

TERMS OF USE

Important: These Terms require all disputes between you and us to be resolved through binding arbitration, instead of government court. By accepting these Terms, you waive the right to have disputes decided (1) by a judge or jury and (2) in class or representative actions. You can opt out of arbitration within thirty (30) days of first accepting these Terms—see "Opt-Out" below.

Last Update: July 22, 2026

These Terms of Use ("Terms") govern use of the Soundplash products, as well as any other related products and services that refer or link to these Terms (collectively, the "Services"). The Services are operated by Symbia Co. ("Company," "we," "us," "our"), a company incorporated in California, United States, with principal place of business at 95 Third Street, San Francisco, CA 94103.

We collect and license content you submit and interactions you have with our Services to AI companies. Please read the full Terms carefully

This is a contract. These Terms form a contract between you, whether personally or on behalf of an entity ("you"), and Symbia Co., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms.

Updates. These Terms are effective as of the 'Last Update' at the top of these Terms . We will update the 'Last Update' date to reflect any future modifications. Your continued use of the Services following any changes constitutes your acceptance of the current Terms.

Contact. You can contact us by phone at 1-510-816-5286, email at contact@soundplash.com, or by mail to 95 Third Street, San Francisco, CA 94103, United States.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND PRIVACY POLICY, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY. BY UTILIZING THE SITE AND/OR APP, YOU SIGNIFY AND CERTIFY THAT:(I) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS; (II) YOU HAVE READ, UNDERSTAND, AND ACKNOWLEDGE OUR PRIVACY POLICY, WHICH IS INCORPORATED INTO THESE TERMS BY REFERENCE; AND (III) YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH ALL OTHER TERMS INCORPORATED BY REFERENCE. WE RESERVE ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THESE TERMS.

Our services

Eligibility & Intended Use

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

By using the Services, you represent that you are at least 18 or the equivalent age as specified by law in your jurisdiction or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services.

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

Outside Materials and Terms

The Services may link to, embed, integrate or connect third party services ("**Outside Materials**"). Outside Materials may be subject to additional legal terms ("**Outside Terms**") made available by their third-party provider.

- The Agreement does not apply to Outside Materials. By using the Services, you acknowledge and agree that we are not responsible for, and disclaim all liability for, the performance and reliability of Outside Materials and any act or omission of any provider of Outside Materials. We do not warrant, endorse or otherwise guarantee Outside Materials will integrate, interoperate or remain available through the Services.

User registration

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. To the extent we provide you with log-in credentials, such log-in credentials are for your use only and you will not sell, transfer, or sublicense them to any other entity or person, except that you may disclose your password to your agents. You may not use another user's account without such user's permission. You are solely responsible for the activity that occurs on your account, and you must keep your password (s) strong and secure.

Prohibited activities

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

You must not:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.

- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Upload, share, or submit any content that you do not own or do not have the legal right to license to us for AI model training and licensing.
- Upload or share any content containing another person's personal or biometric data (such as voice, image, or likeness) without their explicit and recorded consent.

- Submit content that infringes on intellectual property rights, privacy rights, or any applicable laws.
- Attempt to circumvent the review process or submit fraudulent, manipulated, or automated uploads.
- Use the platform to harass, threaten, or abuse others.
- Sell or otherwise transfer your profile.
- Submit false identity information or impersonate another person or entity.
- Submit duplicate or recycled content for the purpose of receiving additional payment.
- Upload AI-generated content created by third parties or other AI systems without authorization. This prohibition does not apply to: (a) content you personally created using our Services; or (b) content generated by Models trained on your Contributions.
- Use the platform to collect personal data about other users without their consent.
- Submit harmful or malicious files, including viruses, malware, or any code that disrupts services.
- Engage in activities intended to harm AI model performance or submit misleading data for model training.
- Attempt unauthorized access to platform accounts, systems, or data.

Intellectual property rights

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services, as well as the trademarks, service marks, and logos contained therein (collectively, "Our Content"). Except as explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any intellectual property rights, and you agree not to access, sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of our intellectual property.

Our Content is protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

Our Content and the Services are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Services solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Terms, no part of the Services may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright, or other proprietary rights of us, our site, the App, or any third party, whether by estoppel, implication, or otherwise. The license is revocable at any time.

If you wish to make any use of the Services other than as set out in this section or elsewhere in our Terms, please address your request to: contact@soundplash.com.

Any breach of these Intellectual Property Rights will constitute a material breach of our Terms and your right to use our Services will terminate immediately.

Our license to your Contributions

Please review this section carefully prior to using our Services. Whenever you interact with the Services or provide, post or upload anything through the Services, you grant us perpetual rights in those Contributions, including the right to license your Contributions to train AI.

Contributions

Anything submitted to or through the Services is a Contribution. For example, the Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material, as well as any question, comment, suggestion, idea, feedback, or other information about the Services. All of your participation and interaction with those features are Contributions.

Nonconfidential; public. You understand that Contributions may be viewable by other users of the Services and through third-party websites. Your Contributions are not confidential.

