

Novel Terms of Use

Last updated March 10, 2022

BY DOING ANY OF THE FOLLOWING, YOU ("END-USER") ARE ENTERING INTO AN AGREEMENT WITH CADENZA, INC. AND ITS SUBSIDIARY ("NOVEL") AND AGREE TO BE BOUND BY THESE TERMS, AND THE TERMS OF NOVEL'S [PRIVACY POLICY](#) AND OF ANY OTHER NOTICES POSTED BY NOVEL (COLLECTIVELY, "AGREEMENT"):

- EXPRESSLY ACCEPTING THESE TERMS OF USE AT ANY TIME, FOR EXAMPLE UPON CLICKING "SET UP", "PROCEED" OR ANY OTHER CLEARLY INDICATED EQUIVALENT ACTIVATION PHRASE;
- ACCESSING THE WEBSITE LOCATED AT WWW.BENOVEL.COM.

IF YOU DO NOT AGREE TO ALL THE TERMS OF THE AGREEMENT, DO NOT DOWNLOAD OR OTHERWISE USE THE APPLICATION OR WEBSITE.

NOVEL RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THIS AGREEMENT AT ANY TIME BY POSTING A NOTICE IN THE APPLICATION OR ON THE WEBSITE, OR BY SENDING YOU A NOTICE VIA EMAIL. YOU SHALL BE RESPONSIBLE FOR REVIEWING AND BECOMING FAMILIAR WITH ANY MODIFICATIONS, WHICH SHALL BE EFFECTIVE UPON FIRST POSTING OR NOTIFICATION. YOUR USE OF THE APPLICATION OR WEBSITE FOLLOWING SUCH POSTING OR NOTIFICATION CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS AS MODIFIED. YOU AGREE TO REVIEW THIS AGREEMENT REGULARLY.

You may at any time request a copy of this Agreement by emailing us at: info@benovel.com, Subject: User Terms and Conditions.

1. Application. The website located at www.benovel.com ("Website"; the Website and Application shall be referred to herein as "Service") allow their users to access custom video content, and are accessible via various digital media devices, such as personal computers, cell phones, tablets and other handheld devices (collectively, "Devices"). Novel reserves the right to modify, suspend or discontinue the Service at any time with or without notice, including adding, changing or removing any features or functionality of the Service.

2. Website; Fees.

a. Registration Information. By downloading the Application or otherwise using or accessing the Service, you represent and warrant that you are at least eighteen (18) years of age. You shall provide true, accurate, current and complete information about yourself, or, if you are registering on behalf of a minor, about such minor, as prompted by the registration form. You shall keep your account password secure and shall notify Novel immediately of any breach of security or unauthorized use of your account. Novel will not be liable for losses caused by any unauthorized use of your account. If you register on behalf of a minor, you certify to Novel that you are such minor's legal guardian; as used herein, "End-User" and "you" shall

refer to you and such minor.

b. Website Restrictions. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to Novel's servers in a given period of time than a single human can reasonably produce in the same period by using a conventional web browser. You agree not to collect or harvest any information, including account names and performance data, from the Website, nor to use the communication systems provided by the Website for any unauthorized commercial solicitation purposes.

c. In-App Purchases. Novel may make certain products and/or services available to users of the Application in consideration of payment of a subscription fee or other fees ("In-App Purchases"). You may make In-App Purchases through the following payment methods (each, a "Premium Payment Method"): (a) making a purchase through web application platforms or storefronts authorized by Novel (each, a "Third Party Store"), (b) paying with your credit card, debit card, or PayPal account, which will be processed by a third party processor, or (c) adding charges to your mobile carrier bill and remitting payment directly to your carrier. Once you have made an In-App Purchase, you authorize Novel to charge your chosen Premium Payment Method. In the event of a conflict between a Third Party Store's terms and conditions and this Agreement, the terms and conditions of the Third Party Store or service provider shall govern and control. If Novel terminates your registration or membership because of your breach of the Agreement, you will not be entitled to a refund of any unused portion of any fees, except to the extent required under applicable law, Novel reserves the right to change its fees and access policies from time to time, in its sole discretion. Novel has a no charge-back, no refund policy.

d. Billing. We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your account on the Services (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. Currently, we use Stripe, Inc. as our Payment Processor. You can access Stripe's Terms of Service at <https://stripe.com/us/checkout/legal> and their Privacy Policy at <https://stripe.com/us/privacy>. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes, even if it has already requested or received payment.

e. Paid Services. Certain of our Services may be subject to payments now or in the future (the "Paid Services"). Please see our website or other documentation for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.

f. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment

Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

g. Recurring Billing. Some Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature , and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO ACCOUNT SETTINGS.

h. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, AND CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USERNAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

i. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

j. Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment , and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

k. Free Trials and Other Promotions. Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us at info@benovel.com.

3. Grant of Rights.

a. Granted Rights. Subject to the terms and conditions of this Agreement, Novel hereby grants you a limited nonexclusive, nontransferable, non-assignable, non-sublicensable right to use the Application and Website solely for your personal purposes and solely for their intended purpose, as permitted by the usage rules set forth in the relevant Third Party Store's Terms of Service.

b. Reserved Rights. The Service involves valuable proprietary rights of Novel. No title to or ownership of the Application or Website or any proprietary rights associated therewith is transferred by this Agreement to you. All rights not expressly granted in this Agreement are reserved by Novel.

c. Restrictions. You may not license, sublicense, sell, resell, rent, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application, the Website, or any portion or component thereof, or any rights granted in this Agreement, except as expressly permitted herein and subject to the terms set forth in this Agreement. End-User may not reverse engineer, disassemble, or decompile the Application or otherwise attempt to discover the source code of the Application. You may not: (i) remove any copyright, trademark or other proprietary notices from the Service, or any component thereof; (ii) rent or lease the Application or permit access to or use of the Service by anyone other than End-User; or (iv) create modifications to or derivative works of the Service or any component thereof.

