

Effective Date 2/18/2021

TERMS OF USE

1. WELCOME

Welcome to JQBX! JQBX provides mobile and web applications and related services, which enable users to, listen to music together (the **"Service"**). The Service is owned and operated by Audionautic LLC (**"JQBX," "we," "us," "our"**) and these Terms of Use (**"Terms"**) govern your access or use, from within the United States and its territories and possessions, of the applications, websites, content, products, and services made available in the United States and its territories and possessions by JQBX and its parents, subsidiaries, representatives, affiliates, officers and directors.

2. ACCEPTING THESE TERMS OF USE

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND JQBX. BY ACCESSING OR USING THE SERVICES, YOU CONFIRM YOUR AGREEMENT TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES. THESE TERMS EXPRESSLY SUPERSEDE PRIOR AGREEMENTS OR ARRANGEMENTS WITH YOU. JQBX MAY IMMEDIATELY TERMINATE THESE TERMS OR ANY SERVICES WITH RESPECT TO YOU, OR GENERALLY CEASE OFFERING OR DENY ACCESS TO THE SERVICES OR ANY PORTION THEREOF, AT ANY TIME FOR ANY REASON.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH JQBX ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

3. SUPPLEMENTAL TERMS; MODIFICATION TO THESE TERMS

Supplemental terms may apply to certain Services, such as policies for a particular event, program, trial, activity or promotion, and such supplemental terms will be disclosed to you in separate disclosures (e.g., a particular webpage on JQBX.fm or a JQBX application) or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

JQBX may amend the Terms from time to time. Amendments will be effective upon JQBX's posting of such updated Terms at this location, in the amended policies, or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. If JQBX changes these Terms after the date you first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing JQBX written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective Date" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o JQBX, or (b) by email from the email address associated with your Account to: support@audionautic.co. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting

changes, you are agreeing that you will continue to be bound by the provisions of these Terms as of the date you first agreed to the Terms (or to any subsequent changes to these Terms).

JQBX's collection and use of personal information in connection with the Services is described in JQBX's Privacy Statements located at https://www.jqbx.fm/privacy_policy.

4. ARBITRATION AGREEMENT

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against JQBX on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against JQBX, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against JQBX by someone else.

4.1. Agreement to Binding Arbitration Between You and JQBX.

You and JQBX agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and JQBX, and not in a court of law. Notwithstanding the foregoing, where you allege claims of sexual assault or sexual harassment occurring in connection with your use of the Services, you may elect to bring those claims in a court of competent jurisdiction instead of arbitration. JQBX agrees to honor your election of forum with respect to your individual sexual assault or sexual harassment claim but in so doing does not waive the enforceability of this Arbitration Agreement as to any other provision (including, but not limited to, the waivers provided in the following paragraph, which will continue to apply in court and arbitration), controversy, claim or dispute.

You acknowledge and agree that you and JQBX are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and JQBX otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and JQBX each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

4.2. Rules and Governing Law.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of New York.

4.3. Process.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of New York and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

4.4. Location and Procedure.

Unless you and JQBX otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and JQBX submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

4.5. Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. JQBX will not seek, and hereby waives all rights JQBX may have under applicable law to recover attorneys' fees and expenses if JQBX prevails in arbitration.

4.6. Fees.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed (one thousand dollars) \$1000, JQBX will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

4.7. Changes.

Notwithstanding the provisions in Section 1 (Introduction) above, regarding consent to be bound by amendments to these Terms, if JQBX changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing JQBX written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o KQBX, or (b) by email from the email address associated with your Account to: support@audionautic.co. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and JQBX in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

4.8. Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

5. LICENSE

Subject to your compliance with these Terms, JQBX grants you a limited, personal, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Service through your personal device; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by JQBX.

