

General Terms and Conditions

Last Updated: July 11th , 2024

Article 1 - Provider

- The name and details of the company offering you the Platform can be found in the welcome email sent to you upon subscribing to the Platform. In addition, it can be found after logging in to the website app-silvr in the footer of this website, and on the My Account details page on app-silvr/account.
- The company offering you the Platform is hereinafter referred to as "the Provider".
- The **Provider** provides this website (located at app-silvr, and any subdomain, substitute, or successor domain ("**Site**"), and, as applicable, any mobile application owned or operated by the Provider which links to or references these T&C's (the "**Licensed Application**") to you, the Customer of the Site and/or the Licensed Application ("Customer"), for Customer's personal, non-commercial use, and subject to the following general Terms and Conditions ("**T&C's**"). For the purpose of these T&C's, references to the Provider include the Provider and its affiliates, subsidiaries, agents, representatives, successors/s, and assigns.

Article 2 - Acceptance of T&C's; Changes

- BY INDICATING CUSTOMER'S ACCEPTANCE TO THESE T&C'S ELECTRONICALLY OR BY VISITING, ACCESSING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THE PLATFORM, CUSTOMER REPRESENTS THAT CUSTOMER IS A RESIDENT OF THE UNITED STATES OR CANADA OR ONE OF THEIR TERRITORIES AND AT LEAST 18 YEARS OF AGE OR THE AGE OF MAJORITY IN CUSTOMER'S STATE OF REFERENCE, AND CUSTOMER AGREES THAT CUSTOMER IS LEGALLY BOUND BY THESE T&C'S. IF CUSTOMER DOES NOT AGREE TO THESE T&C'S, IT IS IMPORTANT THAT USER DOES NOT ACCESS OR USE ANY PART OF THE PLATFORM.
- From time to time, the Provider may modify these T&C's by providing notice to Customer, and any such notice may be provided to Customer through the Platform, on any other website maintained by the Provider, by email, by pop-up, or by any other reasonable means. Any such modifications to these T&C's will also be posted on the Site and the "Last Updated" date at the top of this webpage will be revised. Customer's continued use of the Platform following such modifications constitutes Customer's acceptance of any modified T&C's.
- Customer acknowledges that these T&C's are concluded between Customer and the Provider, and that the Provider is solely responsible for the Platform, including providing any maintenance or support for the Platform and any product liability, intellectual property infringement, consumer protection, or privacy claims Customer may have regarding the Platform.

