defined below) unless and until you cancel your Subscription, or your account is otherwise suspended or terminated pursuant to these Terms.
- c) We reserve the right to change the terms of your Subscription, including the Subscription Fee, from time to time, effective as of the beginning of your next Subscription Period following the date of the change. We will give you advance notice of these changes.

9. Payment Method

- a) To use the Platform, you will be required to provide a current, valid, accepted method of payment to complete your Subscription and to use the Platform, as may be updated from time to time and which may include payment through your account with a third party ("**Payment Method**").
- b) your "**Subscription Period**" will be as set forth on the Site corresponding to the type of subscription that you choose when you signed up for your Subscription.
- c) At the beginning of each Subscription Period, we will charge your Payment Method the applicable Subscription Fee corresponding to the term of your Subscription and any applicable taxes.
- d) If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the Platform until we have successfully charged a valid Payment Method for your Subscription Fee.
- e) If you signed up for your Subscription with a third party as a Payment Method, you could find the billing information about your Subscription by visiting your account with the applicable third party, and for some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method.
- f) You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your Subscription Fee.
- g) All charges and Subscription Fees are final and non-refundable.

10. Cancellation

- a) You may cancel your Subscription by logging into your account settings.
- b) You must cancel your Subscription before it renews in order to avoid billing of the Subscription Fee for the next billing cycle to your Payment Method.
- c) If you cancel your Subscription, you will continue to have access to the Platform through the end of your then-current Subscription Period.
- d) If you signed up for the Platform using your account with a third party as a Payment Method and wish to cancel your Subscription, you may need to do so through that third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the Platform through that third party.

11. Updates

- a) We 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**").
- b) You agree that we have 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.
- c) All Updates will be deemed part of the Platform and be subject to all terms and conditions of these Terms.

12. Geographic Restrictions

- a) You may access the Platform and any Content through the Platform primarily in the country in which you have established your account and only in geographic locations where we off the Platform and has licensed such Content.
- b) 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 you go online in a country where you would not be able to stream that Temporary Download, that Temporary Download will not be playable while you are in that country.

13. Third-Party Services

- a) The Platform and any Content through the Platform may display, include, or make available third-party software, materials, content, separate our applications or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Services**").
- b) You acknowledge and agree that these Terms are entered into directly between you and us 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 you and/or the Partner 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 Partner.
- c) Notwithstanding the foregoing, you acknowledge 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.

14. Disclaimer of Warranties

- a) 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.
- b) THE PARTNER (AND SOLELY FOR THE PURPOSES OF YOUR INDEMNIFICATION OBLIGATIONS, THE DISCLAIMER OF WARRANTIES, THE LIMITATION OF LIABILITY, AND THE MANDATORY BINDING ARBITRATION, "THE PARTNER" 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 YOU. THE PARTNER 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 PARTNER 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).
- c) SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THOSE PROVISIONS MAY NOT APPLY TO YOU. THIS SECTION WILL CONTINUE IN EFFECT AFTER THESE TERMS TERMINATE.

15. Indemnification

- a) To the fullest extent permitted by Applicable Law, you will indemnify, defend, and hold harmless the Partner, our affiliates, and our agents, 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) your failure to comply with these Terms;
 - ii) any fraud, manipulation, deception, or misrepresentations by you;
 - iii) your access to, or use of, the Platform or the Content through the Platform;
 - iv) all use of, and activities that occur under your account (whether conducted by you or another);
 - v) any violation of any Applicable Law by you, and
 - vi) any dispute between you and another you of the Platform.