4. Obligations of End-User

a. Systems. You are solely responsible for providing and maintaining, at your own expense, all Devices, equipment, facilities and services necessary to access and use the Application and Website, including, without limitation, computer hardware and software, modems, telephone service and Internet access.

b. Conduct. You agree to use the Service only for purposes that are permitted by this Agreement and any applicable laws, rules and regulations. You agree not to engage in any activity that interferes with or disrupts the Service.

c. Indemnity. You shall defend, indemnify, and hold Novel, its affiliates, officers, employees and agents harmless from and against any third-party claims, actions, proceedings, damages, costs, liabilities, losses and expenses (including, without limitation, reasonable attorney fees) arising out of or related to: (i) misuse of the Service; or (ii) any violation of this Agreement or applicable laws, rules or regulations.

5. Intellectual Property Rights. As between the parties, Novel owns all rights, title and interest in and to the Service, and all proprietary process and technology relating thereto

("Technology") and all intellectual property rights therein, including, without limitation, all modifications, updates and derivative works relating to the Service or Technology. All suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you to Novel related to the Service or any of Novel's other products or services (collectively referred to as "Contributions"), shall be owned by Novel; you shall not be entitled to any compensation in connection therewith and hereby assign to Novel all intellectual property rights and other rights in or to any and all Contributions. The Novel name and logo, and any other trademarks or service marks used by Novel in connection with the Service are trademarks of Novel or its licensors, and you shall have no right or license thereto.

7. Termination. Novel may terminate this Agreement immediately if you breach any provision of this Agreement. Upon termination, you shall cease all use of the Application and Website. Sections 3.b, 3.c, 4.b, 4.c, and 5 through 10 shall survive termination or expiration of this Agreement for any reason.

8. Warranty Disclaimer. THE SERVICE IS PROVIDED "AS IS." EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER NOVEL NOR ITS LICENSORS MAKE ANY WARRANTY REGARDING THE SERVICE OR ANY OTHER ITEMS OR SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY, SECURITY, COMPATIBILITY, ACCURACY OR COMPLETENESS OF THE SERVICE. NOVEL AND ITS LICENSORS HEREBY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, EXCEPT FOR BODILY INJURY, NEITHER NOVEL NOR ITS LICENSORS SHALL BE LIABLE TO END-USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF NOVEL HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NOVEL'S OR ANY OF ITS LICENSORS' AGGREGATE LIABILITY TO END-USER RELATED TO THE SUBJECT MATTER HEREOF EXCEED THE AMOUNTS ACTUALLY RECEIVED BY NOVEL FROM END-USER FOR THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. Arbitration. The parties agree that any and all disputes or controversies of any nature between them arising at any time shall be determined by binding arbitration in accordance with the Commercial Arbitration Rules of the AAA before a single neutral arbitrator ("Arbitrator") in the State of California, county of Santa Clara. The Arbitrator shall be mutually agreed upon by the parties; if the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by the AAA. The Arbitrator shall determine how all expenses relating to the arbitration shall be paid, including without limitation, the respective expenses of each party, the fees of the arbitrator and the administrative fee of the American Arbitration Association. Any final outcome of such arbitration shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to any court of competent jurisdiction located in the State of California, which may be made ex parte, for confirmation and enforcement of the award. In addition, either party may seek equitable, non-monetary relief at any time in any court of competent jurisdiction located in the State of California without thereby waiving its right to arbitration of any dispute or controversy. All proceedings shall, to the extent permitted by law, be closed to the public and

confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award.

11. Miscellaneous. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws provisions thereof. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement and understanding between you and Novel with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written negotiations, understandings or agreements. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by Novel. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, when sent by confirmed email or email, or three days after being sent by prepaid certified or registered U.S. mail. End-User may not assign this Agreement nor any portion thereof to any third party; any purported assignment shall be void and without effect. In any action to enforce rights or obligations under this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorney fees. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST NOVEL OR ITS LICENSORS.

Any questions, complaints or claims with respect to the Application should be directed to info@benovel.com.

ADDITIONAL TERMS THAT ARE APPLICABLE TO USERS OF THE APPLICATION AS OFFERED BY THIRD PARTIES AND ARE AN INTEGRAL PART OF THE ABOVE AGREEMENT:

The following additional terms and conditions apply to you if you download the Application from a Third Party Store. To the extent that the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section will apply, but solely with respect to the Application and the Third Party Store. You acknowledge and agree that:

a. These Terms are concluded solely between you and Novel and not with the providers of the Third Party Store, and Novel is solely responsible for the Application and the content thereof. To the extent that this Agreement provides for usage rules for the Application which are less restrictive or in conflict with the applicable terms of service of the Third Party Store from which you obtain the Application, the more restrictive or conflicting term of the Third Party Store will take precedence and will apply.

b. The Third Party Store provider has no obligation whatsoever to provide any maintenance or support services with respect to the Application. The Third Party Store provider will have no warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Novel.

c. Novel, not the Third Party Store provider, is responsible for addressing any claims you or any third party may have relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the

Application fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.

d. The Third Party Store provider and its subsidiaries are third party beneficiaries of this Agreement and shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.