

Soundly Terms of Use

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Welcome to Soundly!

These are the general terms for using our Platform. Looking for how you can use our SFX? Check out our [license terms](#) instead.

These Terms. Soundly AS, reg. no. 916 900 201, Sagveien 23A, 0459 Oslo, Norway (“**Soundly**”, “**we**”, “**our**”, “**us**”) asks you to read these Terms of Use (the “**Terms**”) carefully since they affect your legal rights and govern any and all use of Soundly’s software and website(s) (the “**Platform**”), any and all content, including but not limited to, the sound effects contained in the Soundly SFX catalog made available within the Platform (the “**SFX**”), and all other designs, text, graphics, pictures, videos, information, applications, software and other files made available on the Platform (collectively the “**Content**”), as well as your separate license agreement(s) with Soundly to use the SFX (each a “**License**”).

Agreeing to these Terms. When you enter into a License (by signing up for a Subscription as defined below), and when making use of the Platform, you will be asked to acknowledge that you have read and understood and agree to be bound by these Terms and herein referred documents. If you do not want to be bound by the above terms, please do not use our Platform, the SFX or any other Content. If you are accessing the Platform in connection with your employment or otherwise on behalf of a company, you warrant to us that you are authorized to and do bind your company/employer to these Terms and any License, and any references to “you” and “your” in these Terms will refer to both you and your company/employer, as applicable. Please do not agree to the Terms or any License on behalf of your company/employer, as applicable, if you are not duly authorized to do so.

Age and eligibility. You warrant (i) that you are authorized to agree to these Terms and (ii) that you are above the relevant legal age in your country as may be required for you to enter into this Agreement or, if you are below such legal age in your country, that you have your parent/or guardian’s consent or that your parent or guardian is entering into these Terms on your behalf.

Separate License required. Please note that any use of the SFX is subject to the License. This means that you will be permitted to use the SFX only if and once you have agreed to a License with us. Information about any active and valid License(s) are available in your account. More information about our Licenses can be found on our Platform or by contacting our customer support.

Changes to these Terms. Occasionally we may, in our discretion, make amendments or changes to these Terms and/or any License agreements for legitimate reasons, such as to ensure or improve existing features or functionalities or to add new features or functionalities to the Platform or provided Content, to implement scientific and technical advances, or to make reasonable technical adjustments, and for legal or regulatory reasons (collectively the “**Amendments**”). If we make Amendments, we will notify you (hereinafter “**Amendment Notification**”) in a timely and reasonable manner before the date on which the Amendments become effective (the “**Amendment Effective Date**”). In case of Paid Subscriptions (as defined

below), the Amendment Effective Date will not, unless otherwise agreed by you or unless the change is made to comply with applicable law, be earlier than at the beginning of the next Renewal Subscription Period (as defined below). By continuing to use the Platform and/or the License after the Amendment Effective Date, you are expressing and acknowledging your acceptance of such changes. If you do not wish to continue the contractual relationship with us on the basis of the changed Terms and/or the changed License agreement, please contact us to terminate your account and/or Subscription with us.

The Platform and your use of the Platform

Account. You may access the Platform from our desktop software. In order to access certain features of the Platform, and to acquire License(s) you must create a personal account and register as a user by submitting the information requested and following the instructions that are further specified in the applicable registration form or interface. You alone are responsible for providing and keeping true, accurate, complete and up-to-date information, maintaining the confidentiality and security of your account and credentials, as well as for all activities that occur within your account. Without limiting the foregoing, you warrant that your country of residence and/or incorporation (as applicable) is the same as the country specified in the account and/or billing information provided to us. It is prohibited to agree with third parties upon the transfer, utilization or provision of accounts, resources or access data. You must notify us immediately of any breach of security or unauthorized use of your account that you become aware of.

Content and changes to Content.

You acknowledge and agree that a Subscription grants you access to the Soundly SFX, as available at any time during any active Subscription Period (as defined below). You acknowledge and agree that the Content, including the Soundly SFX, is subject to regular changes and further development and that we have the right to update, add, replace, remove and/or change the Content, in particular the SFX contained in the Soundly catalog, at any time during any active Subscription Period (as defined below) for reasonable and valid grounds, for example in order not to violate regulations, laws or rights of third parties or to respond to changed business circumstances, or to improve our offerings. You accept that the Content that is available at any given time might not be available at a later stage. Please note that you may not use any removed SFX in any new productions after the date of such removal, even if you have downloaded them previously, and this shall not be seen as an amendment of this Agreement, such Subscription, the License or the Platform provided hereunder, provided that such changes do not fundamentally alter the character of a License.

