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Nuheara Limited (Nuheara) is the manufacturer of consumer electronic and medical devices which offer hearing solutions. The HP Hearing PRO Self-Fitting Over-The-Counter (OTC) Hearing Aid is a medical device and is manufactured under a trademark license agreement from HP Inc.

1. Purpose

The purpose of this document is to provide Nuheara Limited customers who purchase an HP Hearing PRO product with clear and precise terms and conditions of transacting with Nuheara.

2. General Information

The Site (as defined below) is operated by Nuheara Limited ACN: 125 167 133 (“Nuheara,” “the Company,” “we,” “our,” “us”). Our registered office is located at 190 Aberdeen Street, Northbridge, Western Australia 6003, Australia.

These Terms of Use and Conditions of Sale (“T&C’s”) set out the terms on which we supply any of the products (“Product” or “Products”) listed on our website, www.hphearingpro.com. They also set out the additional terms which apply to your access and use of our Site and our mobile application, HP Hearing App, available for download on your mobile device. The Site and the App are together the “Platform.”

Please read these T&C’s carefully before ordering any products from our Site or using our Platform. By placing an order, setting up an account, or using the Platform (including downloading the App), you agree to these T&C’s and Conditions of Sale. If you do not agree to these T&C’s, you must not order any Product through our Site or use our Platform. Certain additional services may be subject to additional terms and conditions specified by us from time to time, and your use of such services to those additional terms and conditions, which are hereby incorporated by reference.

3. Acceptance of T&C’S

You agree that by accessing or using the Platform in any manner, you are entering into a legally binding agreement with Nuheara based on these T&C’s and the Privacy Policy and by making a purchase via the Site you are further agreeing to be bound by the Return Policy and Warranty Policy (these T&C’s, the Privacy Policy, and, if applicable, the:

- For our medical device products, a Money Back Guarantee and a Warranty Policy shall be hereby incorporated by reference and collectively referred to as the “medical device products Agreement”.

If you do not agree to the terms of this Agreement, you should not access, view, or otherwise use any of the Platform. Access to the Platform will imply consent.

4. Changes to T&C’S

We reserve the right to modify, supplement, or replace the terms of this Agreement at any time, effective prospectively upon posting at the Site and/or notifying you by email. When we post changes to these T&C’s, we will revise the “Last Updated” date at the top of these T&C’s. We recommend that you check the Site from time to time to inform yourself of any changes in this Agreement. If you do not agree to changes to this Agreement, you must immediately stop using the Platform. Your continued use of the Platform shall constitute your acceptance.

5. Privacy

You should carefully read our Privacy Policy before accessing or using the Platform as it governs our collection and treatment of any information you submit to us, including personally identifiable information, and is incorporated into this Agreement. You acknowledge that supplying information to us is voluntary and that Nuheara may collect, use, and share that information within the terms of the Privacy Policy.

6. Termination of Service

Nuheara reserves the right to deny service to any person in Nuheara's sole and absolute discretion. The Platform is offered with the understanding that Nuheara may terminate your access to the Platform at any time, for any reason or no reason, including, without limitation, for any violation of this Agreement. Nuheara may stop offering or supporting the Platform or a portion thereof at any time.

7. Price, Order and Payment Terms

The price of any product will be as quoted on our Site, except in cases of obvious error.

The price of any product may change from time to time, but changes will not affect any order we have accepted.

The price of a product includes taxes, where it applies (unless otherwise indicated). Where delivery/shipping costs and local taxes apply this will be notified to you both during the transactional element of the order processing, at the point of sale and again in the order acknowledgement email that we send to you.

After you place an order, we will review the information you provided for validity by verifying your method of payment, billing, and/or shipping address. Orders may not be accepted for delivery to certain addresses and territories. We may contact you if additional information is required to accept and process your order. Invalid order information may result in processing delays processing.

For Product purchases, your order confirmation does not constitute Nuheara's acceptance of your order. Without prior notification, Nuheara maintains the right to limit the product order quantity and the right to refuse to sell products to any customer for any reason or no reason at all. Nuheara reserves the right not to sell to resellers. If your order is cancelled, we will attempt to notify you using the e-mail address you have given us with the order.

We accept various payment methods for Product purchases through our Site, which may include PayPal, Credit Card, and buy-now-pay-later options. We will bill your payment method when you place an order for a product through the Platform. Nuheara will not fulfill any order without authorised validation of your purchase from your payment provider.

You acknowledge and agree that any offers made available through the Platform are subject to change at any time.

