

# Terms and Conditions

All Customers are required to read and agree to the following terms and conditions before subscribing to Audiology Plus, a product of Auxo Innovations LLC. Customer's communications with Audiology Plus related to any product will be considered acceptance of the following terms & conditions.

The following terms and conditions apply to all Products and Services provided to customer by Audiology Plus.

1. Audiology Plus invoices for services rendered are billed on a recurring month-to-month basis (every 30 days), with the first payment due and owing at the time Customer purchases a subscription.
2. Audiology Plus automatically bills Customer's credit card on file each month to cover the cost of Customer's invoice.
3. If Customer fails to make a payment within five (5) days from the date of an invoice (whether due to intentional nonpayment or a declined credit card), a disruption in services may take effect until payment is made.
4. Customer may terminate this Agreement at any time on thirty (30) days' written notice to Audiology Plus. Audiology Plus may terminate this Agreement at any time if it determines, in its sole discretion, that doing so is in the best interest of Audiology Plus.
5. Upon termination, Audiology Plus will deliver all files related to the website and its content to Customer. However, Customer will no longer have access to the Digital Catalyst Platform ("DCP").
6. Audiology Plus provides its Customers with a website and a proprietary dashboard (DCP) which allows Customers to review and manage aspects of their digital presence and digital marketing efforts (the "Website").
7. Customer will have the opportunity to upload content (including, but not limited to, text, articles, photos, graphics, videos, etc.) onto the Website or share its content with Audiology Plus for upload to the Website.
8. Customer maintains ownership to its Domain, all content placed on the Website, as well as all back-end data acquired during the term in which it is a Customer of Audiology Plus ("Customer Property"). All Customer Property is transferred to Customer upon termination of this Agreement.
9. Customer is responsible for the purchase and maintenance of its Domain URL which hosts the Website, including annual registration and renewal. Audiology Plus does not provide any services concerning registration or maintenance of Domain URLs.
10. Customer represents and warrants that all content uploaded or shared for upload to the Website is owned by Customer, or, if not owned by Customer, that Customer has received proper authorization from the rightful Owner to utilize the content placed on the Website. This

includes, but is not limited to, rights to photographs, logos, trademarks, tradenames, artwork, videos, likeness, graphics, articles, blogposts, text etc.

11. In the event that any action or dispute is brought against Audiology Plus resulting from conduct of the Customer, including an action or dispute concerning content on the Customer's Website, Customer shall indemnify, defend and hold harmless Audiology Plus, its officers, directors, shareholders, attorneys, successors and assigns from any and all claims, proceedings, matters and/or judgments arising therefrom.
12. Audiology Plus represents and warrants that it will make best efforts to provide uninterrupted access to the Website and its Products. However, it is possible that from time-to-time unanticipated circumstances can have a detrimental impact on access to the Products.
13. Audiology Plus will not be responsible for any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, internet failure, theft or destruction or unauthorized access to the Products (website, data etc.), tortious behavior, negligence, or any other cause of action related to the Products.
14. Customer authorizes Audiology Plus to access its Website from time-to-time for maintenance and updates. Except as directed by the Customer, Audiology Plus will not disclose any non-public Confidential Information of the Customer to any third-party. Likewise, the Customer agrees that it will not convey any non-public confidential information obtained from Audiology Plus to any third-party.
15. The parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Audiology Plus makes no guarantee of any outcome as a result of Customer's use of the Products or Website, including but not limited to any outcome concerning the Audiology Plus Solutions, SEO, lead generation, search engine rankings, or position. Audiology Plus represents that it will make good faith efforts to ensure that the Customer's digital marketing is successful. Audiology Plus does not warrant that the functions supplied by its work, web pages, digital marketing, consultation, advice, the Products, or work will meet the Customer's requirements or that the operation of the work/deliverables will be uninterrupted or error-free. In no event will Audiology Plus be liable to the Customer or to any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate any of the Products supplied by Audiology Plus, even if Audiology Plus has been advised of the possibility of such damages.
16. A cookie is an alphanumeric identifier which we transfer to your hard drive through your web browser when you visit our website. It enables our own system to recognize you when you visit our website again and improve our service to you. The information is used to track visitor use of the website and to compile statistical reports on website activity. For further information about cookies visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org). Cookies may also be used to compile aggregate information about areas of our website that are visited most frequently. This traffic information can be used to enhance the content of our website and make your use of it easier. By accessing our website/Products, you agree to us placing cookies on your computer or device. If you wish to reject our cookie, you can configure your browser to do so. However, in a few cases some of our website/Products features may not function if you remove cookies from your browser. We shall not be liable for any malfunction or other such issue that may occur due to our use of cookies.

17. The Customer does hereby expressly agree to indemnify and hold harmless Audiology Plus, its Owners, its principals, officers, employees, attorneys, and contractors against all suits, actions, claims, demands, or costs of any kind to which Audiology Plus may be subject to arising or resulting from anything done or omitted to be done by Customer in connection with its use of Audiology Plus's services.
18. Customer may only use Audiology Plus's services for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.
19. This Agreement constitutes the entire agreement between Audiology Plus and Customer regarding the use of services. All prior and contemporaneous writings, or oral agreements, are hereby merged herein. This Agreement becomes effective immediately upon Customer's electronic acknowledgment, which shall be considered Customer's signature.
20. Non-performance by either party hereunder, other than an obligation to pay money, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, acts of God, or any other reason to the extent that the failure to perform is beyond the control of the non-performing party.
21. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to such state's principles of conflicts of law. The legal jurisdiction for this agreement shall reside in the New York State or Federal Courts, in the County of New York.