***Sharing is Caring* ACCOUNT TERMS AND CONDITIONS**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SETTING UP YOUR ACCOUNT. IF YOU DO NOT AGREE TO THE TERMS, DO NOT CLICK <CONTINUE> AND DO NOT CREATE AN ACCOUNT.**

**In particular, please note that: (1) disputes between us will be settled by binding arbitration and you are giving up your right to go to court, and (2) your device software may be automatically updated.**

**1. Definition**

**“S.i.C. Terms” means this Sharing is Caring Account Terms and Conditions and other related terms including the Privacy Policy.**

**“Contents Provider(s)” means** a provider of Entertainment.

“**Entertainment**” means any movies, television shows, music and/or other audio or visual materials.

“**Privacy Policy**” means the Service Provider’s privacy policy, available at the Service Provider’s website (<https://www.the-sharing-is-caring.com/Privacy.html>) ("**Privacy Policy**")

**“Service Provider” means** Alpine Electronics of America, Inc..

**“S.i.C.” means this Sharing is Caring system.**

"**S.i.C. Service**" "**our service**" or "**the service**" means the service provided by the Service Provider for both locally stored and streaming Entertainment, including all features and functionalities and user interfaces associated with the service.

**2. Overview**

The S.i.C. Service shall be given to an end user only by the Service Provider. An end user online profile is required to activate your S.i.C. service. Registration gives you access to the basic features provided by the S.i.C. application. In order to enjoy streaming services, you will need to have an established service agreement with the Contents Provider separately. After your S.i.C. account is created, you can link your device to your account. When you link the device, you may be asked to agree to a separate end user license agreement.

The S.i.C. Terms governs your Account, your use of platform and services, and excludes subscriptions, purchases and rentals made with individual Contents Providers.

In addition, if you choose to access any **Entertainment** through S.i.C., you will need to also agree to the terms of service of the Contents Providers whose Entertainment you choose to access. The terms of service of such Contents Providers may impose additional requirements or provide them the right to cancel or suspend their service to you.

You agree to be required to comply with any applicable laws and regulations including import/export laws and regulations when you apply to, use or enjoy the S.i.C. service or application.

**3. Acceptance of S.i.C. Terms**

By setting up a S.i.C. Account or using the S.i.C. application, you are agreeing to be bound by these S.i.C. Terms.

**4. Changes to S.i.C. Terms**

The Service Provider may amend the S.i.C. Terms at any time in its discretion. Such amendments shall be effective immediately upon posting of the amended S.i.C. Terms via your S.i.C. Account, the device linked to your S.i.C. Account or the Service Provider’s website, whichever occurs first. You agree to provide accurate and complete information when you establish your S.i.C. Account, and you agree to promptly update your account information (including contact information) to keep it accurate and complete. You can do this at any time by signing in to your S.i.C. Account. Following the posting or notice by any of the methods described above, continued use of any device linked to your S.i.C. Account or your S.i.C. Account means you accept and agree to the amended S.i.C. Terms. If you do not agree to the amended S.i.C. Terms, S.i.C. may not be able to provide updates, upgrades or enhancements to your devices, and you may not be able to continue using your devices or S.i.C. Account.

**5. Privacy Policy and Use of Data**

The Privacy Policy explains Service Provider's policies regarding the collection, use, transmission and disclosure of information provided by or collected from you, including via your S.i.C. Account, and/or the devices linked to it. BY AGREEING TO BE BOUND BY THESE S.i.C. TERMS, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTOOD THE COLLECTION, USE, TRANSMISSION AND DISCLOSURE OF YOUR INFORMATION OR DATA AS DESCRIBED IN THE PRIVACY POLICY (AND AS AMENDED FROM TIME TO TIME). You should review the Privacy Policy before establishing a S.i.C. Account and before linking any device to it. The policies and other content may be changed by Service Provider in its sole discretion, without notice to you.

**6. S.i.C.** **Account**

You will need to supply certain information. You agree that all personal information or other information you provide to us will be (i) accurate, current, and complete; (ii) promptly updated when there is a change; and (iii) your own information and not that of another individual. If you provide any information that is untrue, inaccurate or incomplete, or we have reasons to suspect that such information is untrue, inaccurate or incomplete, we retain the right to suspend or terminate the S.i.C. Service and any S.i.C. Account you establish and/or to refuse any or all current or future use of the S.i.C. Account or any devices linked thereto.