Removal and Moderation: We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions at any time and for any reason, without notice. We have no obligation to use or monitor your Contributions.

License and Rights

By providing Contributions, you automatically grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, sublicenseable, transferable, royalty-free, fully-paid, worldwide right and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transform, transmit, excerpt, manipulate and distribute your Contributions (including any audiovisual elements, such as faces, voices and actions) for any purpose in any manner or media, without any attribution, compensation or notice to you. You also automatically grant us the right to use each and every name, likeness and image embodied by your Contributions, with the same scope, for the same purposes and in the same manner.

You represent and warrant that you are authorized to grant us this license.

You acknowledge and agree that this license allows: prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing.

- The use and distribution may occur in any media formats and through any media channels.
- This license includes our use of your name, company name, and franchise name, as applicable, and any of our trademarks, service marks, trade names, logos, and personal and commercial images in connection with the licensed Contributions.
- This license encompasses use to create, assemble and curate datasets and develop, fine-tune, test, and improve artificial intelligence models, including commercial AI models. Company may license such content to AI companies, AI labs, technology companies that build AI models, and research organizations for these same purposes.

You understand and agree that this license allows us and others to train and develop artificial intelligence and machine learning models ("Models") through the ingestion and computation of your Contributions (alone or together with other data), in a manner that enables Models to learn, adapt, and perform tasks autonomously as a result of such training processes. Training content may be represented or embedded by the Models, and you and any contributors will have no right to prevent or interfere with such use.

Waiver

You, on behalf of yourself and all contributors, hereby waive and release any and all claims you may have or allege to have against us, our affiliates, any third parties receiving data or content from us, and any other third parties deriving rights from them, related to the exercise of the licenses you grant herein and the use of your Contributions, including, without limitation, any and all claims related to copyright, trademarks, defamation, moral rights, performer rights, rights of attribution, approval rights, rights of privacy, rights of publicity, impersonation, false light, false endorsement, passing off, and/or any similar or related cause of action, whether now existing or enacted in the future.

As between you and us: (a) we and our sublicensees will own all right, title, and interest (including all intellectual property rights) in and to all Models and all Model Output; (b) no Model or Model Output will be deemed a derivative work based upon your Contributions under any circumstances; (c) the Parties do not intend to create any joint works, and no joint authorship will arise, under these Terms, whether by use of your Contributions or otherwise; and (d) you will not receive any rights, title, interest, or licenses in or to any Models or any Model Output under these Terms. To the extent you have or later obtain any rights in any Models or Model Output, you hereby assign to us all such right, title, and interest. Any rights and waivers granted by you under this provision will survive any termination, expiration, or closure of your account or of these Terms, to the fullest extent permitted by applicable law, including with respect to any Models that were developed, created, trained, fine-tuned, tested, launched, operated, made available, or commercialized (in whole or in part) prior to such termination, expiration, or closure, and with respect to any ongoing use of such Models and any Model Output.

Ownership and Responsibility: Subject to the unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free license granted herein, you retain ownership of your original Contributions. You are solely responsible for your Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

User Representations and Warranties

You represent, warrant, and covenant on a present and continuing basis that:

(b) your Contributions and the exercise of the license granted in these Terms does not and will not violate any contract, agreement, arrangement, or understanding, whether oral or written, that you or your affiliates have with any third party, including any contributor or copyright owner.

(c) you have obtained from all identifiable speakers, performers, artists, composers, authors, and other contributors to your Contributions the written authorization, consent, permission, and/or other authority necessary to provide such Contributions (including any voices, likenesses, performances, and other identifying characteristics embodied therein) to us and to authorize the uses contemplated by these Terms, including any provision of data or content collected via the Services to third parties and any use of such data or content in connection with any products, services, tools, systems, or other offerings of ours or any third party.

(d) You have complied, and will comply, with all applicable laws in providing your Contributions, including any applicable rights of publicity, privacy, and data-protection laws, and to the extent any Contributions, you have obtained all necessary opt-ins, permissions, and consents to provide such information to us for use in accordance with these Terms.

(e) Your Contributions, and the use thereof by us, our affiliates, and any third-party recipients and their users as contemplated by these Terms, will not infringe, misappropriate, or otherwise violate the rights of any third party, including any intellectual property rights, rights of publicity, and privacy rights, or constitute impersonation in violation of applicable law.

(i) Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

(j) Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

(k) Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

(o) Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.

(p) Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

(q) Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

Opting out of AI training

We believe in giving you the right to opt out of future AI training on your Contributions. To opt-out your future Contributions, please contact us with sufficient information to identify how you use of the Services and a clear statement that you wish to opt out of AI training going forward.

Your opt-out does not affect any Contributions prior to the time we are able to effect your opt-out. In no event will an opt-out require us, licensees or service providers to delete or retrain models that leverage Contributions made prior to our processing of your opt-out.

