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BY USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OR CALL THE APPLICATION AND DELETE IT FROM YOUR DEVICE.

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- (a) copy the Application, except as expressly permitted by this license;
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- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available for services or commercial use.

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5. Content and Services. The Application may provide you with access to Company's website (the "**Website**") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by Website's Terms of Use and Privacy Policy located at www.3dsoundstage.com, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of these Terms.

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- The Application offers in-app purchases which provide access to app features via auto-renewable subscriptions. Subscriptions will automatically renew near the end of the subscription period. Subscriptions may be managed in your device's settings.

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(a) the Application will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to these Terms.

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(a) The Application may process, output, display, include, or make available third-party content (including music, audio, video, news, text, logo, data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

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9. Term and Termination.

(a) These Terms shall become effective when you start to use the Application and will continue in effect until terminated by you or Company as set forth in this Section 9.

(b) You may terminate these Terms by deleting the Application and all copies thereof from your device or by closing your account.

(c) Company may terminate these Terms at any time without notice. In addition, these Terms will terminate immediately and automatically without any notice if you violate any of the terms and conditions of these Terms.

(d) Upon termination:

(i) all rights granted to you under these Terms will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your device and account.

(e) Termination will not limit any of Company’s rights or remedies at law or in equity.

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(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

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12. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind,

including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of these Terms, including but not limited to the content you submit or make available through this Application.

13. Severability. If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

14. Governing Law. These Terms are governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms or the Application shall be instituted exclusively in the United States District Court for the District of New Jersey or the courts of the State of New Jersey located in Morris County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Entire Agreement. These Terms and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

17. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms and any applicable purchase or other terms, the terms of these Terms shall govern.

18. Amendment. The Company may, at any time, and at its sole discretion, update or modify these Terms without any notice to you. The most recent version of these Terms shall be applicable.

If you have any questions with respect to these Terms, please write to the Company at admin@licreative.com.