6. RESTRICTIONS

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by JQBX; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

7. THIRD PARTY SERVICES AND CONTENT

The Services may be made available or accessed in connection with third party services and content (including advertising) that JQBX does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. JQBX does not endorse such third party services and content and in no event shall JQBX be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation,

Vimeo, Inc., or Twilio, Inc. will be a third-party beneficiary to this contract if you access the Services using applications developed for Apple iOS, Android, or Microsoft Windows -powered mobile or desktop devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

8. OWNERSHIP

The Services and all rights therein are and shall remain JQBX's property or the property of JQBX's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner JQBX's company names, logos, product and service names, trademarks or services marks or those of JQBX's licensors.

9. ACCESS AND USE OF THE SERVICES

9.1. User Accounts.

In order to use most aspects of the Service, you must register for and maintain an active personal user Service account ("**Account**"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. If you are under eighteen (18) years old and would like to use the Services you may only do so under the supervision of a legal parent or guardian, who will be considered the user of the Services. Account registration requires you to submit to JQBX certain personal information, such as your name, address, mobile phone number, email and age, as well as at least one valid payment method supported by JQBX. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Service. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by JQBX in writing, you may only possess one Account.

9.2. User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to arrange and hold a meeting with another JQBX member except under your supervision. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the third party provider or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

9.3. Text Messaging and Telephone Calls.

You agree that JQBX may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with a JQBX account, including for marketing purposes. You understand that you are not required to

provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from JQBX at any time by contacting support@audionautic.co..

9.4. User Provided Content.

JQBX may, in JQBX's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to JQBX through the Services textual, audio, and/or visual content and information, commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to JQBX, you grant JQBX a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and JQBX's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant JQBX the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor JQBX's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by JQBX in its sole discretion, whether or not such material may be protected by law. JQBX may, but shall not be obligated to, review, monitor, or remove User Content, at JQBX's sole discretion and at any time and for any reason, without notice to you.

9.5. Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. JQBX does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

10. PAYMENT

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). JQBX will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges do not include any applicable sales, use, excise or any other tax. Any applicable taxes will be added to Charges at time of invoicing and you agree to pay same.

All Charges and payments will be enabled by JQBX using the preferred payment method designated in your Account, after which you will receive a receipt or link to a receipt by email. Charges paid by you are final and non-refundable, unless otherwise determined by JQBX.

As between you and JQBX, JQBX reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in JQBX's sole discretion. JQBX will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. JQBX may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. If JQBX terminates your use of the Services because you have breached these Terms, you shall not be entitled to any refund of any unused portion of such Charges.

11. COLLECTION AND USE OF PROCEEDS

JQBX may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any other third parties.

12. DISCLAIMERS; LIMITATION OF LIABILITY.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." JQBX DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, JQBX MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. JQBX DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

JQBX SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF JQBX, EVEN IF JQBX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

JQBX SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF JQBX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JQBX SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND JQBX'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, JQBX'S LIABILITY SHALL

BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON JQBX'S CHOICE OF LAW PROVISION SET FORTH BELOW.

13. INDEMNITY.

You agree to indemnify and hold JQBX and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) JQBX's use of your User Content; or (iv) your violation of the rights of any third party.

13.1.1.

14. OTHER PROVISIONS

14.1.Choice of Law.

These Terms are governed by and construed in accordance with the laws of the State of New York, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-New York residents to assert claims under New York law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided, are only intended to specify the use of New York law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending New York law to you if you do not otherwise reside in New York. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 4 (Arbitration Agreement) or to any arbitrable disputes as defined therein. Instead, as described in Section 4 (Arbitration Agreement), the Federal Arbitration Act shall apply to any such disputes.

14.2.Notice.

JQBX may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 12 hours after sending (if sent by email or telephone). You may give notice to JQBX, with such notice deemed given when received by JQBX.

Email: support@audionautic.co

14.3.General.

You may not assign these Terms without JQBX's prior written approval. JQBX may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of JQBX's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, JQBX or any other third party provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be

enforced to the fullest extent under law. JQBX's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by JQBX in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

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