AI Data Processing and Security

We commit to implementing industry-standard security measures to protect user data during AI processing and visualization. We endeavor to ensure that all AI models and algorithms used are designed with privacy-preserving techniques, including data minimization and purpose limitation in accordance with the our Privacy Policy. We disclaim any liability for decisions made by the Site or App based on AI-processed data and visualizations. We retain ownership of our original user data and all rights, title, and interest in the AI technologies, algorithms, and resulting visualizations. You acknowledge that AI technologies are rapidly evolving and consent to our ongoing development and improvement of its AI capabilities.

Disclaimer

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR

RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

You understand and agree that your Contributions may be processed, combined, or otherwise used by us or by third parties in connection with products, services, tools, systems, or other offerings. Such use may generate or result in content, information, or other material that imitates or resembles voices, speech patterns, styles, or other identifiable creative or personal characteristics contained in your Contributions. To the fullest extent permitted by law, we disclaim all responsibility and liability for any such content, information, or other material, for any third-party use of it, and for any consequences arising from any third party's or end user's use of any products, services, tools, systems, or other offerings that use or incorporate such data, content, or information.

These limitations apply only to the extent they are not prohibited by applicable law. To the extent permissible, any implied warranties that cannot be excluded are limited to ninety (90) days, or such longer period as applicable law requires.

Limitations of liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, LICENSEES OR SUBLICENSEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (1) THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR (B) \$500.00 USD.

The foregoing applies to the maximum extent permitted by law.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your:

- (1) your Contributions;
- (2) use of the Services;
- (3) breach of these Terms;
- (4) any breach of your representations and warranties set forth in these Terms;
- (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or
- (6) any overt harmful act toward any other user of the Services with whom you connected via the Services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims.

Dispute resolution

You agree to resolve disputes with Company through binding arbitration, except as described in this Dispute Resolution section (the "**Arbitration Clause**"). The parties expressly waive the right to bring or participate in any class, collective, or mass action, private attorney general action, or any other representative action. You may opt-out of this Arbitration Clause within thirty (30) days of first accepting these Terms—see "[Opt-Out](#)" below.

Scope of arbitration

Covered Disputes. You and Company agree that any dispute or claim between you and Company arising out of or relating to this Agreement or the Services (a "**Dispute**") will be resolved by binding arbitration, rather than in court. A Dispute includes any claim or dispute relating to the Services, access and use of the Services, your Account, or any aspects of your relationship or transactions with Company. A Dispute also includes any claims or disputes that arose from or involve facts that occurred before the effectiveness of this Agreement and claims that may arise after its termination. For clarity, nothing in this Arbitration Clause prevents either party from settling any Dispute(s) on a class-wide, batch-wide or other multiparty basis.

- *Sole Exception: Small Claims Court.* This Arbitration Clause does not require arbitration of anything subject to the jurisdiction of a small claims court, if the requirements of the court are met and the claims are only on an individual basis.

18-Month Filing Deadline. To the extent permitted by applicable Law, and notwithstanding any other statute of limitations, any claim or cause of action under this Arbitration Clause (with the exception of disputes under [Exceptions to Arbitration](#) for claims pertaining to intellectual property rights including trademarks, trade dress, domain names, trade secrets, copyrights and patents), must be filed within eighteen (18) months after such claim or cause of action arose. Otherwise, that claim or cause of action will be permanently barred. The statute of limitations and any arbitration cost deadlines remain tolled during the required informal process under [Informal Dispute Resolution First](#) above.

Jury Trial Waiver. You and Company agree to waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and Company are instead electing that all Disputes will be resolved by arbitration under this Arbitration Clause, except as specified under '[Exceptions to Arbitration](#)' above. Court review of an arbitration award is subject to very limited review. Discovery may be limited in arbitration, and procedures are more streamlined than in court.

Class Action Waiver. You and Company agree that, except as specified under '[Batch Process](#)' below, each of us may bring claims against the other only on an individual basis and not on a class, collective, representative, or mass action basis.

- The parties agree to waive all rights to have any Dispute be brought, heard, administered, resolved, or arbitrated on a class, collective, representative, or mass action basis.
- Subject to this Arbitration Clause, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief to the party's individual claim.
- Notwithstanding anything to the contrary in this Arbitration Clause, if a court decides, in a final nonappealable decision, that the limitations of this [Class Action Waiver](#) section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and

only that particular claim or request for relief) will be severed from the arbitration and will be pursued in the courts specified in the ‘[Governing Law; Forum](#)’ section.

Opt-Out. You may reject this Arbitration Clause and opt out of arbitration by sending an email to opt-out@soundplash.com within thirty (30) calendar days of first accepting these Terms. If you have an Account, your opt-out notice must be sent from the email address associated with your Account. No one may opt-out another person. Your notice to opt-out must include your first and last name, address, the email address associated with your Account (if you have an Account), and a clear statement that you decline this Arbitration Clause.

Resolution process

Informal Dispute Resolution First.

Like you, we want to resolve Disputes without resorting to arbitration. If you have a Dispute with us, before initiating arbitration, you agree to send an individualized request (“**Pre-Arbitration Demand**”) to dispute@soundplash.com so that we can work together to resolve the Dispute.