Content types and descriptions, such as genres, categories, moods, themes etc., are provided for your convenience only and we do not guarantee their accuracy.

Prohibited uses. You shall comply with any applicable laws and regulations when using our Content and Platform, and as noted above, you may only use the SFX as allowed under a License. In particular, you may not use or in other way exploit the SFX:

- in the development, marketing or sale of a competing product to the Service,
- in any way to repackage SFX or upload/use them (in whole or in part) as for example audio samples, sound libraries, sound effects, music beds or upload them in any music

recognition systems for any purpose, and/or in any way use distribute or otherwise exploit the SFX as your property; or

- in connection with any material or otherwise in a manner or context that is illegal or inciteful of an illegal act; racist; hateful or discriminating against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; pornographic; or in a manner or context that otherwise violates any rights of anyone associated with the Licensed Works. You shall comply with any applicable laws and regulations.

No text and data mining; no machine learning analysis. You may not use any automated system (including, without limitation, any robot, spider or offline reader) to view, access or collect information from the Platform. Soundly is the exclusive rightsholder or the licensee of the SFX made available through the Platform as well as the encompassing database. Soundly has opted out from any text and data mining (“**TDM**”) exceptions or its equivalents, and you may not perform on the Content any form of TDM. You may further not use the Content for the development of any software program, including, but not limited to, training a machine learning or artificial intelligence (AI) system or in connection with any other application of machine learning analysis or similar technologies, and Soundly reserves all such rights for itself. If you are a research organization or a cultural heritage institution and would like to access Content for such purposes, please contact us. Without limiting the generality of the foregoing, any TDM or machine learning application for the purpose of making any commercial use of any results of such TDM or machine learning application is not permitted.

Download restrictions. You agree to comply with, and not in any way circumvent, any download restrictions that we have imposed on the desktop application or otherwise on the Platform and/or your account. We reserve the right to impose and/or change such limitations from time to time. You agree not to download Content through automatic means, or otherwise use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Platform in a manner that sends more requests to Soundly or its servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser. If we, in our sole discretion, assess that you are downloading Content in breach of any download restrictions or for purposes other than the intended use in a License (e.g. in cases of unusual download behaviors), we may block, suspend or limit further downloads.

Use of computer resources. You agree that Soundly has the right to make use of the processor, bandwidth, and storage hardware on your device; however, only as reasonably necessary to provide the Platform to you. If you are connected to the Internet in a foreign country the Platform may still make use of the storage hardware, processor and bandwidth and your Internet connection or device. As a consequence, extra charges from your internet service provider (“**ISP**”) may apply. Check with your ISP for further details. By using the Platform you agree to take responsibility for any additional roaming charges charged by your ISP.

Intellectual Property Rights

No unauthorized use. You may not transfer, display, perform, make available or otherwise use the Content except as expressly permitted under these Terms and under a valid License.

No proprietary rights. All Content, as well as the Soundly name and other trademarks, is the sole property of Soundly or its licensors. You hereby acknowledge that you do not acquire any proprietary rights under these Terms or a License, and that Soundly does under no circumstances transfer any right, title or interest, in relation to the above, the Platform or any Content. Except for the rights expressly granted to you under a License, all such rights, title and interest are reserved and retained by Soundly.

Feedback. If you provide us with any suggestions or other feedback about the Platform, you agree that we may use such suggestions or other feedback at our discretion, and without any restriction or obligation to you.

Fees and payments

Fees and paid Licenses. Within the Platform, certain features and Licenses may require payment: Some Licenses are only offered on a recurring paid subscription basis (also referred to as “**Paid Subscription**”). You agree to pay, and you hereby authorize us to charge you, all such fees and other charges applicable to any Paid Subscriptions or the purchase of any other paid Licenses, feature or other service (collectively the “**Fees**”). If you have signed up for a Paid Subscription, you will be charged, and agree to pay, the applicable subscription Fee at the beginning of each relevant Subscription Period (as defined below), as designated by you when purchasing a Paid Subscription. All Fees are non-refundable except as explicitly provided in these Terms or if you are a Consumer and applicable consumer protection law provides you a mandatory right to a refund.

Payment methods and processing. Payments may be processed through third-party payment methods which we accept or via a third-party app distribution platform or marketplace, as applicable. You must provide accurate billing information, and promptly update any changes to it (such as card numbers and expiry dates). If you are paying via credit or debit card, you warrant that you are the authorized user of the card, and you authorize Soundly and any third party payment processor to collect payment from you, on a recurring basis if applicable, and to take all other necessary billing actions.

