

Terms of Use

All users who use Loudey Services (the “Service”) agree to this Terms of Use (“Terms”). Loudey is officially named Loudey LLC so the Terms below are an agreement between you and Loudey LLC (DBA LOUDEY).

NOTICE ON ARBITRATION: YOU AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST LOUDEY LLC. ALL DISPUTES WILL BE RESOLVED BETWEEN INDIVIDUALS AND LOUDEY THROUGH BINDING, INDIVIDUAL ARBITRATION.

If any aspect of this agreement is unenforceable, the rest will remain in effect. Our Service is provided “as is,” and we can’t guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

OUR RIGHTS AND DUTIES:

Loudey will provide the Service, which includes the ability for users to share audio broadcasts (“Casts”) so they can communicate and connect with other individuals, brands, corporations, and organizations. We will pursue a culture of positivity to provide a safe space to use the Service. We may need to take actions against users who are being hateful to others or misusing the Service, such as those who are behaving destructively or promoting a negative culture on the platform. In serious situations, we may have to share information about users to law enforcement.

We reserve all rights not expressly granted to you. Our rights and obligations can be assigned to others.

We will improve our services using whatever technologies available to do so and we may require collecting and using your information. We may use your data to provide you advertisements and sponsored content. We may use your data for research purposes while collaborating with others. To fund the Service, we will accept money from third parties for advertisement-related services using your data. We will also be funded by users who pay us to broaden the reach of their Casts and to increase the length of time. We may develop subscription services for users in the future as well that can be paid for.

We are granted by you a non-exclusive, royalty-free, sublicensable, transferable, worldwide license to use, modify, distribute, host, publicly perform or display, copy, run, translate, and create derivative works of any content that is covered by intellectual property rights shared by you on our Service. You agree to this if you use our Service. You also agree that we can download and install updates to our Service on your device. We can show your username,

profile picture, and information about your relationships with other users, brands, ads, accounts, offers, or other sponsored content that you listen to or engage with without any compensation to you.

We may change your username if we feel it is appropriate or necessary. We can remove any content or information you share on our Service and refuse to provide you our Service (including terminating your access) if we believe that it violates these Terms of Use, our policies, infringes on other's intellectual property rights, or if we believe it is harmful to our community. We also can remove any content or information you share, terminate your account, and block your access from using our Service if it is required by law or we believe it is reasonable to do so to avoid or mitigate adverse legal or regulatory impacts on us. We may keep your information even after you attempt to delete it if we are not technically able to do so because of limitation to our systems, if your content has been shared by others on our Service, or if deletion of the content would prevent our ability to investigate potential illegal activity or violations of our Terms and policies. We may also keep your information if it protects the safety and security of our products, systems, and users, or if doing so is necessary to comply with a legal obligation or with a request of a judicial or administrative authority, law enforcement, or government agency.

We are not liable for services and features offered by companies or people that is accessed on our Service. Our liability for anything that happens on our Service is limited as much as the law will allow. Our aggregate liability arising out of or relating to these Terms will not exceed \$100 or the amount you have paid us in the last one year. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

YOUR RIGHTS AND DUTIES:

You own the content you share on our Service.

Users must be at least 13 years old and must not be prohibited from receiving any aspect of our Service under any applicable laws. Users must not be prohibited from engaging in payments related to our services. Sex offenders are not allowed to use our Service. If you have been blocked from using our Service, you must not create new accounts or use the Service using someone else's account.

You can't impersonate other people, provide inaccurate information, or create an account for someone else without their permission. You cannot help or encourage behavior that is unlawful, misleading, fraudulent, illegal, or for an unauthorized purpose. This includes spreading misinformation (for example about vaccinations or false health information) or inciting any activity that could lead to an insurrection (such as the one that occurred on January 6th, 2021, at the Capitol Hill Riots). You cannot violate yourself or encourage or help others to

violate our Terms or our policies. You can't interfere with or impair our ability to operate our Service.

You must protect others private or confidential information and not share it without their permission. You cannot violate other's intellectual property rights. When you share information you are representing that you own or have obtained the necessary rights to the content you are sharing with others. You will not create a username that is obscene or offensive, or containing a website domain address.

You can't modify our products or their components. You can't reverse engineer our products or their components. You can't translate our products or their components. You can't create derivative works of our products or their components. You can't access or collect information in unauthorized ways, including automated ways, unless you have our written permission to do so. You can't sell, license, or purchase any data that has been created with our Service, including accounts. You can't modify, create derivative works of, decompile, or otherwise attempt to extract source code from us without our written permission to do so.

You cannot transfer your rights or obligations under this agreement without our consent.

You agree that we don't control what people and others do or say, and we aren't responsible for their actions or conduct. This includes your own actions or conduct and any offline behavior or content. This also includes any unlawful or objectionable behavior or content. You agree not to hold us liable for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to our Service, these Terms. This is true even if we know they are possible or from deleting or erasing your account or content. You agree to defend (at our request), indemnify, and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any claim.

Except as provided below, **You and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Loudey ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted.** You and we may bring a claim only on your own behalf and cannot seek relief that would affect other users. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.

Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgement to a court of general jurisdiction), then the claims must be resolved by binding, individual arbitration. The American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules. **You and we expressly waive a trial by jury.** The following claims don't have to be arbitrated and may be brought in court:

disputes related to intellectual property (like copyrights, automated ways). In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide. This arbitration provision is governed by the Federal Arbitration Act.

The laws of the Commonwealth of Pennsylvania, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions. If Loudey headquarters moves to another state, that state where it is headquartered will govern these Terms and any claim, without regard to conflict of law provisions.

Unsolicited Material

We always appreciate feedback or other suggestions but may use them without any restrictions or obligation to compensate you for them and are under no obligation to keep them confidential.

Updating These Terms

We may change our website and policies, and we may need to make changes to these Terms so that they accurately reflect our Service, goals, and policies.

Revised September 24, 2021