- A Pre-Arbitration Demand is only valid when it pertains to, and is on behalf of, a single individual. A Pre-Arbitration Demand brought on behalf of multiple individuals is invalid as to all.
- The Pre-Arbitration Demand must include: (i) your name, telephone number, mailing address, and email address associated with your account; (ii) the name, telephone number, mailing address and email address of your counsel, if any; (iii) a description of your Dispute; and (iv) your signature.
- Likewise, if Company has a Dispute with you, Company will send an email with its individualized Pre-Arbitration Demand, including the requirements listed above, to the email address associated with your Account.
- If the Dispute is not resolved within sixty (60) calendar days of when either you or Company submitted a Pre-Arbitration Demand, an arbitration can be brought.

This ‘[Informal Dispute Resolution First](#)’ section is a condition precedent to commencing arbitration. The arbitrator will dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures.

This ‘[Informal Dispute Resolution First](#)’ section does not apply to claims brought under any [Exceptions to Arbitration](#).

Arbitration Procedure

If, after completing the ‘[Informal Dispute Resolution First](#)’ process, either you or Company wish to initiate arbitration, the initiating party must serve the other party with a demand for arbitration. Any demand for arbitration by you will be sent to the Company address in ‘[Informal Dispute Resolution First](#)’. Company will send any arbitration demand to the email address associated with your Account or to your counsel, if any. You and Company agree that the Federal Arbitration Act (“**FAA**”) governs this Arbitration Clause. If the FAA cannot apply, then the state laws governing arbitration procedures where you reside apply.

The arbitration will be administered by National Arbitration and Mediation (“**NAM**”) under its operative:

- Comprehensive Dispute Resolution Rules and Procedures, and
- where applicable, its Mass Filing Supplemental Dispute Resolution Rules and Procedures, in each case as available at <https://www.namadr.com/resources/rules-fees-forms>.

This Arbitration Clause will govern to the extent it conflicts with the arbitration provider’s rules.

- If the applicable arbitration provider is not available to arbitrate, the parties will select an alternative arbitration provider. If the parties cannot agree on an appropriate alternative arbitration provider, the parties will ask a court of competent jurisdiction to appoint an arbitrator pursuant to 9 U.S.C. § 5. To the extent there is a dispute over which arbitration provider has jurisdiction, a NAM arbitrator will be appointed to resolve that dispute.

Arbitration hearings will take place through videoconferencing, unless you and Company agree upon another location in writing. A single arbitrator will be appointed.

Arbitration Costs & Remedies.

- **Costs.** Except as provided for in a Mass Filing under ‘[Batch Process](#)’ below, your responsibility to pay any filing, administrative, and arbitrator costs will be solely as set forth in the applicable arbitration provider’s rules.
- **Remedies.** The arbitrator may award damages, declaratory or injunctive relief, and recoverable costs. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction over the dispute. An arbitration award will have no preclusive effect in another arbitration or court proceeding involving Company and a different individual. The arbitrator will have the exclusive authority to resolve all threshold arbitrability issues, including whether this Arbitration Clause is applicable, unconscionable, or enforceable, as well as any defenses to arbitration. However, a court has exclusive authority to rule on the waiver under ‘[Class Action Waiver](#)’, including any claim that the section is unenforceable, illegal, void or voidable, or that it has been breached.
- If a request to proceed in small claims court (under ‘[Exceptions to Arbitration](#)’), is made after an arbitration has been initiated, but before an arbitrator has been appointed, such arbitration will be administratively closed. Any controversy over the small claims court’s jurisdiction will be determined by the small claims court.

Batch Process

To increase the efficiency of administration and resolution of arbitrations, you and Company agree that if 25 or more arbitration demands of a substantially similar nature are filed within a 180-day period (“**Mass Filing**”):

- to administer the Mass Filing in batches of 25 demands per batch (or less, if fewer than 25 remain) (“**Batches**”), with only one Batch filed, processed, and adjudicated at a time;
- to designate one arbitrator for each Batch;
- to accept applicable fees, including any related fee reduction determined by NAM in its discretion;
- that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior Batch is filed, processed, and adjudicated;
- that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by Company and the claimants, will only be due after your demand for arbitration is included in a Batch that is properly designated for filing, processing, and adjudication; and
- that the Batch process will continue until each demand (including your demand) is adjudicated or otherwise resolved.

Tolling. Any statutes of limitation, including the requirement to file within eighteen (18) months at ‘[18-Month Filing Deadline](#)’, will remain tolled while any arbitration demands are held in abeyance. While the Batches are adjudicated, no other demand for arbitration that is part of the Mass Filing may be processed, administered, or adjudicated, and no filing or other administrative costs for such a demand for arbitration will be due from either party to the arbitration provider.

Speed. The parties will work in good faith with the arbitrator to complete each Batch within 120 calendar days of its initial pre-hearing conference. The parties agree that the Batch process is designed to achieve an overall faster, more efficient, and less costly mechanism for resolving Mass Filings.