Taxes. Unless otherwise indicated, all prices are stated exclusive of sales, use, transfer, value added, goods, or services tax, or similar gross receipts based tax (including any such taxes that are required to be withheld), due under the laws of any state, any local government authority, or the federal government of the United States. Tax rates are calculated based on the address provided by you; if you fail to provide an address we reserve the right to base tax rates on any other information that you provide or that is collected at the time of payment. In particular, if you provide invalid information, such as an invalid US tax exemption certificate or an invalid VAT/GST registration number, or you do not make your purchase as a business as instructed by Soundly, we may treat the transaction as a business-to-customers (BtoC) transaction. If you subsequently correct such information, Soundly reserves the right not to issue a credit note and a new invoice, and instead correct this on subsequent invoices if applicable. More generally, Soundly and you are individually responsible for reporting and paying their own taxes as required under applicable law.

Price changes. We may from time to time make changes to Fees and will communicate any changes applicable to you in advance. Price changes to subscription Fees will take effect no earlier than at the start of your Subscription Period following the date of the change. If you do not accept the price change, you may cancel your Paid Subscription at any time prior to such

price change, effective upon the expiry of the then-current Subscription Period. Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

Trials and Discounts. We, or others on our behalf, may offer discount codes (“**Discounts**”) or free trial periods for access to a Paid Subscription or other paid License (a “**Trial**”). By acquiring a License via a Discount or Trial, you must agree to any separate additional terms and conditions presented to you in connection to such offering. If you have been offered a Discount or Trial, we reserve the right, in our sole discretion, to determine your eligibility for a Discount or Trial, and if you’re determined not to be eligible, not allow you to use the Discount or Trial or modify the Discount or Trial at any time with prior written notice. For some Trials, we require you to provide payment details to start the Trial. At the end of such Trial, and if you have not canceled the Trial prior to expiry, Soundly will automatically start to charge the applicable Fees for such provided License.

Term, renewals and termination

Term. These Terms will continue to be in force as long as you use the Platform, including without limitation for as long as you have an account on the Platform, and until terminated by you or us in accordance with the provisions herein.

SUBSCRIPTION PERIOD AND AUTOMATIC RENEWAL OF PAID SUBSCRIPTIONS. When you subscribe to a Paid Subscription, you may be offered a choice to select monthly or annual subscriptions (each an “**Initial Subscription Period**”). To the maximum extent permitted under applicable consumer protection law, Paid Subscriptions will automatically renew for consecutive renewal periods which equal the duration of the selected Initial Subscription Period (hereinafter each a “**Renewal Subscription Period**”), unless terminated earlier with effect at the end of the then-current Initial Subscription Period or Renewal Subscription Period in accordance with the “Termination by you” section below (the Initial Subscription Period and all applicable Renewal Subscription Periods are collectively referred to as the “**Subscription Period**”).

Termination by you. If you have an active Paid Subscription, you may terminate such Paid Subscription at any time with effect at the end of the then-current Subscription Period. You may terminate these Terms and your account at any time, via the functionality offered in your account or by contacting our customer support. This will cancel your Paid Subscription and you will not have any other rights provided within the Paid Subscription anymore. Unless otherwise required by mandatory law, please note that we will not refund any Fees in relation to any Paid Subscription that you may have at such time.

Termination or suspension by us. To the maximum extent permitted under applicable law, we reserve the right to terminate your account, these Terms, your License(s) and/or any Paid Subscription, and to suspend your access to the Platform, partially or completely (i) at any time in the event of your unauthorized use of Content or non-compliance with the provisions set forth in these Terms or a License and/or (ii) at any time for convenience with 30 days’ notice to the end of the then-current Subscription Period. We further reserve the right to terminate any non-paid Platform feature or License at any time without notice if we discontinue such offering in the country where you reside. If you have prepaid fees directly to us for a Paid Subscription that we have permanently discontinued with effect prior to the end of your Subscription Period, we will refund you the prepaid fees *pro rata* for the remaining part of the Subscription Period after

the effective date of such discontinuation, provided that you have provided us and kept up-to-date accurate account and billing information.