Your S.i.C. Account credentials are for your personal use only. Do not reveal your S.i.C. Account information to anyone. You acknowledge and agree that you are solely responsible for maintaining the confidentiality of your S.i.C. Account, login ID and password, and for all activities that occur on or through your S.i.C. Account. You agree to immediately notify the Service Provider of any unauthorized use of your S.i.C. Account, or any other security breach involving your S.i.C. Account. You agree that the Service Provider will not be responsible for any losses arising out of any unauthorized use of your S.i.C. Account.

**7. Fees and Charges**

All fees required to access Entertainment will be charged to your payment method on file with the Contents Provider directly.

**8. S.i.C.** **Service; Entertainment Availability**

The locally stored media (e.g., music, video, and/or picture stored on the device) and streaming content sharing operated and viewed through the S.i.C. application are solely for your personal and non-commercial enjoyment. Such usage is protected by copyright or other intellectual property laws and treaties, and is subject to the terms of use provided by the respective Contents Provider. Such Terms of Use do not grant you the right to copy, distribute, prepare derivative works or publicly display such content, except for locally stored media personally created by the user. You may not engage in or facilitate unauthorized access to or use of the content.

You only have access to locally stored media and streaming content that have been authorized for the country with respect to which you have registered your S.i.C. Account, and such contents will vary by geographic location or country. S.i.C. and/or its Contents Provider may use technologies to verify your geographic location, and you may not be able to access any streaming contents outside of the country or location authorized by S.i.C. or such Contents Provider. You understand that the display quality of the content being streamed by your device may vary from device to device, and may be affected by many factors, including your internet speed and your location. From time to time, S.i.C. may temporarily suspend your account access or our service for maintenance and repair. Access to the locally stored media device-to-device sharing does not necessitate internet connectivity; however, streaming content sharing requires internet connectivity. Depending on your contract with your data package provider, you may incur additional data charges from your provider when you utilize the streaming content sharing.

S.i.C. may add or remove Contents Providers from time to time without notice to you. Contents Providers may also add or remove contents from their services from time to time without notice to you or S.i.C.. S.i.C. reserves the right to remove or restrict, from your device, access to any streaming content if it has reason to believe that the device linked to your S.i.C. application is stolen, hacked or compromised, or that the streaming content or associated account is not properly authorized or licensed, violates any law, or has been offered by a streaming content in violation of any agreement itself and its partners from what it believes to be fraudulent or illegal activity. You are responsible for ensuring that any age-restricted streaming content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Contents Provider. Similar restriction also applies to unlawful usage of the S.i.C. application while operating motor vehicle; governing State and Federal law and regulation must be abided. SERVICE PROVIDER IS NOT RESPONSIBLE AND LIABLE FOR ANY INCIDENT CAUSED BY ANY USE OF S.i.C. APPLICATION OR YOUR DEVICE WHILE OPERATING A MOTOR VEHICLE OR DOING ANY ACTIVITY.

**9. Service Updates**

The Service Provider reserves the right to AUTOMATICALLY update the S.i.C. SERVICE, including BUG FIXES AND UPDATES, CHANGES IN THE USER INTERFACE OR HOW YOU ACCESS CONTENT, AND OTHER CHANGES THAT MAY add, ALTER or REMOVE functionalities and features. You acknowledge that these updates may happen automatically in the background at any time (and that they shall not be disabled). You understand that these updates are necessary to maintain compatibility with other updates to our products or services and may be required for security reasons. By using the S.i.C. SERVICE, you hereby AGREE to receive such updates.

**10. Warranty Disclaimer; Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(A) THE S.i.C. SERVICE AND YOUR S.i.C. ACCOUNT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. THE SERVICE PROVIDER DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE S.i.C. SERVICE OR THE USE OF S.i.C. ACCOUNT WILL BE: (I) UNINTERRUPTED, SECURE, VIRUS-FREE OR ERROR-FREE, OR (II) FREE FROM ATTACK OR SECURITY INTRUSION;

(B) IN NO EVENT SHALL THE SERVICE PROVIDER, ITS DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF YOUR USE OF THE S.i.C. SERVICE OR S.i.C. ACCOUNT, HOWEVER CAUSED (INCLUDING NEGLIGENCE); AND