Article 3- Subscription service; Platform

- Provider offers a subscription service that allows its Customers to access various digital and/or entertainment content through the Site and/or Licensed Application, such as Music, Audiobook, Sports and Movies, including all features and functionalities, recommendations and reviews through the Site and/or the Licensed Application (the "**Content**"), and all content and software associated with the Site and/or Licensed Application (the Site and any Licensed Application, collectively, the "**Platform**").
- These T&C's apply to Customer whether Customer purchases a subscription to Provider's Platform or if Customer visits, accesses, browses, uses, or attempts to interact with or uses any part of Provider's Platform. Customer may only access and uses the Platform on devices that Customer owns or controls and Customer may not use the Platform on devices where Customer does not have all necessary permissions and rights to use the Platform.
- Customer's access to and use of the Platform are governed by the Site's Privacy Policy (located at app-silvr/privacy) which is incorporated herein by this reference. Customer's failure to accept the Privacy Policy and/or to register with the Site may prevent Customer from accessing or using certain features and functionalities of the Platform or any Content through the Platform. Any violation of these T&C's and/or the rights of the Provider, its licensors, or certain other third-party suppliers, and these T&C's are directly enforceable by any such third-party licensors and suppliers, or the Provider, for the purpose of enforcing any of the terms related to the Platform or any Content through the Platform as further detailed below.
- To use the Platform, Customer will be required to provide a current, valid, accepted method of payment to complete Customer's Subscription and to use the Platform, as may be updated from time to time and which may include payment through Customer's account with a third party ("**Payment Method**").
- Customer's "**Subscription Period**" will be as set forth on the Site corresponding to the type of subscription that Customer chooses when Customer signed up for Customer's Subscription. At the beginning of each Subscription Period, the Provider will charge Customer's Payment Method the applicable Subscription Fee corresponding to the term of Customer's Subscription and any applicable taxes. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and Customer does not cancel Customer's account, the Provider may suspend Customer's access to the Platform until the Provider has successfully charged a valid Payment Method for Customer's Subscription Fee. If Customer or any third party has a dispute with a third party as a Payment Method, Customer could find the billing information about Customer's Subscription by visiting Customer's account with the applicable third party, and for some Payment Methods, the issuer may charge Customer certain fees, such as foreign transaction fees or other fees relating to the processing of Customer's Payment Method. Customer authorizes the Provider to charge any Payment Method associated to Customer's account in case Customer's primary Payment Method is declined or no longer available to the Provider for payment of Customer's Subscription Fee. All charges and Subscription Fees are final and non-refundable.
- The Provider may from time to time in its sole discretion develop and provide updates to various aspects of the Platform and any Content, which may include upgrades, bug fixes, patches, other error corrections, new features and/or availability of Content (collectively, including related documentation, "**Updates**"). Customer agrees that the Provider has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality and that Updates may modify or delete in their entirety certain features and functionality. All Updates will be deemed part of the Platform and be subject to all terms and conditions of these T&C's.
- The Platform and any Content through the Platform may display, include, or make available third-party software, materials, content, separate the Provider applications or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Services**"). Customer acknowledges and agrees that these T&C's are entered into directly between Customer and the Provider and that, except as and to the extent prohibited under Applicable Law or otherwise determined in a judicial or administrative proceeding, such third parties shall not be liable or responsible to Customer and/or Provider for any such damages, expenses or damages of any kind or nature that may arise in connection with such Third-Party Services, the Platform and the Content through the Platform, or any action of the Provider. Notwithstanding the foregoing, Customer acknowledges that such third parties shall be deemed third party beneficiaries to these T&C's and that these T&C's are directly enforceable by such third parties for the purpose of enforcing any of the terms related to the Third-Party Services or the Platform and/or any Content through the Platform.

Article 4 - Account; subscription

- In order to access and use the Platform or any Content through the Platform, Customer must first register through the Provider's online registration process for the Platform by entering Customer's name, email address, and Payment Method, and by selecting a valid username and password (collectively, the "**Registration Information**").
- If Customer is a minor in Customer's state of residence, then Customer is not permitted to register as a Customer or otherwise access or use the Platform or any Content through the Platform or submit personal information to us.
- The Provider is not responsible for verifying Registration Information and the Provider will have no liability associated with or arising from Customer's failure to maintain accurate, current, and complete Registration Information, including, without limitation, any liability arising out of Customer's failure to receive critical information about the Platform or Customer's account.
- The Provider reserves the right, at Provider's discretion and to the extent permitted by Applicable Law, to refuse registration of Customer's account if the Provider believes the information Customer provides is not correct, current, or complete and/or to cancel, terminate, suspend, or deactivate Customer's account, including due to inactivity or violation of these T&C's; and delete all related information and files in, or relating to, Customer's account.
- Some membership plans may have differing conditions and limitations, which will be disclosed at Customer's sign up or in other communications made available to Customer and for a recurring fee ("**Subscription Fee**"), the Provider offers access to and use of the Platform on a subscription basis ("**Customer's Subscription**"). To the fullest extent permitted by Applicable Law, Customer's Subscription will continue and automatically renew for the Subscription Period (as defined below) unless and until Customer cancels his Subscription, or his account is otherwise suspended or terminated pursuant to these T&C's. The Provider reserves the right to change the terms of Customer's Subscription, including the Subscription Fee, from time to time, effective as of the beginning of Customer's next Subscription Period following the date of the change. The Provider will give Customer advance notice of these changes.
- Customer is solely responsible and liable for the confidentiality and security of Customer's account and password(s) at all times and all actions taken through or as a result of Customer's Registration Information. Any passwords used for the Platform are for individual use only. From time to time, the Provider may require that Customer changes his password.
- Provider may, at any time, suspend or terminate Customer's Subscription and access to the Platform, for any reason, including if Customer violates any of the terms and conditions of these T&C's. Provider may terminate Customer's Subscription at any time if it ceases to support the Platform or any Content through the Platform. Upon suspension or termination of Customer's access to the Platform or all Content or Temporary Downloads through the Platform, or upon notice from us: (i) all rights granted to Customer under these T&C's are immediately terminated; and (ii) Customer will immediately discontinue use of the Platform and all Content or Temporary Downloads through the Platform. Termination will not limit any of Provider's rights or remedies at law or in equity. The indemnification obligations, warranty disclaimers, and limitations of liability shall survive the termination of these T&C's and shall remain in effect.