Consequences of termination. If these Terms and/or your account are terminated for any reason or if you violate any of the provisions in these Terms or any thereto related documents, your right to use the Platform and access Content will immediately terminate and you shall destroy or remove from any storage, any and all copies of the Content. You agree that we are not required to retain any account information. To the fullest extent permitted under applicable law and except as otherwise stated herein, you agree that we will have no liability or responsibility to you and that we will not refund any Fees that you have already paid, if you terminate these Terms, or a Paid Subscription, or if we terminate these Terms, any Paid Subscription or suspend your access to the Platform in accordance with the provisions herein. Please note that you may have rights under a separate License that survives termination of these Terms.

Withdrawal right. If you are a Consumer residing in the European Union, Norway, Iceland or Lichtenstein, the following applies, unless you have waived your withdrawal right when entering into a Paid Subscription or purchased a Single Track License:

INSTRUCTIONS ON WITHDRAWAL

Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Soundly AB, reg. no. 916 900 201, Sagveien 23A, 0459 Oslo, Norway, email: mail@getsoundly.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To Soundly AS, reg. no. 916 900 201, Sagveien 23A, 0459 Oslo, Norway, email: mail@getsoundly.com:

I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*) /for the provision of the following service (*)

Ordered on (*) /received on (*)

Name of Consumer(s)

Address of Consumer(s)

Signature of Consumer(s) (only if this form is notified on paper)

Date

(*) *Delete as appropriate*

Privacy

We process personal data about you and your use of the Platform in accordance with our [Privacy Notice](#), as applicable from time to time.

You may separately have accepted to be exposed to commercial messages, newsletters and advertisements sent by Soundly when using the Platform. If you do not want to be notified about these offers or news you may always opt-out from such information by following the instructions in each notification which you receive.

Disclaimer and service level

DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW SOUNDLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS REGARDS TO (A) THE MERCHANTABILITY OR FITNESS FOR PURPOSE, (B) NON-INFRINGEMENT, (C) AVAILABILITY, QUALITY OR PERFORMANCE OF THE MATERIALS, INFORMATION, GOODS, SERVICES, TECHNOLOGY AND/OR CONTENT PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LIMITATIONS ON USER ACCESS TO OR USE OF CONTENT, AND (D) THE PERFORMANCE OF COMPUTERS, TECHNOLOGY AND/OR NETWORKS. YOU ALSO ACKNOWLEDGE THAT FREEDOM FROM PROGRAM ERRORS CANNOT BE OBTAINED IN THE SOFTWARE INDUSTRY. NEITHER SOUNDLY NOR ANY OTHER OWNER OF CONTENT WARRANTS THAT THE SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. Soundly reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, functions and features of the Platform with or without notice, and Soundly shall have no liability to you if Soundly exercises such rights. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the exclusion and limitations in this section may not apply to you and nothing will affect your statutory rights.

Limitation of liability

SOLE REMEDY. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE PLATFORM, CONTENT OR LICENSE, IS TO UNINSTALL ANY SOFTWARE OR APPLICATION AND TO STOP USING THE PLATFORM. WHILE SOUNDLY ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO SOUNDLY, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

LIMITATION OF LIABILITY. Subject to the liability limitations set forth below, each of the parties will be liable for any direct damages incurred by the non-breaching party as a result of the breaching party's breach and/or failure to perform its obligations under these Terms. EXCEPT AS NOTED BELOW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DAMAGES AS A CONSEQUENCE OF SHUTDOWN, AND LOSS OF OR EFFECT ON DATA. IN NO CASE WILL SOUNDLY, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BE LIABLE TO YOU FOR DAMAGES THAT CORRESPOND TO A HIGHER VALUE THAN THE HIGHER OF (A) USD ONE HUNDRED (\$100) AND (B) ALL FEES RECEIVED BY SOUNDLY FROM YOU UNDER THESE TERMS, INCLUDING ANY LICENSES, DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME SUCH DAMAGE AROSE. These Terms do not limit either party's liability for fraud, fraudulent misrepresentation, death or personal injury to the extent that applicable law would prohibit such a limitation. These terms do further not limit Soundly's liability for any other liability that, by applicable law, may not be limited or excluded.

Indemnification

Indemnification by you. Upon request by Soundly, you agree to indemnify, defend and hold Soundly (including, but not limited to, affiliated companies and their contractors, officers, directors and employees) harmless from all claims, liabilities and expenses (including reasonable attorney's fees) that arise from your misuse of the Platform and/or Content in a manner not in strict compliance with these Terms, as well as from any claims against Soundly based on the Private Sounds infringing any third party intellectual property or other rights. Furthermore, Soundly reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you accept to cooperate with Soundly in asserting any available defenses.

