

Audicus, Inc. ("Audicus", "we", "us", "our", "The Company"), is the owner and operator of the Audicus Hearing Test ("App", "Mobile Hearing Test"). The following Terms of Service govern the use of this App. "Client", "You" and "Your" refers to you, the person accessing this App and by doing so, accepts the Company's Terms of Service. Please read these Terms of Service carefully.

Audicus reserves the right to alter these Terms of Service, with the new terms becoming effective as of the date of publishing, indicated at the beginning of the post. These terms are binding upon you and you should read them whenever you use the App.

Privacy

Please review Audicus' [Privacy Policy](#), which governs your visit to the App.

No Professional Advice

This App is not intended to diagnose, prevent, monitor, treat, alleviate or compensate a disease, an injury, a disability or a handicap. This App is not intended to be used for a medical purpose. If you think you have hearing problems, please consult with your doctor, or other qualified healthcare professional before using this App. Use this App at your own risk. The creators don't take any responsibility for direct or indirect damage that could result from its use.

Any information supplied through this App or by any of our employees or agents, whether by telephone, e-mail, letter, fax or other form of communication, is for informational purposes or general guidance and does not constitute medical or other professional advice. Health- related information provided through this App is not a substitute for medical advice and it is important that you not make medical decisions without first consulting your personal physician or other healthcare professional. The receipt of any questions or feedback you submit to us does not create a professional relationship and does not create any privacy interests other than those described in our [Privacy Policy](#).

Disclaimer of Warranties

Neither Audicus nor its employees, agents, Suppliers, third party information providers, merchants, licensors or the like warrant that the App or their operation will be accurate, reliable, uninterrupted or error-free.

Without limiting the foregoing, everything on the App is provided to you “as is” and “as available” without warranty of any kind, either expressed or implied, covering the products available on the App and the accuracy of the information contained within your account or within the App. Audicus makes no warranties about the accuracy, reliability, completeness or timeliness of the App's content, software text, graphics, and links, or about results to be obtained from using the App.

If your use of the App results in the need for servicing or replacing property, material, equipment or data, Audicus is not responsible for those costs. No agent or representative has the authority to create any warranty regarding the App on behalf of Audicus. Audicus reserves the right to change or discontinue at any time any aspect or feature of the App. Audicus does not assume any liability for the contents of any material provided on the App. Reliance on any information presented on the App is at your own risk.

You acknowledge that, in connection with the App, information will be transmitted over local exchange, interexchange and Internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, Internet service providers and others, all of which are beyond the control and jurisdiction of Audicus. Accordingly, Audicus assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the App.

Limitation of Liability

In no event will Audicus or its affiliates, or any party involved in creating, producing or delivering this service, be liable for any direct, indirect, special or punitive damages and costs (including, without limitation, health problems, incidental and consequential damages, lost profits or damages resulting from lost data or business interruption) arising out of your access, use, misuse or inability to use the App, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure. Audicus reserves the right to alter the content of the App in any way, at any time, for any reason, without prior notification, and will not be liable for possible consequences of such changes. These limitations apply even if Audicus has been advised of the possibility of such damages. Because some states and countries do not allow the exclusion or limitation of liability for consequential or incidental damages, the liability in such jurisdictions shall be limited to the extent permitted by the law.

Indemnification

Upon a request by Audicus, you agree to defend, indemnify and hold Audicus, its officers, directors, employees and agents, licensors and suppliers harmless from and against any claims, actions or demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the App in a manner that violates or is alleged to violate these Terms of Service.

Links

Occasionally, we may make available a link to a third party's website. These links will let you leave this website. The linked websites are not under our control, and we are not responsible for the contents of any linked website or any link contained in a linked website, or any changes or updates to such websites. We are not responsible for webcasting or any other form of transmission received from any linked website. We provide the links to you only as a convenience. We do not endorse any third party linked website or its use or contents.

Copyrights

Audicus retains full copyright ownership, rights and protection in all material contained on the App (including all software, HTML code, Java applets, Active X controls and other code). Except as otherwise expressly provided in these Terms of Service, you may not copy, distribute, transmit, display, perform, reproduce, publish, license, rewrite, create derivative works from, transfer, or sell any material contained on the App without the prior consent of the copyright owner. You agree not to modify any documents, graphics, images or other material found on the App.

You may, however make single copies of materials displayed on the App for your own personal and noncommercial use only, provided any copies include the copyright and other notices displayed with the materials on the App. You may not distribute such copies to others, whether or not for a charge or other consideration, without prior written permission from Audicus or the copyright owner of the copied material.

None of the material contained on the App may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold or redistributed without the prior written consent of Audicus.

Trademarks

All rights in the product names, company names, trade marks, service marks, slogans, logos, product packaging and designs (“The Audicus Marks”) of all Audicus’ or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to Audicus or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. You may not use the Audicus Marks without written authorization from Audicus and by using the App, you

acknowledge that the Audicus Marks are valid trademarks. Third party trademarks used on the App are the property of their respective owners.

Termination

You agree that Audicus may terminate your use of the App for any reason, with or without notice to you. You also agree that Audicus may modify or discontinue the App, with or without notice to you and that we will not be liable to you or any third party as a result of such modification or discontinuation.

General Provisions

You expressly agree that exclusive jurisdiction for any dispute with Audicus, or in any way relating to your use of the App (“Legal Action”), shall be the courts of New York, State of New York. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of New Jersey in connection with any such dispute. Any Legal Action that is subject to the jurisdiction of federal courts shall be instituted in a federal court in the District of New Jersey. These Terms of Service are governed by the internal substantive laws of the State of New Jersey, without regard to conflict of law principles. If any provision of these Terms of Service are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of these Terms of Service shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Any cause of action you may have with respect to Audicus must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.

Notification of Changes

Audicus reserves the right to amend this Agreement at any time. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms of Service to which you are bound. Your use of the App after the

posting of modifications to the Terms of Service will constitute your acceptance of this agreement, as modified. If at any time you do not wish to accept this agreement, you are not thereafter authorized to use the App.

Survival

The provisions “Disclaimer of Warranties,” “Limitation of Liability,” “Indemnification,” “Trademarks,” and “General Provisions” will survive termination of this agreement.

Questions

If you have any questions about these Terms of Service please contact Audicus at contact@audicus.com or call 888-979-6918.