Images of the products on the Platform are for illustration purposes only. Nuheara is unable to guarantee that the customer's products will accurately reflect the color of the images on the Platform. The packaging of the product may also vary from that shown on the Platform.

8. Delivery

We will ship the products you purchase via the shipping method of our choice, on such other terms and conditions (such as applicable shipping and handling fees) that we may disclose to you at the time of your purchase. We do not guarantee the services of any shipping service, and delivery dates and times are not guaranteed. We will, however, use commercially reasonable efforts to dispatch the product to you as soon as possible after you place your order. During busy times, such as holiday periods and periods of inclement weather, there may be additional processing and shipping delays. You agree to not hold Nuheara liable for any shipping issues.

Most package carriers have a short time frame in which to initiate claims. We recommend that you inspect your package for damage immediately upon arrival. If there is a problem, contact the delivery service immediately to resolve any problems. Products are shipped from any place we designate the products to leave. At our discretion, we may choose to halt or alter the delivery of an order, even though it is in the hands of a delivery agent or shipping company. We may do this as a customer service or in cases where we suspect fraud. You agree to pay any additional charges that may arise due to circumstances in which we take such action.

When you order from Nuheara, we require you to provide your name, address for delivery, your email address, and telephone contact. Nuheara is not liable if:

1. The delivery address information entered at time of purchase is incorrect. You may contact Nuheara to request amendment, but Nuheara cannot guarantee change will be made before product has shipped.
2. Once order is shipped, you will receive an email with shipping and tracking information. All risk of loss or damage to the goods passes to you when we despatch the goods. Nuheara is not obliged but can choose to assist in the internal insurance claim process to rectify the situation for both parties (independent from recipient/carrier communication and investigations).
3. Should products show as delivered by the shipping carrier, Nuheara is not liable if product is not received, and receiver will need to contact carrier directly to file a claim.

Nuheara will provide replacements for medical device products purchased through the Platform, including items purchased as gifts, within:

- Sixty (60) days of purchase in accordance with our medical device products' Money Back Guarantee Policy. Returned products must be in new condition with the original packaging and accessories. Nuheara will be responsible for the costs of postage for products that are returned pursuant to our Warranty Policy.

Nuheara products, including HP Hearing PRO, purchased through a retailer will be subject to that retailer's own return policies and customers will need to contact the retailer directly to arrange a return for change of mind.

9. Conditions and Restrictions of Use

9.1 Use of Platform

Nuheara grants you a limited, revocable, non-exclusive, non-sublicensable, non-assignable license and right to access and use the Platform for your personal, non-commercial use in accordance with this Agreement. Except as expressly permitted by us in writing, you will not (directly or indirectly):

(i) reproduce, redistribute, license, sell, create derivative works from, decompile, disassemble, reverse engineer, damage, attack, interfere with, or attempt to interfere with the Platform; (ii) bypass, circumvent, or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Platform; (iii) use manual or automated software, devices, or other processes to “crawl” or “spider” the Site; or (iv) otherwise take any action in violation of our guidelines and policies.

Furthermore, you may not use the Platform to develop, generate, transmit, or store information that:

- a) is defamatory, harmful, abusive, obscene, or hateful.
- b) in any way obstructs or otherwise interferes with the normal performance of another person’s use of the Platform.
- c) performs any unsolicited commercial communication not permitted by applicable law, regulation, or ordinance.
- d) constitutes harassment or a violation of privacy or threatens another people or groups of people.
- e) is harmful to children in any manner.
- f) violates any applicable law, regulation, or ordinance.
- g) makes any false, misleading, or deceptive statement or representation regarding Nuheara and/or the Platform; or
- h) constitutes phishing, pharming, or impersonates any other person, or steals or assumes any person’s identity (whether a real identity or online nickname or alias).

Nuheara reserves the right to add or remove information, content, or services from the Site at any time in its sole discretion. Furthermore, Nuheara reserves all rights not expressly granted in this Agreement, including, without limitation, title ownership, intellectual property rights, and all other rights and interest in Nuheara, the Platform, the Product, and all related items.

9.2 Registering your Product

When you access the App, you will be asked to provide an email address. We will use this address to contact you to offer the option to consent to receive marketing and promotion emails and/or alerts when there are product or software releases.

Depending on the device you are registering you will need to meet the minimum age requirements in the country of your residence before entering into a legally binding agreement to use our Apps.

For our medical device products, you must be 18 years or older, if permitted by the laws of your country of residence, to enter into a legally binding agreement to use our Apps.

If you are given the option to connect the App to a third-party service (e.g., Facebook or Twitter), we will only access and use your information from that service as permitted by you and the connected service and as set out in our Privacy Policy.