Third party applications and terms

Freesound.org and third party products sold at the Soundly Store. The Freesound library is excluded from the Terms as it is a third party library with its own licensing agreement. Read more on freesound.org. Third party products sold or licensed from the Soundly Store are not

regulated by these Terms unless otherwise explicitly stated and agreed. Please see the license agreements and terms of use for each such product. If you use the Freesound library from within the Soundly Store or any other third party products Soundly assumes no warranties or liability.

Third party terms. The Platform is integrated with third party applications, websites and other services to make the Platform and Content available to you as a user. These third party applications may have their own terms and conditions of use, and your use of these third party applications may therefore be subject to the applicable terms and conditions for such third party providers. Soundly is not responsible or liable for behavior, content or features of any third party application. If you are downloading a mobile software application from a third party app distribution platform or marketplace, please be aware that such distribution platform or marketplace may have additional terms which also govern your use of the Platform.

APIs and third party apps. If you connect your account to a third-party application, we may automatically share your activity and activity-related stories with that service, including the content you consume. You understand and agree that such information may be attributed to your account on the third-party application and may be published on such service. You understand and agree that a third-party application's use of information collected from you (or as authorized by you) is governed by the third-party application's privacy policies and your settings on the relevant service, and our use of such information is governed by our privacy policy and your account settings.

General legal terms

Mandatory rights and severability. If you are a Consumer, these Terms are not intended to, and shall not, exclude or limit any mandatory rights you may have under the consumer laws of your jurisdiction. If one or more of the provisions contained in these Terms are found to be invalid, illegal or unenforceable in any respect under applicable mandatory law, the validity, legality and enforceability of the remaining provisions shall not be affected. Such severed provisions shall be revised only to the extent necessary to make them enforceable.

Exclusions. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the services offered hereunder.

Export control and sanctions. You acknowledge that software related to or made available by the services offered hereunder may be subject to export controls, and you warrant to comply with any applicable export control and sanctions laws. You warrant that you will not use or access the software or the services offered hereunder in a comprehensively sanctioned or embargoed country or region. You further warrant that you are not, nor directly or indirectly owned 50% or more by, and that you will not make available the software of the services offered hereunder to, any person or entity on any list of prohibited parties or subject to sanctions imposed by the UN, EU, U.S. or other countries.

Assignment. You may not wholly or partially assign or pledge any of your rights and/or obligations under these Terms without Soundly's prior written consent. Soundly may transfer these Terms and/or wholly or partially assign or pledge any of its rights and/or obligations under these Terms to any third party provided that such third party agrees to be bound to these Terms.

No Waiver. A failure of either party hereto to insist upon the strict adherence to any provision in these Terms on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that party of the right to insist upon the strict adherence to that term or any other provision of these Terms.

Applicable law. This Agreement shall be governed by and construed in accordance with the laws of Norway, without regard to its principles of conflicts of law, unless you are a Consumer and, compulsory consumer protection laws in the country of your habitual residence are more favorable for you than Norway law.

Information, Questions & Complaints. If you have any questions or concerns regarding the services provided hereunder by Soundly, or would like to submit a complaint regarding the same, you are welcome to contact our customer support by visiting the [Support](#) pages on our website.

Dispute resolution. Soundly aims to seek a solution of any concerns, complaints, or disputes in good faith with you directly. Should such efforts not be successful, and unless you are a Consumer and mandatory applicable law entitles you to dispute resolution by public court in your local jurisdiction, any dispute, controversy or claim between you and Soundly arising out of or relating to these Terms or the breach, termination or invalidity thereof shall be finally settled by the Oslo City court as the court of first instance. If you are a Consumer and mandatory applicable law entitles you to dispute resolution by public court in your local jurisdiction, we may, after the dispute has arisen, ask you to agree to have the dispute settled by the Oslo City court but we will always respect your decision to have the dispute settled by a competent national court of your jurisdiction. In the event of unauthorized access to or use of the Platform or Content in violation of these Terms or a License, you acknowledge and agree that we are entitled to commence any action or proceeding for injunctive or other relief in any court having jurisdiction without notice. In accordance with Regulation (EU) 524/2013 on online dispute resolution for Consumer disputes, the European Commission has set up an online platform for the online resolution of disputes among businesses and Consumers. This platform is available at <http://ec.europa.eu/consumers/odr>.

Class Action Waiver

To the maximum extent permitted by applicable law, you agree that any proceedings to litigate or resolve any disputes will be conducted solely on an individual basis, and that neither you nor Soundly may bring claims against the other party as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative action. You further agree that no judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

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