16. Limitation of Liability

- a) THE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH THE PARTNER (INCLUDING WITHOUT LIMITATION YOUR USE OF THE PLATFORM, ANY CONTENT THROUGH THE PLATFORM, OR THE RECEIPT OF ANY COMMUNICATIONS) IS TO DISCONTINUE YOUR USE OF THE PLATFORM, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PARTNER AND ITS LICENSORS AND VENDORS SHALL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU 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 YOU, BUT PARTNER'S AND OUR LICENSORS' AND VENDORS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- b) IN ANY EVENT, IF ANY OF THE ABOVE PROVISIONS IN THIS SECTION ARE NOT ENFORCEABLE IN ANY APPLICABLE JURISDICTION, OUR MAXIMUM LIABILITY WILL BE LIMITED TO ANY AMOUNT ACTUALLY PAID TO YOU BY YOU IN CONNECTION WITH THE PLATFORM THAT GAVE RISE TO THE CLAIM(S).
- c) NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

17. ARBITRATION - IMPORTANT - PLEASE REVIEW - AFFECTS YOUR LEGAL RIGHTS

- a) MANDATORY BINDING ARBITRATION. BY USING THE PLATFORM, REGARDLESS OF WHERE YOU LIVE OR IS LOCATED IN THE WORLD, YOU 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. YOU AGREES THAT, SUBJECT TO THE FOLLOWING SENTENCE, VENUE FOR ALL ACTIONS, RELATING IN ANY MANNER TO THESE TERMS, WILL BE IN A FEDERAL DISTRICT 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 ABOVE, SHALL BE SUBMITTED TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS INTERNATIONAL ARBITRATION RULES (THE "**INTERNATIONAL RULES**") BY THREE (3) ARBITRATORS WHO WILL BE CHOSEN IN ACCORDANCE WITH THE ABOVE INTERNATIONAL RULES; PROVIDED, HOWEVER, THAT THE PARTNER (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.
- b) TIME IS OF THE ESSENCE WITH RESPECT TO SUCH ARBITRATION, AND THE ARBITRATOR(S) SHALL BE INSTRUCTED TO BEGIN THE PROCEEDING, CONDUCT THE PROCEEDING AND RENDER A DECISION AS EXPEDITIOUSLY OR PRACTICABLE. NOTWITHSTANDING THE FOREGOING, YOU AND THE PARTNER 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, you and the Partner each waive any objection that it may have to the arbitration, and you agree to arbitrate any dispute between you and us, and you each agree that (y) any dispute about the arbitration shall be deemed to have accepted the right to enforce these Terms against you as a third-party beneficiary thereof. You further agree to comply with our App Stores' Terms and conditions: (a) Apple Media Services Terms and Conditions (available at: <https://www.apple.com/legal/internet-services/itunes/us/terms.html>); and (b) Google Play Terms of Service (available at: <https://play.google.com/about/play-terms/index.html>), which are incorporated herein and made a part of these Terms by this reference.

20. Export Regulation

- a) Your use of the Platform and any Content through the Platform may be subject to other export control laws, including the Export Control Reform Act and its associated regulations.
- b) You 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.
- c) You 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.

21. Severability

- a) 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.

22. Entire Agreement

- a) These Terms and our Privacy Policy constitute the entire Agreement between you and us with respect to the Platform and any Content through the Platform and supersede all prior or contemporaneous understandings and Agreements, whether written or oral.

23. Suspension and Termination

- a) We may, at any time, suspend or terminate your Subscription and access to the Platform, for any reason, including if you violate any of the terms and conditions of these Terms.
- b) We may terminate your Subscription at any time if it ceases to support the Platform or any Content through the Platform. Upon suspension or termination of your access to the Platform or all Content or Temporary Downloads through the Platform, or upon notice from us:
 - i) all rights granted to you under these Terms are immediately terminated; and
 - ii) You will immediately discontinue use of the Platform and all Content or Temporary Downloads through the Platform.
- c) Termination will not limit any of our 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.

24. Notice

- a) You agree that we may give you notices or otherwise respond to you by email or mail (if we have it on file) or in any other manner reasonably elected by us. Our contact details can be found in the My Account section of the Site.

25. Waiver

- a) 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.
- b) In the event of a conflict between these Terms and any applicable purchase or other terms, the terms of these Terms shall govern.