

Terms and Conditions

Last updated: May 15, 2022

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by the Company downloaded by You on any electronic device, named Semu Audiobooks
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Semu Audiobooks LLC, 46419 Cedarhurst Drive.
- **Country** refers to: Virginia, United States
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Referral program** refers to a system that incentivizes customers to recommend the app to their family and friends.
- **Service** refers to the Application.

- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by the Company to You.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Subscriptions

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company.

You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

Free Trial

The Company may, at its sole discretion, offer a Subscription with a Free trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free trial has expired. On the last day of the Free Trial

period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free trial offer.

Referral Program

Semu Audiobooks ("we," "us" the "Company") offers you the opportunity to earn rewards by referring friends. Your participation in the Semu Audiobooks Referral Program ("*Semu Audiobooks Referral Program*" or "*Program*") can earn you a discount to use for a Subscription with Semu Audiobooks Services. We reserve the right to terminate the Program at any time for any reason. The Program is administered by Semu Audiobooks, which may outsource certain elements of administration to third parties (collectively "*Administrator*").

These terms ("*Terms*") apply to a user's participation in the Program. By participating in the Program, users agree to use the Program as outlined herein and are consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot register and participate in the Program. Users also cannot wherein so doing, they would violate any applicable law or regulations.

Eligibility

This Program is void where such referral programs are prohibited. Users who refer others to the program are "Referrers"; those who are referred are "Referred Customers." Referrers may be eligible to receive a "Discount" for every qualified referral. Referrers must 1) have an existing, valid Semu Audiobooks user account, and 2) are otherwise in good standing. When registering for the Program, Referrers must use the same email address or phone number that is registered with their existing Semu Audiobooks user account. Semu Audiobooks reserves the right to determine if a Referrer's Semu Audiobooks user account is valid based on criteria that include, but is not limited to, Semu Audiobooks account activity and ownership, incorporation status, and business affiliation of the user's registered Semu Audiobooks email address domain. Participation in the Program represents an ongoing relationship with you, for privacy purposes. So long as you remain in the Program, and you have unused Discounts, you will be considered an active member of the Program and of the Semu Audiobooks Community. Please see Semu Audiobooks' privacy policy for further details on your privacy rights.

How It Works

To participate, once you have created your Semu Audiobooks account, go to settings in the app and click "Referral Program". You will be provided a link that you can share with others as much as you want. If a user uses your link, signs up, and subscribes, each of you will receive a discount ("*Discount*") worth 20% off your New/Next Subscription payment or Subscription Upgrade payment fee. Discounts may only be used for subscription services and may never be redeemed for cash.

Qualified Referrals

Upon signing up for the Program, Referrers will be provided with a unique referral link ("*Personal Link*") that allows Referrers to receive a Discount. Each Referrer will be able to check his/her status on referrals by logging in to his/her/their account and checking the Referral Status. Referrers will also be provided with a unique and personal Semu Audiobooks "Referral Status" page to check the page or account to check the status of his/her Qualified Referrals and to manage his/her account. Personal Links will be issued only to individuals. An individual must use their Link to participate in the program but no purchase is required. Referrers must respect the spirit of the Program by not engaging in spamming or other unfair or otherwise problematic practices, including creating fake accounts or harassing potential referral sources.

Conditions for Receiving a Discount

Discounts will be awarded for Referrals who meet the following conditions:

1. The Referred User must use the Link from a Referrer.
2. When a Referred User Signs Up and Subscribes discount is 20% off for the first Subscription payment will be applied automatically.
3. When a Referred User completes the Conditions of the Referral Program a Referrer will receive a discount of 20% off and it will be applied automatically to the first Subscription payment.
 - a. If a Referrer has already Subscribed the discount will be applied automatically in the next payment charge.
 - b. If a Referrer has already Subscribed and wants to Upgrade the Subscription Plan the discount will be applied automatically as well.

4. The duration of the discount is 24 months from the Registration date of the Referred User.
5. If the Referrer involves more than one user and all conditions have been met the discount of 20% off will be applied as many times as users have been referred (e.g. the user has a 40% off discount so that the user will receive 20% off 2 times during automatic payment charge).

How Discount Works

Semu Audiobooks Entities may withhold a Discount if it reasonably believes additional verification is required. Semu Audiobooks may also withhold or invalidate any potential it deems fraudulent, suspect, or in violation of these Terms. If Semu Audiobooks in its sole discretion believes awarding a discount or verifying and approving a transaction will impose liability on Semu Audiobooks, its subsidiaries, affiliates, or any of their respective officers, directors, employees, representatives, and agents.