9.3 Your Right to use a Platform

The materials and content comprising the Platform belong to us and we give you permission to use these materials and content for the sole purpose of using the Platform in accordance with these T&C’s.

Your right to use the Platform is personal to you and you are not permitted to give this right to another person or to sell, gift or transfer your account to another person. Your right to use the Platform does not stop us from giving other people the right to use the Platform.

Other than as allowed in these T&C's you are not given a right to use the Nuheara or HP name, or any of the Nuheara and HP trademarks, logos, domain names and other distinctive brand features.

Our Platform allows you to download our App (including any updates) from our Site or via an app store for use on your mobile device for the sole purpose of accessing and using our Platform in accordance with these T&C's. We grant you a non-exclusive, personal, non-transferable license for this sole purpose.

Unless allowed by these T&C's and as permitted by the functionality of the Platform, you agree:

- a) not to copy our Apps or any portion of the Platform.
- b) not to give or sell or otherwise make available our Apps or any portion of the Platform to anybody.
- c) not to change our Apps or any portion of the Platform in any way; and
- d) not to look for or access the code of our Apps or any portion of the Platform that we have not expressly published publicly for general use.

You agree that all confidential information, copyright, and other intellectual property rights in our Apps or any portion of our Platform belong to us or the people who have licensed us to use those rights.

You agree that you have no rights in or to our Apps or any portion of our Platform other than the right to use them in accordance with these T&C's.

9.4 Rules of Acceptable Use

Any use of our Platform should comply with these rules of acceptable use. When using the Platform, you must not:

- a) circumvent, disable, or otherwise interfere with any security related features of the Platform or features that prevent or restrict use or copying of the content accessible via the Platform.
- b) create more than one account on the Platform.
- c) give any false or misleading information in your account details.
- d) permit another person to use the Platform under your name or on your behalf.
- e) use the Platform if we have suspended or banned you from using it.
- f) send junk, spam, or repetitive messages.
- g) engage in any illegal or unlawful conduct.
- h) modify, interfere, intercept, disrupt or hack the Platform.
- i) misuse the Platform by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Platform or any user of the Platform's own equipment.
- j) collect any data from the Platform other than in accordance with these T&C's.
- k) interfere with, disrupt, or attempt to gain unauthorised access to the servers or networks connected to the Platform or violate the regulations, policies, or procedures of such networks.
- l) access or attempt to access any portion of the Platform by means other than through the interface that is provided by us; or
- m) remove, obscure, or alter any proprietary rights notices (including copyrights and trademark notices).

Failure to comply with the rules of acceptable use constitutes a breach of these T&C's, and may result in our taking all or any of the following actions (with or without notice):

- a) immediate, temporary, or permanent withdrawal of your right to use our Platform.

- b) issuance of a warning to you.
- c) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- d) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

These responses are not limited, and we may take any other action we reasonably deem appropriate.

9.5 No Violation of Laws

You agree that you will not, in connection with your use of the Platform or products, violate any applicable law or regulation. Without limiting the foregoing, you agree that you will not make available through the Platform any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy and publicity).

9.6 No Commercial Use

You agree that you will not use the Platform for any commercial purpose or the benefit of any third party or charge any person, or receive any compensation for, the use of the Platform.

9.7 Mobile Devices

The Platform contains services and features that are available to or through certain mobile devices. Your carrier's normal rates and fees apply. We do not guarantee that any or all the Platform's services and features work with or are accessible through all carriers or devices.

9.8 Mobile Apps

We may make available Apps that allow you to use certain services via a mobile device. To use the Apps, you must have a mobile device that is compatible with the Apps. We do not warrant that the Apps will be compatible with your mobile device. You may use mobile data in connection with the Apps and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. We hereby grant you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Apps for one account on one mobile device owned or leased solely by you, for your personal use. You may not:

- i. modify, disassemble, decompile, or reverse engineer the Apps, except to the extent that such restriction is expressly prohibited by law.
- ii. rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Apps to any third party or use the Apps to provide time sharing or similar services for any third party.
- iii. make any copies of the Apps.
- iv. remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Apps, features that prevent or restrict use or copying of any content accessible through the Apps, or features that enforce limitations on use of the Apps; or
- v. delete the copyright and other proprietary rights notices on the Apps. You acknowledge that we may from time-to-time issue upgraded versions of the Apps and may automatically electronically upgrade the version of the Apps that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Apps is covered by the applicable open source or third-party license End User License Agreement, if any, authorising use of such code. The foregoing license grant is not a sale of the Apps or any copy thereof, and we or our third-party partners or suppliers retain all right, title, and interest in

the Apps (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. We reserve all rights not expressly granted under this Agreement. The Apps may not be exported or re-exported to certain countries, or those persons or entities prohibited from receiving exports from Australia. In addition, the Apps may be subject to the import and export laws of other countries. You agree to comply with all Australian and foreign laws related to use of the Apps and the Platform.