- If, contrary to this provision, a party prematurely files an arbitration demand, the parties agree that the arbitration provider must hold those demands in abeyance.

Substantially similar nature. All parties agree that arbitration demands are of a “**substantially similar nature**” if they relate to the same event or factual scenario, raise the same or similar legal issues and seek similar relief.

Mass Filing Administration. Any party may request that the arbitration provider appoint a sole standing administrative arbitrator (“**Administrative Arbitrator**”) to determine threshold questions such as (1) whether the Batch process is applicable or enforceable, (2) whether particular demand(s) are part of a Mass Filing, and (3) whether demands within a Mass Filing were filed in accordance with this Arbitration Clause, including the ‘[Informal Dispute Resolution First](#)’ section above.

- To expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree that the Administrative Arbitrator may provide and use any procedures necessary to resolve the dispute promptly. Company will pay the Administrative Arbitrator’s costs.

This Batch Process provision will in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures, or authorizing class arbitration of any kind. Unless Company otherwise consents in writing, Company does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this ‘[Batch Process](#)’ section.

Settlement. At least ten (10) calendar days before the date set for the arbitration hearing, you or Company may serve a written offer of judgment upon the other party to allow judgment on specified terms.

- If the offer is accepted, the offer with proof of acceptance will be submitted to the arbitration provider, who will enter judgment accordingly.
- If the offer is not accepted before the earlier of (i) the arbitration hearing or (ii) thirty (30) calendar days after it is made, it will be deemed withdrawn, and cannot serve as evidence in the arbitration.

If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party will not recover their post-offer costs and will pay the offering party’s costs from the time of the offer.

- The parties agree that any disputes with respect to settlement offer(s) or offer(s) of judgment in a Mass Filing are to be resolved by a single arbitrator to the extent such offers contain the same material terms. For arbitrations involving represented parties, the represented parties’ attorneys agree to communicate individual offer(s) of judgment to each and every arbitration claimant or respondent to whom such offers are extended.

Severability. Except as provided under ‘[Class Action Waiver](#)’ above, if any provision of this Arbitration Clause is found to be illegal or unenforceable, then that provision will be severed. The remaining provisions will still apply and will be interpreted to achieve the closest possible intent to the original intent of this section, inclusive of the severed provision.

General

Modifications of Services. We may change or discontinue any aspect, service or feature of the Services at any time, in our sole discretion.

Relationship. You and Symbio Co. agree there are no third-party beneficiaries intended under the Agreement. You acknowledge and agree that you are not an employee, agent, partner, or joint venturer of Symbio Co.

Interpretation. If it turns out that a particular term of the Agreement is not enforceable for any reason, this will not affect any other terms. Any words following the terms 'including,' 'include,' 'in particular,' 'for example', 'such as' or any similar expression are illustrative, non-exhaustive and do not limit the sense of the words, phrase or description preceding those terms. The word 'or' as used in these Terms is not exclusive. The failure of either party to exercise, in any way, any right under these Terms does not waive any further rights the Terms provide.

Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding between the parties as to its subject matter, and it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to it.

Governing law. These Terms and your use of the Services are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

California users and residents. If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

Apple and Google Play Terms. When accessing the Services via an App from the Apple App Store or Google Play (each an "App Distributor"), you acknowledge: that your license is limited to a non-transferable right to use the App on devices running iOS or Android, as applicable, subject to the Apple Media Services Terms and Conditions or Google Play Terms of Service. We are solely responsible for App maintenance and support; App Distributors have no such obligation. You acknowledge that App Distributors are third-party beneficiaries of these Terms and have the right to enforce them against you.

PRIVACY NOTICE

Last updated March 25, 2026

This Privacy Notice for Symbia Co. ("Company," "we," "us," "our"), describes how and why we might access, collect, store, use, and/or share ("process") your personal information when you use our Services (defined in our Terms of Use).

Contact us. You can contact us by phone at 1-510-816-5286, email at contact@soundplash.com, or by mail to 95 Third Street, San Francisco, CA 94103, United States.

What information do we collect?

Personal information you disclose to us

In Short: We collect personal information you provide and data the Services generate automatically.

Personal Information Provided by You. The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

- names
- email addresses
- usernames
- passwords
- demographic information, including race or ethnicity

Social Media Login Data. We may provide you with the option to register with us using your existing social media account details, like your Facebook, X, or other social media account. If you choose to register in this way, we will collect certain profile information about you from the social media provider, as described in the section called "HOW DO WE HANDLE YOUR SOCIAL LOGINS?" below.

Information collected automatically

Usage Data. We collect information about you and your device as you use the Service. the following information if you choose to provide us with access or permission:

- *Mobile Device Access.* We may request access or permission to certain features from your mobile device, including your mobile device's camera, microphone, storage, and other features. If you wish to change our access or permissions, you may do so in your device's settings.
- *Push Notifications.* We may request to send you push notifications regarding your account or certain features of the application (s). If you wish to opt out from receiving these types of communications, you may turn them off in your device's settings.