Article 5 - Platform Use

- Conditioned upon Customer's payment of all applicable subscription fees and Customer's strict compliance with all terms and conditions set forth in these T&C's, the Provider hereby grants Customer a non-exclusive, revocable, and non-transferable, non-assignable, non-sublicensable limited right, solely as set forth in this Section and subject to all conditions and limitations set forth in these T&C's, to: (a) download, install, and/or use the Platform for Customer's personal, non-commercial use over the internet on certain supported internet-connected TVs, computers, and other devices owned or otherwise controlled by Customer, subject to the total number of devices on which Customer may simultaneously use the Platform as determined by Customer's Subscription (each, a "**Device**"); (b) access, stream, and use the Platform on such Device and the Content as made available or accessible on or through the Platform; (c) depending on the Platform, the applicable Content, or the third-party software, temporarily download such Content and/or third-party software on certain supported Devices for offline viewing ("**Temporary Download**"), which may be subject to certain limitations, including any restrictions on the number of Temporary Downloads per account, the maximum number of Devices that can contain Temporary Downloads, the time period within which Customer will need to begin viewing Temporary Downloads, and how long the Temporary Downloads will remain accessible; and (d) use the Content provided through the Platform only in the form and manner presented and provided by the Provider.
- Customer agrees to use the Platform only for purposes expressly permitted by these T&C's and in compliance with any applicable international, federal, state, and local laws, rules regulations, or other restrictions on the use of the Platform and Content herein ("**Applicable Law**"). Customer shall not:
 - sell, offer for sale, copy, create derivative works, enhancements, or modifications through the Platform, or upload, reproduce, distribute, publicly perform, import, distribute, retransmit, or otherwise use the Platform or any Content through the Platform, in whole or in any part thereof, in any way, unless expressly permitted to do so by the Provider or these T&C's;
 - modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform;
 - publish, broadcast, frame, excerpt, reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof or otherwise use any data mining, data gathering or extraction method;
 - remove, obscure, or alter any proprietary rights or Intellectual Property notices (including copyright and trademark notices) which may be affixed to or contained on materials accessed within the Platform or displayed in any Content or otherwise use or authorize any party to co-brand or frame any aspect of the Platform or any Content through the Platform without the express prior written permission of an authorized representative of the Provider and its licensors or certain other third party suppliers in each instance;
 - rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform, or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one Device at any time;
 - remove, disable, circumvent, or otherwise create or implement any workaround to any Intellectual Property or security features in or protecting the Platform;
 - post, upload, or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicit funds, advertisers, and/or sponsors for any purpose; or
 - use the Platform in any manner that could in any way disable, overburden, damage, or impair the Platform or any Content through the Platform or otherwise interfere with any other party's use and enjoyment of the Platform or otherwise attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Platform and any Content through the Platform.

For purposes of these T&C's, "framing" refers to displaying the Platform or any Content through the Platform within a bordered area of another website, regardless of whether the address of the originating Platform is visible. Customer agrees to cease any unauthorized co-branding or framing immediately upon notice from the Provider.