(C) YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF THE SERVICE PROVIDER, ITS DIRECTORS, OFFICERS AND EMPLOYEES UNDER THIS S.i.C. TERMS, INCLUDING LIABIILTY RELATING TO THE S.i.C. SERVICE, YOUR S.i.C. ACCOUNT, YOUR INFORMATION AND ALL DEVICES LINKED TO YOUR S.i.C. ACCOUNT, SHALL NOT EXCEED THE TOTAL PURCHASE PRICE YOU PAID FOR S.i.C. APPLICATION LINKED TO YOUR S.i.C. ACCOUNT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDY PROVIDED HEREIN FAILS ITS ESSENTIAL PURPOSE AND EVEN IF S.i.C. DIRECTORS, OFFICERS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

IF CERTAIN JURISDICTION DOES NOT PARTIALLY OR WHOLLY ALLOW EXCLUSIONS OF CERTAIN WARRANTIES OR LIMITATOINS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, THE ABOVE EXCLUSION OR THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU TO THE EXTENT THAT SUCH JURISDICTION DOES NOT ALLOW. NOTHING IN THESE TERMS AND CONDITIONS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

**11. Choice of Law; Dispute Resolution**

(A)  **Governing Law.**  You agree that these S.i.C. Terms and any dispute of any sort that might arise between you and the Service Provider shall be governed by the laws of the State of Michigan, without regard to any conflict of laws principles that may provide the application of the law of another jurisdiction; and:

(B)  **Dispute Resolution.**  Any dispute or claim related to the S.i.C. Service between you and the Service Provider shall be will be resolved by one arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect in the State of Michigan and will be held in the State of Michigan. **You and** the Service Provider **agree that any and all claims shall be finally settled by binding arbitration.** Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

You may learn more about the AAA and its rules for arbitration by visiting www.adr.org or by calling 800-778-7879. Since these Terms and Conditions concern a transaction in interstate or international commerce, the Federal Arbitration Act will apply. The arbitrator's award shall be binding on you and the Service Provider, and may be entered in any court of competent jurisdiction.

You and the Service Provider agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **Also, the arbitrator may award relief (including monetary, injunctive or declaratory relief) only on an individual basis and may not award any form of consolidated, representative or class-wide relief.** If for any reason a claim proceeds in court rather than in arbitration, you and the Service Provider waive any right to a jury trial. Notwithstanding any provision in these terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration is allowed to proceed on a class basis, then neither you nor the Service Provider are entitled to arbitrate the claims.

 (C) **Exclusions.** This agreement to arbitrate does not apply to any claim in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights).

(D) **Jurisdiction.** If the agreement to arbitrate in this provision is found to be invalid, unenforceable or inapplicable to a given claim, then any and all proceedings to resolve such claim must be brought exclusively at federal or state court in Oakland county, Michigan, USA. Also, if the arbitrator awards injunctive relief against either of us, that party may seek judicial review of the arbitrator's decision on that issue in these courts. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

(E) **30-Day Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, THEN: (1) you must notify the Service Provider in writing within thirty (30) days after the date you create your S.i.C. Account; (2) your written notification must be mailed to the Service Provider at the address stated in Service Provider’s document or website, Attn: Legal Department; and (3) your written notification must include (a) your name, (b) your address, (c) the date you purchased the product, and (d) a clear statement that you wish to opt out of the binding arbitration agreement and class action waiver.

(F) **Changes.** Notwithstanding any provision in this Agreement to the contrary, you agree that, if the Service Provider seeks to delete or materially modify the agreement to arbitrate described herein, any such deletion or modification will not apply to any individual claim of which you have notified the Service Provider prior to such modification.

**12. Miscellaneous**

The Service Provider may transfer its rights and obligations under this S.i.C. Terms to another organization. You may only transfer your rights or your obligations under this S.i.C. Terms to another person if the Service Provider agrees in writing. These S.i.C. Terms are between you and the Service Provider. No other person shall have any rights to enforce these Terms. Each of the paragraphs of these S.i.C. Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If the Service Provider fails to insist that you perform any of your obligations under these S.i.C. Terms, or if the Service Provider does not enforce its rights against you, or if the Service Provider delays in doing so, that will not mean that the Service Provider has waived its rights against you, or that you do not have to comply with those obligations. If the Service Provider does waive a default by you, the Service Provider will only do so in writing, but that will not mean that the Service Provider will automatically waive any later default by you.

**13. Contact Information**

If you wish to contact Service Provider, please send your correspondence by mail to : 4312 Tuller Rd, Dublin, OH 43017, USA or by email to support@the-sharing-is-caring.com.

If the Service Provider needs to contact you, the Service Provider will do so by e-mail to the e-mail address you provide under your S.i.C. Account.

Last Updated: May 7th, 2020