

NOVEL EFFECT TERMS OF SERVICE

Effective as of September 5th, 2020

The Novel Effect Application ("Novel Effect," "Application," "We," "Us") is a multi-platform service that provides users with voice driven media and entertainment. In particular, some of Novel Effect's features utilize voice recognition systems to activate musical accompaniments, sound effects, and other media (collectively, the "Media") when the user reads a story aloud.

These Terms of Use govern your use of Our service as the User. A User ("you," "your," "User," "Users") includes all persons interacting or accessing any Novel Effect Application experience, including but not limited to the account holder, the person conducting the voice experience, and the audience experiencing the results. The Application services used for finding, listening, watching, and playing Media including all functionality, websites, mobile applications, speakers, media players and all content and software are known as the "Services."

1. YOUR ACCEPTANCE OF THE TERMS OF USE

Our Terms of Use includes Our Privacy Policy <http://www.noveleffect.com/privacy-policy>. By accessing, visiting, or browsing Our Services, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the Application Services.

2. CHANGES TO THESE TERMS OF USE

Novel Effect, Inc may change these Terms of Use or our Privacy Policy at any time and for any reason. We will provide you with notice of the amended Agreement either by e-mail or as a notification within the Services. Your continued use of the Services or your failure to delete your account with Novel Effect within thirty (30) days after receiving notice of the changes constitutes your continued agreement to these Terms of Use.

3. YOUR PRIVACY

Novel Effect takes your privacy very seriously. Your personally identifying information ("Personal Information") is subject to Our Privacy Policy <http://www.noveleffect.com/privacy-policy> which is incorporated and made a part of these Terms of Use. It is your responsibility to review these policies carefully before using Our Services.

4. SUBSCRIPTION MEMBERS

Although certain features and/or content of the Novel Effect Service may be available at no charge to any user, other features and/or content may only be available to who agree to pay for a subscription plan (each, a "Subscription Member"). Each subscription plan may be described in more detail in other areas of the Novel Effect Service. Any payment terms displayed to you in the process of becoming a Subscription Member are deemed part of these Terms.

5. NOVEL EFFECT COMMUNICATIONS

Your use of the Services represents to Novel Effect that you consent to receive electronic communications relating to your account. We may communicate: over email (to the address you provide when creating your Novel Effect profile); a third-party social media provider that you used to create your account; or directly via in-app notifications, push notifications, and alerts.

Novel Effect may, from time to time, send you newsletters, push notifications or in-app notifications about new features and content and other promotional announcements. If you do not wish to receive these promotional communications, please email support@noveleffect.com to remove yourself from this mailing list, or click on the unsubscribe link in such marketing communication. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our backend databases. You cannot opt out of receiving transactional e-mails related to the Application (e.g., requests for support). Refer to the Privacy Policy for additional details.

6. OUR LICENSE TO YOU

We grant you a personal, revocable, non-exclusive, non-transferable, non-sublicensable, world-wide, license to access and use the Novel Effect Service solely for personal, non-commercial purposes as permitted by these Terms and intended by us through the normal functionality of the Novel Effect Service. This license to you will automatically terminate if you violate these Terms. Except for the foregoing limited license, no right, title or interest is transferred to you. We may allow you to store encrypted, cached content on your tablet, smartphone or other compatible internet-connected device. You may not transfer copies of cached content to any other device.

7. YOUR CONDUCT

We would like to keep the Novel Effect Service as safe as possible for our users but need your help to do so. Accordingly, you agree not to use the Novel Effect Service to: (i) violate any local, state, national, or international law or regulation; (ii) transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, graphically violent, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (iii) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (iv) knowingly transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (v) breach or circumvent any security or authentication measures (including geo-restriction measures); (vi) attempt to decompile or reverse engineer any software contained on the Novel Effect Service; (vii) remove any copyright, trademark, or other proprietary notations from any Content (as defined below) or User Submissions (as defined below) of other users; (viii) stalk, harass, or harm another individual; (ix) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (x) interfere with or disrupt the Novel Effect Service or servers or networks connected to the Novel Effect Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Novel Effect Service; or (xi) rent or lease your account. You also agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Novel Effect Service in a manner that sends more request messages to the Novel Effect Service servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser.