- Customer is prohibited from using any services or facilities provided in connection with the Platform to compromise security or tamper with system resources and/or accounts. Customer must immediately notify the Provider of any unauthorized use of Customer's account, password, or username or any other breach of security. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If Customer becomes involved in any suspected violation of system security, the Provider reserves the right to release Customer's account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents.
- Customer may access the Platform and any Content through the Platform primarily in the country in which Customer has established Customer's account and only in geographic locations where the Provider offers the Platform and has licensed such Content. The Content that may be available through the Platform will vary by geographic location and will change from time to time. Additionally, some Temporary Downloads, as applicable, may not be playable in certain countries and if Customer goes online in a country where Customer would not be able to stream that Temporary Download, that Temporary Download will not be playable while Customer is in that country.

Article 6 - Intellectual Property Rights

- The Platform and any Content made available through the Platform, including all copyrights, trademarks, service marks, trade names, and all other intellectual property rights ("**Intellectual Property**") therein, are and shall remain, owned, or controlled by the Provider, or the third party that created and/or licensed the Platform and any Content to the Provider.
- All rights in and to the Platform, and any Content and Intellectual Property available through the Platform, are the property of the Provider or of the party that created and/or licensed the Platform and/or Content to the Provider.
- The Provider, or the party that created and/or licensed the Platform and/or Content to the Provider, shall own, all rights, title, and interest (including without limitation under applicable contractual, copyright, patent, trademark, trade secret and related laws) in the performance of the Platform or the Content on the Platform.
- Notwithstanding any provision to the contrary in these T&C's, Customer shall use the Platform and Content in a manner consistent with the Provider's, its licensors', or certain other third parties' interests and the terms and conditions herein, and shall promptly notify the Provider of any threatened or actual infringement of the Platform and/or any Content made available through the Platform.

Article 7 - The Digital Millennium Copyright Act (DMCA)

- The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe material appearing on the internet infringes their rights under U.S. copyright law. If Customer believes in good faith that materials made available on or accessible through the Platform or any Content through the Platform infringe Customer's copyright, Customer (or Customer's agent) may send the Provider a notice requesting that the Provider removes or blocks the materials or disables access to them. If Customer believes in good faith that someone has wrongly filed a notice of copyright infringement against Customer, the DMCA permits Customer to send the Provider a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. For purpose of the DMCA, notices and counter-notices can be sent to contact@app-silvr.com.

Article 8 -Warranties

- ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE PLATFORM, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. THE PROVIDER (AND SOLELY FOR THE PURPOSES OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS, THE DISCLAIMER OF WARRANTIES, THE LIMITATION OF LIABILITY, AND THE MANDATORY BINDING ARBITRATION, "THE PROVIDER" INCLUDES ANY AND ALL SUBSIDIARIES AND AFFILIATES, AND ANY THIRD PARTY SUPPLIERS AND LICENSORS) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF TITLE OR NON-INFRINGEMENT AS TO THE PLATFORM OR ANY CONTENT THROUGH THE PLATFORM PROVIDED TO CUSTOMER. THE PROVIDER DOES NOT WARRANT THAT THE PLATFORM, ANY CONTENT, OR ANY COMMUNICATION WILL BE ACCURATE, COMPLETE, ERROR-FREE, WITHOUT INTERRUPTION, FREE FROM VIRUSES OR OTHER MALICIOUS AGENTS, OR DOWNSTREAM SPEED, AND THE PROVIDER SPECIFICALLY DISCLAIMS ALL LIABILITY FOR THE USE OF THE PLATFORM, PLATFORM READY DEVICES, AND SOFTWARE ASSOCIATED WITH THE PLATFORM (INCLUDING THE CONTINUING COMPATIBILITY WITH THE PLATFORM). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THOSE PROVISIONS MAY NOT APPLY TO CUSTOMER. THIS SECTION WILL CONTINUE IN EFFECT AFTER THESE T&C'S TERMINATE.**

Article 9 - Privacy

- Customer acknowledges that when Customer downloads, accesses, installs, or uses the Platform, the Provider may utilize technology (e.g., web beacons) to collect information about Customer's Device and about Customer's use of and access to the Platform. Customer also may be required to provide certain information about himself as a condition to downloading, installing, accessing, or using the Platform, the Content through the Platform, or certain features or functionalities thereto. By installing, accessing, using, and/or providing information to or through the Platform, Customer consents to all actions taken by the Provider with respect to Customer's information in accordance with Provider's Privacy Policy and consistent with Applicable Law.