This information is primarily needed to maintain the security and operation of our application (s), for troubleshooting, and for our internal analytics and reporting purposes.

Google API

Our use of information received from Google APIs will adhere to Google API Services User Data Policy, including the Limited Use requirements.

Security

We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal information we process. However, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

How we process your information

We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We process the personal information for the following purposes listed below. We may also process your information for other purposes only with your prior explicit consent.

We process your personal information for a variety of reasons, depending on how you interact with our Services, including:

- **To facilitate account creation and authentication and otherwise manage user accounts.** We may process your information so you can create and log in to your account, as well as keep your account in working order.
- **To deliver and facilitate delivery of services to the user.** We may process your information to provide you with the requested service.
- **To prepare datasets.** To anonymize, deidentify, mask and/or remove personal information in datasets prior to license, distribution and/or training, including to validate those processes.
- **To respond to user inquiries/offer support to users.** We may process your information to respond to your inquiries and solve any potential issues you might have with the requested service.
- **To send administrative information to you.** We may process your information to send you details about our products and services, changes to our terms and policies, and other similar information.
- **To protect our Services.** We may process your information as part of our efforts to keep our Services safe and secure, including fraud monitoring and prevention.
- **To identify usage trends.** We may process information about how you use our Services to better understand how they are being used so we can improve them.
- **Process, review, and license uploaded content.** To verify Contributions, ensure they meet content standards, and license approved content to AI companies, technology platforms, and research organizations solely for the purpose of creating, training, fine-tuning, testing, and improving AI models.
- **Enforce agreements and prevent fraud.** To detect and prevent unauthorized or infringing uploads, fraudulent activity, or violations of our Content Submission & Payment Agreement.
- **Maintain legal compliance.** To comply with tax, accounting, and regulatory obligations.
- **Provide account services and updates.** To send administrative information, policy updates, and service-related notifications to users.

Disclosures of personal information

In Short: We may share information in specific situations described in this section and/or with the following categories of third parties.

Third-Party Service Providers. We may share your data with third-party vendors, service providers, contractors, or agents ("third parties") who perform services for us or on our behalf and require access to such information to do that work. We have contracts in place with our third parties, which are designed to help safeguard your personal information. This means that they cannot do anything with unless we have instructed them to do it. They will also not share with any organization apart from us. They also commit to protect the data they hold on our behalf and to retain period we instruct.

The categories of third parties we may share personal information with are as follows:

- Cloud Computing Services
- Data Storage Service Providers
- Payment Processors
- Performance Monitoring Tools
- Communication & Collaboration Tools
- Testing Tools

We also may need to share your personal information in the following situations:

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

- **Business Partners.** We may share your information with our business partners to offer you certain products, services, or promotions.

Licensees. When we disclose or license content or usage data to third parties for use in connection with their AI models and related tools, we do not transfer identifying information (see the purpose “To prepare datasets” above). We also generalize demographic information (such as age range, gender, education level, and general geographic region) before our own public dataset releases. Recipients may create models that are capable of generating output resembling or imitating a person's voice, style (including musical style), likeness, mannerisms, or other identifiable creative or personal characteristics.

Retention

In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this Privacy Notice unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this Privacy Notice, unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements). Embodiments of information processed prior to deletion may persist after your personal information is deleted or erased.

Minors

We do not knowingly collect, solicit data from, or market to children under 18 years of age, nor do we share or sell such personal information. If we learn we have collected personal information from a minor, we will deactivate any applicable account and promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18 or the equivalent age as specified by law in your jurisdiction, please contact us at contact@soundplash.com.

How to control your privacy

In General

As a user of the Services, you have rights and choices about your personal information. We want you to be in control of your information, so we want to remind you of the following options and tools available to you:

- *Account controls:* You can update the personal information in your Account through the settings made available on the services. Any updated information will be reflected in our records and throughout the services promptly. You can also delete your account.
- *Marketing opt-outs:* you may opt-out of marketing communications by following the unsubscribe instructions in the communication you receive. We may continue to send you communications regarding the Services, such as notices about administrative updates, transaction reports, and changes to the Services, this Policy or the Terms.
- *Exercising rights:* If any of the local privacy laws listed below apply to you, see [Requesting information](#) to exercise your rights. These rights are provided only to human account holders, and are not available to employers or other legal entities, except as required by law.
- *Disallowing Location Data Collection:* When you access certain Services, like some of our apps, through a mobile device, you may consent to share your precise (GPS level) geolocation with us so we can customize your experience and the content you receive. You may change your location sharing settings at the browser or device level at any time.]

- *Personalized ads*: In addition to any choices the services offer you, there are several ways to exercise choice regarding technologies that are similar to cookies, such as browser storage and plugins (for example, HTML5, IndexedDB, and WebSQL). For example, many popular browsers provide the ability to clear browser storage, typically in the settings or preferences area. See your browser's help function or support area to learn more. For more about targeted advertising, go to the DAA [Webchoices Browser Check](#) or the NAI [Opt Out of Interest-Based Advertising](#) page. You can download the [AppChoices](#) app to opt out in mobile apps.