8. CONTENT AVAILABILITY

The Novel Effect Service provides its users with access to books and other Content streamed through the Internet to certain devices. The availability of these books and other Content may change from time to time, and from geographic territory to territory, for a number of reasons (including publisher deals and available Internet bandwidth). As a result, we do not guarantee that any Content will be available or remain available on the Novel Effect Service (including during any subscription period for a Subscription Member). Mobile Networks. If you access the Novel Effect Service through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain Novel Effect Service features may be prohibited or restricted by your network provider and not all Novel Effect Service features may work with your network provider or device.

9. SUBSCRIPTION CANCELLATION

If you subscribed to Novel Effect via the Apple App Store or iTunes, you can cancel your account anytime by going to Settings -> Apple ID -> Subscriptions and choosing Novel Effect and pressing Cancel Subscription. If you subscribed to Novel Effect via Google Play, you can cancel your account anytime on the Google Play Store by going to your account page -> Subscriptions and choosing Novel Effect and pressing Cancel Subscription. Please note that Novel Effect subscriptions purchased via the Apple App Store are governed and controlled by the terms and conditions established by Apple, and likewise subscriptions purchased via Google Play are governed and controlled by the terms and conditions established by Google.

10. TERMINATION

Your right to use the Novel Effect Service automatically terminates if you violate these Terms or any rules or guidelines posted in connection with the Novel Effect Service. We reserve the right, in our sole discretion, to terminate your access to all or part of the Novel Effect Service, for any reason, with or without notice.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE NOVEL EFFECT SERVICE IS AT YOUR SOLE RISK. THE NOVEL EFFECT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, NOVEL EFFECT, INC. AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE NOVEL EFFECT SERVICE (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). We make no warranties or representations about the accuracy or completeness of content available on or through the Novel Effect Service or the content of any websites linked to the Novel Effect Service and assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Novel Effect Service or the Content on the Novel Effect Service; (iii) any unauthorized access to or use of our secure servers and/ or any and all personal information and/or financial information stored therein; (iv) any interruption or cessation of transmission to or from the Novel Effect Service; (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Novel Effect Service by any third party; and/or (vi) for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available on or through the Novel Effect Service.

12. LIMITATION OF LIABILITY

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NOVEL EFFECT CREATIONS, INC. OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE NOVEL EFFECT SERVICE.

13. EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Novel Effect, Inc. may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

14. IDEMNIFICATION

You agree to indemnify, defend, and hold harmless Novel Effect Creations, Inc., its subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (a) any information (including, without limitation, your User Submissions, feedback, or any other content) you (or anyone using your account) submit, post, or transmit on or through the Novel EFFECT Service; (b) your (or anyone using your account's) use of the Novel Effect Service; (c) your (or anyone using your account's) violation of these Terms; or (d) your (or anyone using your account's) violation of any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret, right of publicity/privacy, or other proprietary rights of any person or entity. Novel Effect Creations, Inc. 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 will cooperate with Novel Effect Creations, Inc. in asserting any available defenses.

15. DISPUTES

These Terms shall be construed and enforced in accordance with the laws of the State of Washington without regard to any choice of law or conflict of laws principles, regardless of where you live. You will resolve any claim, cause of action or dispute you have with us arising out of or relating to these Terms or the Novel Effect Service exclusively in a state or federal court located in King County, Washington. You agree to submit to the personal jurisdiction of the courts located in King County, Washington for the purpose of litigation all such claims or causes of action.

16. GENERAL

If any provision or provisions of these Terms of Use are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect. Novel Effect, including all content provided on the Novel Effect Services, is protected by United States and international copyright, trade secret or other intellectual property laws and treaties. Novel Effect is a pending registered trademark of Novel Effect, Inc. Novel Effect has patent applications that apply to Our Service. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Novel Effect service, please notify us by emailing support@noveleffect.com.