Article 10 Liability; Indemnification

- To the fullest extent permitted by Applicable Law, Customer will indemnify, defend, and holds harmless the Provider, Provider's affiliates, and Provider's affiliates' shareholders, members, subsidiaries, managers, directors, officers, employees, contractors, and agents, from and against any and all third party claims, liabilities, damages, losses, costs, and expenses, including court costs and reasonable attorneys' fees, resulting from, relating to, or arising out of: (i) Customer's failure to comply with these T&C's; (ii) any fraud, manipulation, deception, or misrepresentations by Customer; (iii) Customer's access to, or use of, the Platform or the Content through the Platform; (iv) all use of, and activities that occur under Customer's account (whether conducted by Customer or another); and (v) any violation of any Applicable Law by Customer, and (vi) any dispute between Customer and another Customer of the Platform.
- THE PROVIDER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH THE PROVIDER (INCLUDING WITHOUT LIMITATION CUSTOMER'S USE OF THE PLATFORM, ANY CONTENT THROUGH THE PLATFORM, OR THE RECEIPT OF ANY COMMUNICATIONS) IS TO DISCONTINUE CUSTOMER'S USE OF THE PLATFORM. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE PROVIDER AND ITS LICENSORS AND VENDORS SHALL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO CUSTOMER FOR PERSONAL INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER. BECAUSE SOME TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER, BUT PROVIDER'S AND PROVIDER'S LICENSORS' AND VENDORS' LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ANY EVENT, IF ANY OF THE ABOVE PROVISIONS IN THIS SECTION ARE NOT ENFORCEABLE IN ANY APPLICABLE JURISDICTION, PROVIDER'S MAXIMUM LIABILITY WILL BE LIMITED TO ANY AMOUNT ACTUALLY PAID TO PROVIDER BY CUSTOMER IN CONNECTION WITH THE PLATFORM THAT GAVE RISE TO THE CLAIM(S). NOTHING IN THESE T&C'S SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO CUSTOMER.

Article 11 - Termination

- Customer may cancel Customer's Subscription by logging into Customer's account settings or by contacting our customer service. Customer must cancel Customer's Subscription before it renews in order to avoid billing of the Subscription Fee for the next billing cycle to Customer's Payment Method.
- If Customer cancels Customer's Subscription, Customer will continue to have access to the Platform through the end of Customer's then-current Subscription Period.
- If Customer signed up for the Platform using Customer's account with a third party as a Payment Method and wish to cancel Customer's Subscription, Customer may need to do so through that third party, for example by visiting Customer's account with the applicable third party and turning off auto-renew, or unsubscribing from the Platform through that third party.