Location of Personal Data

The Personal Data we collect may be stored and processed in your country or region, or in any other country where we or our affiliates, subsidiaries, or service providers process data. Currently, we primarily use data centers in the United States. The storage location(s) are chosen to operate efficiently and improve performance. We take steps designed to ensure that Personal Data is processed and protected as described in this policy wherever the data is located.

We receive Personal Data from the European Economic Area (EEA), United Kingdom (UK), and Switzerland on U.S. hardware, some of which have not been determined by the European Commission to have an adequate level of data protection. When we do so, we use legal mechanisms, including contracts, to help ensure your rights and protections.

Information about local privacy laws

The Services operate from the United States, but this Policy applies worldwide. Our practices generally do not differ based on your location, but your rights and choices depend in part on the law where you live.

If any of these local privacy laws apply to you, that section overrides any contrary descriptions elsewhere in the Policy as they relate to you. If you have questions about your rights under other data privacy laws, please [contact us](#).

Requesting information

Submitting requests

To exercise any rights described in this Policy, please [contact us](#) or use our Opt-Out Request Form (when available). Your request must:

- provide sufficient information to identify you and the law that applies to you, such as your name, e-mail address, home or work address, or other information we maintain.
- not include social security numbers, driver's license numbers, third-party account numbers, credit or debit card numbers, or health information.

Verifying requests

We verify requests by attempting to match information in the request to information we maintain. We may require you to confirm your identity by authenticating via your account or other access method.

- If your request is unclear or we are unable to authenticate your identity, we may ask for more information, in accordance with the law that applies to you.
- If you are an authorized agent submitting a request on a user's behalf (where permitted), we may require proof of the user's written authorization before processing the request.

- If we cannot verify the identity of the data subject in the request, we may deny it, in full or in part.

Responses to requests

We will respond to your request as quickly as we can, taking into account the nature of your request and the volume of pending requests. The content of our response will vary with the nature of your request, but we will always respond in accordance with any deadlines or requirements specified by the laws that apply to you.

- At times, we may be unable to provide responsive personal information, such as when disclosure would create a substantial, articulable and unreasonable risk to the security of the information, user accounts, or the security of our systems or networks. We do not disclose account passwords or any other non-personal information that enables access to an account.
- We reserve the right to retain an archive of any deleted information, to the extent permitted by law. We may also retain deidentified or aggregate data derived from personal information.

Appealing decisions

Residents of jurisdictions that provide for an appeal mechanism may appeal a decision we have made regarding their requests by [contacting us](#).

Information for Users in Certain U.S. States

Exercising your rights: If you are a resident of California, Colorado, Connecticut, Utah, Virginia or another state with a similar data-privacy law, you may have additional rights that you (or, in certain states, an authorized agent acting on your behalf) can exercise by contacting us, including the right to:

- Access and/or receive a copy of certain personal information about the categories and specific pieces of personal information we have collected and disclosed for a business purpose in the last 12 months
- Access and/or receive a copy of certain personal information we hold about you
- Correct your personal information
- Delete certain personal information we hold about you
- Receive information about the financial incentives that we offer to you, if any
- Opt out of the processing of your personal information using AI or for purposes of profiling to reach decisions that produce legal or similarly significant effects, if applicable

You also have the right to not be discriminated against for exercising your rights. You may also have the right to opt out of “sales” of your information and “sharing/processing of your information for targeted advertising.”

Certain information may be exempt from the requests above under applicable law. For example, we need to retain certain information in order to provide our services to you. We also need to take reasonable steps to verify your identity before responding to a request.

If you have any questions about these rights, wish to exercise them, or request an appeal, see [Requesting information](#) or [contact us](#).

Additional Information for Users in California

In addition to the rights described above, consumers residing in California are afforded the right to certain additional information with respect to their personal information under laws like the California Consumer Privacy Act (“CCPA”). If you are a California resident, this section applies to you.

Our collection and use of personal information: Information we collect falls into these CCPA-defined categories of personal information:

- identifiers (such as your username and the identifiers you use to sign up, like your email address, social login and/or phone number);
- financial data (payment records);
- internet or other network information (how you interact with the services);
- location information (for example: as inferred from your IP address, or your precise location, if you grant us access to precise location data);
- inference data about you (for example, what content you may be interested in); and
- other information that identifies or can be reasonably associated with you.

For more information about what we collect and the sources of such collection, please see the “[Information we collect & why we use it](#)” section of the Privacy Policy. To the extent we collect or use sensitive personal information as defined by law (such as CCPA), we do so in accordance with applicable legal requirements, and we do not use or disclose it other than for purposes for which there is not a right to limit under CCPA.

Disclosure of personal information: We may disclose and share your personal information with service providers and third parties as described in the “[Our disclosures of information to others](#)” section of the Policy. We disclose the categories of personal information mentioned in that section for business or commercial purposes.

