



ARISA LAB, LLC TERMS OF SERVICE

Last Updated: September 12, 2021

Please carefully read this Terms of Service agreement (“**Terms**”). The Terms have been prepared as a binding agreement between you (“**user**,” “**you**,” or “**your**”) and ARISA LAB, LLC together with its respective directors, owners, officers, legal representatives, agents and employees (collectively, “**ARISA**,” “**we**,” or “**our**”).

The Terms apply to your use of our websites: <https://arisalab.org/> and <http://www.eclipsesoundscapes.org/>, ARISA-operated mobile application: ECLIPSE SOUNDSCAPES, or social media pages that link to this Policy (collectively, “**Online Services**”).

PLEASE CAREFULLY REVIEW THESE TERMS. IMPORTANT NOTICE: YOUR USE OF THE SITE IS SUBJECT TO AN ARBITRATION PROVISION OUTLINED BELOW, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

1. Acceptance of Terms

By accessing or using our Online Services in any manner, you agree to be bound by, and accept the Terms. **DO NOT ACCESS OR USE THE ONLINE SERVICES IN ANY WAY IF YOU DO NOT AGREE TO THESE TERMS.** The Terms will remain in full force and effect for as long as you are a user of our Online Services. In the event of any termination of our Online Services, you agree to continue to be bound by the obligations set forth under the Terms.

2. Changes to Terms

We may revise and update the Terms and will post the updated Terms to the Online Services. Unless otherwise stated in the amended version of the Terms, any changes to the Terms will apply immediately upon posting. We may provide you notice if we make a material change, in our sole discretion, to these Terms. Your continued use of the Online Services constitute your agreement to any new provisions within the revised Terms.

3. Your License to Access the Online Services

On the condition that you comply with all your obligations under the Terms, we grant you a limited, revocable, non-sublicensable, non-transferable, non-exclusive license to use the Online Services for personal use in accordance with these Terms. Any use of the Online Services in excess of this license is strictly prohibited and constitutes a violation of the Online Services. If we determine, in our sole discretion, your conduct violates these Terms, we may immediately terminate your limited license and access to the Online Services. We retain the sole right to revoke your license and access to use the Online Services as granted under these Terms, without liability, for any reason.

4. Our Content

All information, data, text, communications, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code, and any other content contained in these Online Services (individually and collectively, “**Our Content**”) is owned, controlled, or licensed by or to ARISA. Our Content is subject to all applicable copyright, patent, trademark laws, and intellectual property rights



under United States law, foreign laws, and international conventions. You will not download, view, copy, republish, distribute, prepare derivative works, modify, alter, or otherwise use Our Content other than as expressly permitted under these Terms, except you may print these Terms for the sole purpose of reviewing these Terms in print format.

5. Your Account

To enhance your experience with the Online Services, you may choose to create an account within the Online Services (“**Your Account**”). YOU ARE RESPONSIBLE FOR ALL ACTIVITY ON YOUR ACCOUNT. You will not knowingly or unknowingly disclose your username, password, or any other information associated with Your Account to another person or entity. You must immediately notify us of any known or suspected unauthorized use of Your Account or any known or suspected breach of security, including, but not limited to loss, theft, or unauthorized disclosure of your username or password. We may terminate Your Account, in our sole discretion, if we discover any fraudulent, abusive, misleading, or any additional illegal activity on Your Activity. Additionally, you may change the password associated to Your Account at any time.

6. Your Content

Certain areas of the Online Services allow you to submit content by posting messages, creating or modifying a home page, chatting, uploading files, inputting data, transmitting e-mail or engaging in any other form of communications (“**Your Content**”).

When you submit Your Content to the Online Services, you give us (and third parties we work with to provide the Online Services) an unrestricted, worldwide license to use Your Content in connection with operating, promoting and improving the Online Services. We may translate, adapt, communicate, publish, publicly perform, publicly display, transmit and distribute Your Content, in all media now known or developed in the future. This license continues even if you stop using the Online Services, except where we request in writing to you that we remove Your Content and we have means of identifying Your Content and can remove it in the ordinary course of providing the Online Services. By submitting Your Content to the Online Services, you are representing and warranting that you have the necessary rights to grant us the above license for Your Content.

7. Your Suggestions

To enhance your overall experience with the Online Services, certain areas within the Online Services may provide you the opportunity to provide us suggestions, comments, ideas, improvements, or other information or materials in connection with or related in any manner to the Online Services (“**Suggestions**”). If you choose to provide us, either online or offline, Suggestions, you grant us a non-exclusive, perpetual, royalty-free, irrevocable right to use, disclose, reproduce, modify, license, transfer, and otherwise distribute any Suggestions in any manner

8. Prohibited Content

You agree that you will not use the Online Services to:

- A. Delete, hack, or attempt to change or alter Our Content or notices;
- B. Use any device, software to damage or interfere with the Online Services, servers, or networks connected to the Online Services;



- C. Use any automatic or manual device or process to harvest or compile information from the Online Services;
- D. Copy, modify, create derivative works, reverse engineer, decompile, or disassemble the source code upon which the Online Services are based;
- E. Introduce any malicious software, viruses, bugs, or malware into the Online Services designed to harm the Online Services;
- F. Use Our Content in any manner that misappropriates or infringes the Intellectual Property rights of a third party;
- G. Attempt to gain unauthorized access to a third party's personal information or non-personal information;
- H. Post, upload, or transmit photos or videos of a third party without express, written permission from the third party.
- I. Send junk mail, unauthorized e-mail, or advertisements;
- J. Encourage any illegal activities or post obscene, defamatory, threatening, abusive, or hateful content to a third party;
- K. Violate any applicable laws or regulations.