All Semu Audiobooks Entities' decisions are final and binding, except where prohibited, including decisions as to whether a Qualified Referral or Discount is valid, when and if to terminate the Program, and whether, if at all, to change the program.

Use of Discount

Discounts may only be used for qualified Semu Audiobooks products and services, which can change at any time. They may not be traded and have no monetary value, and may not be redeemed for cash, or traded. Discounts are not transferable, salable, or auctionable. If the Program is terminated by Semu Audiobooks, Referrers will have 24 months to use any Discounts before they are forfeited. If a Referrer's account is canceled for any reason, unredeemed Discounts are forfeited immediately.

Liability Release

Except where prohibited, Users agree that by participating in the Program, they agree: (1) to be bound by these Terms the decisions of Semu Audiobooks, its Administrators ("*Semu Audiobooks Entities*") (if any) and/or their designees, and privacy policies; (2) to release and hold harmless Semu Audiobooks Entities and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "*Released Parties*"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out

of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Discount); and (3) to be contacted by Semu Audiobooks Entities via email.

Except where prohibited by law, the Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled, or unintelligible entries, communications, or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Discount, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. Semu Audiobooks Entities disclaim any liability for damage to any computer system resulting from participating in, accessing or downloading information in connection with this Program, and reserve the right, in their sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond Semu Audiobooks Entities control, corrupt the administration, security or proper play of the Program.

Except where prohibited, the Released Parties shall not be liable to any Users for failure to supply any Discount or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, an act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

As a condition of entering the Program, and unless prohibited by law, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential, and any other damages, and waives any and all rights to have damages multiplied or otherwise increased. A waiver of rights may not apply to you in your jurisdiction of residence. Additional rights may be available to you.

Semu Audiobooks Entities reserves the right to cancel or suspend this Program should it determine, in its sole discretion, that the administration, security or fairness of this Program has been compromised in any way.

Referrer's Code of Conduct

Referrers agree that they will not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward other users. Users agree not to use the Program to:

- Violate the intellectual property rights of Semu Audiobooks
- Spam or otherwise create bulk distributions of the Personal Link that is inappropriate
- Collect or attempt to collect personal data about users or potential Referred Customers
- Engage in any actions that are designed to disrupt or undermine the Program
- Make attempts to gain unauthorized access to the software or the Program for any reason
- Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy Semu Audiobooks intellectual property or stop the function of the Semu Audiobooks services
- Engage in illegal or unsportsmanlike activities
- Engage in behavior designed to annoy or harass others
- Engage in actions that disparage or malign or call into question the reputation of Semu Audiobooks, in Semu Audiobooks' sole discretion

Inappropriate Behavior

The Semu Audiobooks Entities may prohibit anyone from participating in the Program or receiving and if they determine such User is attempting to undermine the fairness, integrity, or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices or intending to annoy, abuse, threaten or harass any other Semu Audiobooks users (whether or not enrolled in the Program), or representatives of Semu Audiobooks Entities. Use of any automated system to participate is strictly prohibited, and if discovered, will result in disqualification. Semu Audiobooks reserves the right to disqualify anyone, cancel Discounts, disable or suspect an account, and contact legal authorities (including law enforcement) if it should discover a user is tampering with the entry or referral process or the operation of the Program or violating these Terms. Referrals generated by a script, macro, or other automated means will be disqualified. If a solution

cannot be found to restore the integrity of the Program, we reserve the right to cancel, change, or suspend the Program.

Privacy

Participation in the Program may require a Referred Customer and/or a Referrer to submit personal information about themselves. The personal information will be collected, processed, and used in accordance with Semu Audiobooks' Privacy Policy which can be found at SemuAudiobooks.com/Privacy.

In addition, personal information may be used by Company on Company's behalf, to contact Users with regard to participation in the Program and to receive communications from Semu Audiobooks or third-party administrators of the Program.

Reservations of Rights

We reserve the right to modify or amend at any time these Terms and the methods through which Discounts are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms. Semu Audiobooks Entities' failure to enforce any term of these Terms shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION

THE CONTENT, INFORMATION, LINKS, AND FUNCTIONALITY OF THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL COMPONENTS. WITHOUT IN ANY WAY LIMITING THE PRIOR SENTENCE, WORLDPAY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT (I) THE CONTENT AND INFORMATION OF THIS WEBSITE IS ACCURATE, SECURE, COMPLETE OR OTHERWISE FREE FROM ERRORS AND OMISSIONS, OR (II) THE LINKS AND OTHER ASPECTS OF THE WEBSITE ARE FUNCTIONAL.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest

extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: support@semaudiobooks.com
- By visiting this page on our website: www.semaudiobooks.com
- By mail: 46164 Westlake Dr. Unit 651272 Sterling, VA, 20165