9.9 Apps from the Apple App Store

The following applies to any Apps you acquire from the Apple App Store (“Apple-Sourced Software”). You acknowledge and agree that this Agreement is solely between you and us, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to:

- i. product liability claims.
- ii. any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and
- iii. claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, We, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and we acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

9.10 Apps from the Google Play Store

The following applies to any Apps you acquire from the Google Play Store (“Google-Sourced Software”):

- i. you acknowledge that the Agreement is between you and us only, and not with Google, Inc. (“Google”).
- ii. your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service.
- iii. Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software.

- iv. we, and not Google, are solely responsible for its Google-Sourced Software.
- v. Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and
- vi. you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to our Google-Sourced Software.

10. Links

10.1 Links from the Website

The Site may contain links to websites operated by other parties. Nuheara provides these links to other websites as a convenience and use of these websites is at your own risk. The linked websites are not under the control of Nuheara, and Nuheara is not responsible for the content available on the other websites. Such links do not imply Nuheara's endorsement of information or material on any other website and Nuheara disclaims all liability about your access to and use of such linked websites.

10.2 Links to the Website

Unless otherwise set forth in a written agreement between you and Nuheara, you must adhere to Nuheara's linking policy as follows:

- i. the appearance, position, and other aspects of the link may not be such as to damage or dilute the goodwill associated with Nuheara's and/or its licensors' names and trademarks.
- ii. the appearance, position, and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Nuheara.
- iii. when selected by a user, the link must display the Sites on full-screen and not within a "frame" on the linking site; and
- iv. Nuheara reserves the right to revoke its consent to the link at any time and in its sole discretion.

10.3 Bundled Offers

Nuheara may decide to bundle products or partner with third parties' products or services and present a bundled offer for sale. Please refer to the promotional offers terms and conditions related to the bundle offer you have purchased.

11. Intellectual Property

11.1 Trademarks

All logos and trade names used in connection with Nuheara, and the Product are trademarks of Nuheara. Unauthorized use of any Nuheara trademark, service mark, or logo may be a violation of applicable trademark laws.

Nuheara Limited (Nuheara) is the manufacturer of consumer electronic and medical devices which offer hearing solutions. The HP Hearing PRO Self-Fitting Over-The-Counter (OTC) Hearing Aid is a medical device and is manufactured under a trademark license agreement from HP Inc.

11.2 Copyright

The Platform and the content made available through the Platform are protected by international copyright laws. You may not use, modify, reproduce, or distribute any of the content, or the design or

layout of the Platform, or individual sections of the content, design, or layout of the Platform without Nuheara's express prior written permission.

12. Using the Platform Outside the United States of America

Nuheara administers and operates the Platform from the United States. Although the Platform may be accessible in many territories throughout the world, not all features, products, or services discussed, referenced, provided, or offered through or on the Platform are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Nuheara reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person or geographic area. Any offer or feature, product, or service made available on or via the Platform is void where prohibited.

13. Safety of Minors

The Platform is not directed toward minors. Minors are individuals under the age of 13 (or under a higher age if specified by the laws of their residence). Nuheara does not knowingly collect information from minors. If it comes to our attention that we have collected personal data from a minor, we may delete this information without notice. If you have reason to believe that this has occurred, please contact privacy@nuheara.com.

For our medical device products, you must be 18 years or older, if permitted by the laws of your country of residence, to enter into a legally binding agreement to use our Apps.

14. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NUHEARA MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE PLATFORM. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE PLATFORM IS AT YOUR SOLE RISK. NUHEARA DOES NOT WARRANT: (I) THAT YOU WILL BE ABLE TO ACCESS OR USE THE PLATFORM AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; (II) THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; (III) THAT DEFECTS WILL BE CORRECTED; OR (IV) THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Because some states, territories, and/or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NUHEARA, ITS AFFILIATES, LICENSORS, AND BUSINESS PARTNERS (COLLECTIVELY, THE "NUHEARA AFFILIATES"), DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE AND FURTHER DISCLAIMS ALL LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE PLATFORM AND/OR PRODUCTS, EVEN IF NUHEARA AND/OR THE NUHEARA AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT

LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF NUHEARA OR ANY OF THE NUHEARA AFFILIATES EXCEED THE LESSER OF (I) US \$100.00 OR (II) THE AMOUNT YOU PAID US FOR PRODUCTS PURCHASED THROUGH THE PLATFORM DURING THE SIX (6) MONTHS PRIOR TO THE TIME THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY AROSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NUHEARA WILL NOT BE RESPONSIBLE OR LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY LOSS, LIABILITY, EXPENSES, OR DAMAGES INCURRED IN CONNECTION WITH THE PLATFORM OR THE PURCHASE OF PRODUCTS, TO THE EXTENT CAUSED BY OR RESULTING FROM (1) YOUR ACTS, DEFAULTS, OR OMISSIONS; (2) YOUR VIOLATION OF ANY TERM, CONDITION, REPRESENTATION, OR WARRANTY CONTAINED IN THIS AGREEMENT; (3) YOUR FAILURE TO PROVIDE AN ACCURATE SHIPPING ADDRESS OR OTHER INFORMATION THAT YOU ARE ASKED TO PROVIDE IN CONNECTION WITH THE SALE OF PRODUCTS; (4) ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING THIRD PARTIES CONTRACTED BY NUHEARA; OR (5) NONDELIVERY, MISDELIVERY, OR LATE DELIVERY OF PRODUCTS OR PRODUCTS LOST OR DAMAGED IN SHIPMENT. WE DO NOT IN ANY WAY EXCLUDE OR LIMIT OUR LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; OR (B) FRAUD OR FRAUDULENT MISREPRESENTATION OR EXCLUDE OR LIMIT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

Because some states, territories, and/or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states, territories, and/or jurisdictions, the liability of Nuheara shall be limited to the fullest extent permitted by law.

16. Indemnification

To the maximum extent permitted by law, you agree to indemnify, defend, and hold Nuheara harmless from and against any and all claims, demands, damages, or other losses, including reasonable attorneys' fees, resulting from or arising out of your use of the Platform, your negligent or intentional misuse of the Products, or any breach or alleged breach by you of this Agreement.

17. General

17.1 Governing Law, Disputes, and Interpretation

This Agreement shall be governed by the laws of the State of Western Australia, Australia without regard to conflicts of law principles. To the extent permitted by law, the parties waive all rights to trial in any action or proceeding instituted in connection with this Agreement, the Platform, the Products, and/or Nuheara. The parties agree that all controversies or claims arising out of or relating to this Agreement, the Platform, the Products, and/or Nuheara shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce and: (i) the must be one arbitrator; (ii) the language must be English; and (iii) the place of arbitration must be Perth, Australia or in such other place as the parties may mutually agree. If any provision of this Agreement or the application of any such provision to any person or circumstances shall be declared to be invalid, unenforceable, or void, such decision shall not have the effect of invalidating or voiding the remainder of the Agreement, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal, and enforceable so as to effectuate the original intent to the extent possible. Headings are for convenience only and shall not be used to construe the terms of this Agreement.

17.2 Waiver

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

17.3 No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of the Platform, exploitation, or other materials in connection therewith, or the sale, distribution, and other exploitation of the Products.

17.4 Successors; Assignment

This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors, heirs, executors, administrators, and permitted assigns. You may not assign or delegate this Agreement or any of the rights hereunder without Nuheara's prior written consent. Any purported assignment or delegation shall be ineffective. Nuheara may freely assign or delegate all rights and obligations under this Agreement, full or partially, without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Nuheara with any third party that assumes our rights and obligations under this Agreement.

17.5 Entire Agreement

You agree that this Agreement constitutes the entire understanding between you and Nuheara regarding the Platform and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement. This Agreement may only be modified as set forth in Section 4("Changes to T&C'S"). You may also be subject to additional terms and conditions that may apply when you use or purchase Products, third-party content, or third-party software.

18. Your Rights

Some of you have certain legal rights to obtain information about whether we hold personal information, to access personal information we hold, and to obtain correction, update, amendment, or deletion in appropriate circumstances. Some of these rights may be subject to some exceptions or limitations. We will respond to your request to exercise these rights within a reasonable time (and in all cases within 30 days of receiving a request).

Data access rights to which you are entitled to are:

- Right to restrict processing.
- Right of rectification.
- Right to erasure (right to be forgotten).
- Right to object to processing.
- Right to withdraw consent; and
- Data portability rights.

Where you wish to exercise any of the rights, please contact us at privacy@nuheara.com. See more information on how to contact us and how to make complaints in our Privacy Policy.