9. Deactivating Your Account

To continue to provide high quality Online Services, we may, in our sole discretion, without liability, modify, suspend, or deactivate Your Account or otherwise terminate your access to the Online Services at any time and for any reason. If we deactivate Your Account or terminate your access to the Online Services, you will not be able to access any information stored in Your Account. **You are responsible for making sure the information stored within Your Account is properly backed up, so you have access to it in the event we deactivate Your Account, terminate your access to the Online Services, or shut down the Online Services.** We will not export or provide you any information, including Your Content, or other data during your use of the Online Services or after Your Account is deactivated.

10. Disclaimer of Warranties

THE ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. ARISA EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ARISA DOES NOT PROMISE OR WARRANT TO YOU THAT ANY ASPECT OF THE ONLINE SERVICES WILL WORK PROPERLY, OPERATE ERROR-FREE, BE UNINTERRUPTED, OR WILL BE AVAILABLE CONTINUOUSLY.

NO ADDITIONAL STATEMENTS OUTSIDE THE TERMS OF THIS AGREEMENT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, IS A WARRANTY OR PROMISE BY US AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS.



SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. IN THE EVENT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS CONTAINED IN THESE TERMS OF USE SHALL BE DETERMINED BY A COURT TO BE INVALID OR UNENFORCEABLE, THEN SUCH PROVISIONS SHALL BE REFORMED TO THE MAXIMUM LIMITATION PERMITTED BY APPLICABLE LAW. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO 90 DAYS FROM THE DATE OF PURCHASE OR ACCESS, AS APPLICABLE.

11. Third Party Websites

We make no representations whatsoever about any other website that you may access through the Online Services. The Online Services may include hyperlinks to external websites with information about third party products and services. We have no control over such external websites. We are not responsible for the availability of such external websites, and we do not endorse and are not responsible for any content, advertising, products, services, or other materials or information available from such external websites. **We encourage you to review the applicable privacy policy and terms of use for any external website prior to providing your information to the website.**

12. Limitation of Liability

THIS SECTION LIMITS OUR POTENTIAL LIABILITY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARISA AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS, ASSIGNEES, AND SUCCESSORS-IN-INTEREST (A) ARE NOT LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER ARISING (INCLUDING NEGLIGENCE), AND (B) WILL IN NO EVENT BE LIABLE TO YOU FOR ANY CLAIMS ARISING FROM OR RELATING TO YOUR USE OF THE ONLINE SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE WILL BE TO STOP USING THE SITE.

13. Indemnity

You agree to defend, indemnify, and hold us, our officers, members, directors, employees and agents (“**Indemnified Party**” or collectively “**Indemnified Parties**”), harmless from and against any and all claims, liabilities, damages, losses or expenses, including attorneys’ fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of all or part of the Online Services; (b) any of Your Content you provide to us, either online or offline; (c) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations within these Terms; (d) your infringement or misappropriation of any of our intellectual property or other rights by you; or (e) any negligence or willful misconduct by you.

You will defend the Indemnified Parties, at your expense, from any claim, referenced above; provided, however, you will not have the right to obligate the Indemnified Parties in any respect in connection with any settlement without the written consent of the Indemnified Party. If you fail to assume your obligation to defend, the Indemnified Parties may do so to protect their interests and you will reimburse all costs



incurred by an Indemnified Party relating to the claim, including, but not limited to reasonable attorneys' fees, court costs, and expenses.

14. Choice of Law

These Terms are governed by the laws of the State of Massachusetts, USA, exclusive of its choice of law rules.

15. Dispute Resolution

A. Arbitration

You agree that any dispute, action, or claim relating in any manner to these Terms or to the use of the Online Services will be resolved, individually, by binding arbitration in the County of Suffolk, Massachusetts pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms is void or voidable. Notwithstanding the foregoing, either party may seek any interim or preliminary relief from a court of competent jurisdiction in the County of Suffolk, Massachusetts as necessary to protect the party's rights or property pending the completion of arbitration.

B. Class Action Waiver

By agreeing to these Terms, you are waiving your right to bring or be a part of a class action lawsuit related to these Terms or your use of the Online Services. You agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class action, consolidated action, or representative action as outlined in Section 16(A)(Arbitration).

16. Miscellaneous

A. Construction

If any portion of these Terms are deemed unenforceable, that portion will be enforced to the maximum extent possible so as to effectuate the intent of the parties as reflected by that provision, and the remaining portions of the Terms will be given full effect.

B. No Waivers

Our failure to act in a particular circumstance, including any failure to enforce or exercise any provision of the Terms, does not constitute a waiver of that right or provision.

C. No Assignments and Transfers

No rights or obligations under these Terms may be assigned or transferred by you, either voluntarily or by operation of law, without our express prior written consent which we may withhold, in our sole discretion, for any reason.

D. No Third-Party Beneficiaries



Nothing in the Terms will confer upon any person or entity, other than the parties, any rights, remedies, obligations, or liabilities whatsoever.

E. Entire Agreement

These Terms constitute the entire agreement between you and ARISA relating to your use of the Online Services and supersedes any prior or contemporaneous agreements or representations. The Terms may not be amended except as set forth in Section 2 (Changes to Terms). As discussed, we may terminate, in our sole discretion, your license to use or access to the Online Services, without notice to you, at any time.

F. Notices

You may contact us through the contact information identified in Section 17(G)(Contact Us). Unless you tell us otherwise, or the law requires, you agree to receive all communications from us by e-mail. You are responsible for providing us with your most recent contact information, which you may do by updating Your Account or by sending a message to us. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may print the communications for your records.

G. Contact Us

If you have any questions about these Terms, please contact us at:

Email: ADMIN@ARISALAB.ORG

Mailing Address: ARISA LAB, LLC
47 High Street Ste 501
Medford, MA 02155