

## **Terms and Conditions**

### **Agreement between User and Audiology Technology Solutions, LLC**

Welcome to audiology simulator.com or another affiliate site owned by Audiology Technology Solutions (“ATS”). The audiology simulator.com website or one of its affiliated sites (the "Site") is comprised of various web pages operated by ATS. This Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

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The Site provides access to the Theta audiology simulation software and Diida virtual audiometer owned (the “Services”) by ATS. The Site sells a subscription or one-time access to the Services on an annual or other time frame specified at the time of purchase. The Services allow users to simulate clinical audiology cases that are randomly generated or specified by users and or perform audiometric testing. The program allows for simulated and real testing using a graphical user interface. Users may export and import data and send scored data to a cloud server or specified recipient. Some users will have the ability to view and manipulate the saved data from other users including but not limited to generated cases and scored submissions. Users without paid accounts may have access to some features of the program, which may include data from paid users such as their username and scores from submissions using the program.

### **Privacy**

Your use of the Site is subject to ATS's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting the Site or sending emails to ATS constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity, including using more than one user on any given account. You acknowledge that ATS is not responsible for third party access to your account that results from theft or misappropriation of your account. ATS and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content at our sole discretion. Multiple users on a single account may result in suspension or termination of that account.

### **Children Under Thirteen**

ATS does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Site only with permission of a

parent or guardian.

### **Cancellation/Refund Policy**

You may cancel your account at any time. No refunds will be provided on a full or prorated basis under any circumstances. Users who cancel their subscription may continue to have access to the program until the original expiration of their subscription, or their subscription may be terminated immediately. Please contact [audiologysimulator@gmail.com](mailto:audiologysimulator@gmail.com) with any questions.

### **Links to Third Party Sites/Third Party Services**

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of ATS and ATS is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ATS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ATS of the site or any association with its operators.

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### **No Unlawful or Prohibited Use/Intellectual Property**

Upon payment for access to the service, you are granted a non-exclusive, non-transferable, revocable license to access and use the Site and the Theta program strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to ATS that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of ATS or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. ATS content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of ATS and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of ATS or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by ATS from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the ATS Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations. We reserve the right to refuse payments originating from locations where ATS is not registered to do business.

### **Indemnification**

You agree to indemnify, defend and hold harmless ATS, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. ATS reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ATS in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and ATS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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#### **Termination/Access Restriction**

ATS reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. Your account information may also be deleted at any time, with or without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Kentucky and you hereby consent to the exclusive jurisdiction and venue of courts in Kentucky in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ATS as a result of this agreement or use of the Site. ATS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ATS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by ATS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and ATS with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ATS

with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

ATS reserves the right, in its sole discretion, to change the Terms under which audiologysimulator.com is offered. The most current version of the Terms will supersede all previous versions. ATS encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

ATS welcomes your questions or comments regarding the Terms:

Email Address:  
audiologysimulator@gmail.com

Effective as of October 28, 2022