Article 12- Mandatory binding arbitration; Customer legal rights

- BY USING THE PLATFORM, REGARDLESS OF WHERE CUSTOMER LIVES OR IS LOCATED IN THE WORLD, CUSTOMER CONSENTS TO THESE T&C'S AND ANY CLAIMS RELATING TO THE INFORMATION, SERVICES OR PRODUCTS MADE AVAILABLE THROUGH THE PLATFORM WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, U.S.A., EXCLUDING THE APPLICATION OF ITS CONFLICTS OF LAW RULES. CUSTOMER AGREES THAT, SUBJECT TO THE FOLLOWING SENTENCE, VENUE FOR ALL ACTIONS, RELATING IN ANY MANNER TO THESE T&C'S, WILL BE IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION LOCATED IN NEW YORK, NEW YORK. DISPUTES RELATING TO OR ARISING UNDER THESE T&C'S AND/OR THE PLATFORM, SUBJECT TO SECTION 15 BELOW, SHALL BE SUBMITTED TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS INTERNATIONAL ARBITRATION RULES (THE "**INTERNATIONAL RULES**") BY THREE (3) ARBITRATORS WHO WILL BE CHOSEN IN ACCORDANCE WITH THE ABOVE INTERNATIONAL RULES; PROVIDED, HOWEVER, THAT THE PROVIDER (AND/OR ITS THIRD PARTY SUPPLIERS OR LICENSORS) MAY ENFORCE ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION, INCLUDING BUT NOT LIMITED TO EQUITABLE RELIEF.
- THE TIME IS OF THE ESSENCE WITH RESPECT TO SUCH ARBITRATION, AND THE ARBITRATOR(S) SHALL BE INSTRUCTED TO BEGIN THE PROCEEDING, CONDUCT THE PROCEEDING AND RENDER A DECISION AS EXPEDITIOUSLY AS PRACTICABLE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AND THE PROVIDER MAY EACH SEEK EMERGENCY OR INTERIM RELIEF AS PROVIDED BY THE INTERNATIONAL RULES. The arbitration shall be held in the English language, with the place of arbitration (i) in New York, New York, United States of America or (ii) via videoconference as required to allow the hearing to proceed as scheduled at the discretion of the arbitrator. Except as otherwise expressly set forth herein, Customer and the Provider each waive any objection that it may have to the aforementioned choice of law or venue. Customer and the Provider each agree that (i) any dispute about the arbitral tribunal's jurisdiction, either before or after initiation of the arbitration, and/or (ii) any dispute about the arbitrability of any claim, counterclaim, or set off shall be brought solely and exclusively in a court of competent jurisdiction in the State of New York; an arbitral tribunal may not decide its own jurisdiction or the arbitrability of any matter in the event of any disagreement between Customer and the Provider.
- THE ARBITRATION AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING UPON BOTH CUSTOMER AND THE PROVIDER. The existence, content, or results of such arbitration proceeding shall be kept confidential, unless applicable law requires otherwise or to the extent required to compel arbitration, when required to enforce other rights or to the extent required to defend other proceedings in situations in which the fact of the award is a necessary element of the claim or defense, or to obtain interim relief or to enforce an award. Any notice of arbitration shall be made in the U.S. or subject to these T&C's. In addition to all rights provided under the International Rules and law, Customer and the Provider each agree that any judgment rendered by the arbitrators may be enforced or executed against the assets of any such party in any jurisdiction pursuant to U.S. law or the New York Convention, as applicable.

- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH CUSTOMER AND PROVIDER EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE T&C'S, THE PLATFORM, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

- CUSTOMER AGREES THAT ANY CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE PLATFORM OR CUSTOMER'S RELATIONSHIP WITH THE PROVIDER MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S CLAIM IS PERMANENTLY BARRED.

- TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, BOTH CUSTOMER AND PROVIDER WAIVE THE RIGHT TO BRING ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION, OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION REGARDING ANY DISPUTE BROUGHT BY ANYONE ELSE.

- This Section shall survive any termination of these T&C's. If any part of this Section, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Section shall be unenforceable.

Article 13 - Miscellaneous

- Severability.** If any provision of these T&C's is invalid, 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 T&C's will continue in full force and effect.
- Entire Contract.** These Terms and Conditions and the Provider's privacy policy constitute the entire contract between Customer and Provider with respect to the Platform and any Content through the Platform and supersede all prior or contemporaneous understandings and Contracts, whether written or oral.
- Notice.** Customer agrees that the Provider may give Customer notices or otherwise respond to Customer by email or mail (if the Provider have it on file) or in any other manner reasonably elected by us. All legal notices to the Provider must be sent to the following email address: contact@app-silvr.com.
- 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 T&C's and any applicable purchase or other terms, the terms of these T&C's shall govern.

- Export Regulation.** Customer's use of the Platform and any Content through the Platform may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly, or indirectly, export, re-export, or release the Platform or the content through the Platform to, or not use the Platform or the Content through the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all Applicable Law and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or the use of the Platform or the Content through the Platform available outside the U.S.