- We disclose personal information for the following categories of purposes, as defined by CCPA:
 - » Advertising and Marketing
 - » Error Management
 - » Internal Research
 - » Provide Products or Services
 - » Quality Assurance
 - » Security
 - » Short-Term Transient Use
- We retain personal information as described in the “[How long we retain your information](#)” section of the Policy.

California’s ‘Shine the Light’ law. Under certain circumstances, Californians can request information about third parties who’ve received contact information and certain other types of personal information (as defined in the Shine the Light law), for their direct marketing purposes. We only share your personal information with third parties for their own direct marketing purposes with your consent and, if you have consented, only until you withdraw your consent. Consensual disclosures for direct marketing are generally exempt from Shine the Light’s disclosure requirement.

If you have any questions about these rights, wish to exercise them, or request an appeal, see [Requesting information](#) or [contact us](#).

Information for Users in the European Union and Switzerland

Overview: As described in the “[How to control your privacy](#)” section of the Policy, all our users have control over their information and can limit what data we process. In addition to these rights, users residing in the European Union and Switzerland are afforded the right to certain additional information with respect to their personal information under the GDPR. If you reside in any of those jurisdictions, this section applies to you.

Data retention and destruction: We retain personal information until we determine it is no longer necessary for (1) the processing purposes justifying its collection or (2) legal compliance purposes.

Exercising your rights: All our users have control over their information and can directly edit or delete information from their account and limit what data we process. Users in the European Union and Switzerland have additional rights that you can exercise by contacting us. Those rights include:

- Right of access to your personal data
- Right to rectify your personal data if they are incorrect
- Right to erase your personal data
- Right to limit the processing of your personal data
- Right to the portability of your personal data
- Right to object to the processing of your personal data
- Right to withdraw consent. Withdrawing consent does not affect the lawfulness of processing based on consent before withdrawal.

If you have any questions about these rights, wish to exercise them, or request an appeal, see [Requesting information](#) or [contact us](#).

Information for users in Australia

We comply with the Privacy Act 1988(Cth) including the Australian Privacy Principles. You may contact Persona with questions or to complain about any privacy issues by [contacting us](#). If you believe that we have failed to resolve the privacy complaint satisfactorily you have the option of contacting the OAIC. Contact details of the OAIC may be found [here](#).

Information for users in Brazil

Overview: As described in the “[How to control your privacy](#)” section of the Policy, all our users have control over their information and can limit what data we process. In addition to these rights, users residing in Brazil are afforded the right to certain additional information with respect to their personal information under the Lei Geral de Proteção de Dados (LGPD). If you are a Brazilian resident, this section applies to you.

Exercising your rights: All our users have control over their information and can directly edit or delete information from their account and limit what data we process. Users in Brazil have additional rights that you can exercise by contacting us. Those rights include:

- Right of access to your personal data
- Right to rectify your personal data if it is incorrect
- Right to erase your personal data

- Right to limit the processing of your personal data
- Right to the portability of your personal data
- Right to object to the processing of your personal data
- Right to withdraw consent. Withdrawing consent does not affect the lawfulness of processing based on consent before withdrawal
- Right to the review of decisions based on the processing of personal data carried out exclusively by automated means

Questions or concerns about your privacy? [contact us](#).

Information for users in Canada

Overview: As described in the “[How to control your privacy](#)” section of the Policy, all our users have control over their information and can limit what data we process. In addition to these rights, users residing in Canada are afforded the right to certain additional information with respect to their personal information under the Personal Information and Electronic Documents Act (PIPEDA). If you are a Canadian resident, this section applies to you.

Exercising your rights: Users in Canada have additional rights that you can exercise by contacting us. Those rights include:

- Right of access to your personal data
- Right to rectify your personal data if they are incorrect
- Right to withdraw consent. Withdrawing consent does not affect the lawfulness of processing based on consent before withdrawal
- Right to file a complaint regarding the processing of your personal data with the Office of the Privacy Commissioner of Canada

If you have any questions about these rights, wish to exercise them, or request an appeal, see [Requesting information](#) or [contact us](#).

Information for Users in the Republic of Korea

Overview: As described in the “[How to control your privacy](#)” section of the Policy, all our users have control over their information and can limit what data we process. In addition to these rights, users residing in the Republic of Korea are afforded the right to certain additional information with respect to their personal information under the Personal Information Protection Act. If you are a Republic of Korea resident, this section applies to you.

Data retention and destruction: We retain personal information until we determine it is no longer needed for the processing purposes for which we collected or retain it or for legal compliance.

Exercising your rights: All our users have control over their information and can directly edit or delete information from their account and limit what data we process. Users in the Republic of Korea have additional rights that you can exercise by contacting us. Those rights include:

- Right of access to your personal data
- Right to rectify your personal data if they are incorrect
- Right to erase your personal data

- Right to limit the processing of your personal data
- Right to the portability of your personal data
- Right to object to the processing of your personal data
- Right to withdraw consent. Withdrawing consent does not affect the lawfulness of processing based on consent before withdrawal.

If you have any questions about these rights, wish to exercise them, or request an appeal, see [Requesting information](#) or [contact us](#).