

## LEXIE APP TERMS AND CONDITIONS:

**You must not make use of our Services, provide us with any personal information, or make any purchase through this App unless you understand and agree to all of our Terms and Conditions.**

When you click to make a purchase via a one-time payment, legal obligations arise and your right to the refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our Terms & Conditions.

When you click to make a purchase on Subscription, legal obligations arise and you agree to enter into a fixed-term 24-month rental agreement with us, if applicable.

Once a payment is made for your purchase, regardless of the payment type, it is deemed that you have read and understood the Terms and Conditions and where applicable, the Rental Agreement.

If you have any queries, please contact us before Subscribing or making any purchase for any Service or product through this App.

The term Subscribe or Subscription on this App, where applicable and throughout our marketing material shall mean a fixed-term hearing aid device rental agreement with the option of purchasing add-on packages which may include accessories and Services for a fixed monthly payment ("Rental Agreement").

Supplemental terms may apply to certain options or offers available through the Services, such as policies for a particular event, program, activity, or promotion. These supplemental terms will be provided to you with the applicable option or offer. Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable option or offer. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable option or offer.

### 1. Agreement And Jurisdiction

hearX USA Incorporated, ("we", "us", "our", "hearX USA", "Lexie Hearing", "The Company") a Delaware Corporation, owns and/or licenses the Lexie Hearing application available on Android and iOS platforms (the "App"); the Lexie Rewards<sup>®</sup> Program for the Lexie Lumen, Lexie B1 hearing aids and Lexie B1 hearing aids Powered by Bose (collectively the "Rewards Program/ Rewards"); Lexie Hearing brand and associated trademarks. hearX USA further licenses certain other intellectual property in terms of third-party partnerships and agreements. Any third-party trademarks appearing on this App are the property of their respective owners.

These Terms and Conditions (the "Terms") and where applicable the Rental Agreement, form the basis of the legal relationship between you (product user, lessee and/or subscriber, App browser, one who procures, makes contact, purchases products or Services, utilizes the Rewards Program or signs up for a Subscription) and us, under which we agree to provide you with our equipment, services, software, Subscription, online hearing test, the App and Rewards Program, hardware, tools, App, know-how, hearing library or content (the "Services") and create an agreement between you, the user, and us for the Services.

These Terms will become binding on you when you elect to utilize our Services and will be exclusively governed by and construed in accordance with the laws of the State of Delaware, whose Courts including both state and federal courts will have exclusive jurisdiction in any dispute, without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

Any legal claim that you may have against us must be commenced within one year after the claim or cause of action arises. Failing to do so will prevent and invalidate your claim against us.

If any provision contained in these Terms is found to be invalid by any competent court with the necessary jurisdiction, the invalidity of such a provision will not affect the remaining provisions of these Terms, and they shall remain in full force and effect. Any waiver contained in the Terms shall not constitute a further or continuing waiver of such Term or any other Term.

## 2. Limitations To Use Of App

This App is intended for use only by persons 18 years and older.

By using this App, you accept the responsibility to maintain the confidentiality of your account and any login information created by yourself as a result of a purchase or subscription on the site.

You are deemed to be responsible for all activities in your account. If any unauthorized use of your account should occur, you are under an obligation to notify us of the security breach immediately.

This App is offered to you on the condition of your acceptance of these Terms, and by accessing and using this App and/or making a purchase or Subscribing, you agree to be bound by all terms, conditions and notices, including our [Privacy Policy](#).

You expressly warrant that you will not use this App for anything that is prohibited by these Terms.

You may only use this App to browse the content thereof, Subscribe, and make legitimate purchases and shall not use this App for any other purposes, including without limitation, to make speculative, false or fraudulent purchases.

This App and the content provided in this App may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. This prohibition expressly includes, but is not limited to, the practices of "data mining".

You may not reverse engineer, disassemble, decompile, or otherwise attempt to derive source code for this App or its content.

Unauthorized use of this App and/or the materials contained in this App may violate applicable copyright, trademark or other intellectual property laws or other relevant laws.

We reserve the right to:

- modify or withdraw, temporarily or permanently, the App (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the App; and/or
- change, modify, add to or remove these Terms from time to time, and your continued use of the App (or any part of) and/or the Services following such change shall be deemed to be your acceptance of such change. Changes to these Terms will become effective upon such changes being posted to this App. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms, then you must immediately stop using the App or Services.

We will use our reasonable endeavors to maintain the App. However, we do not take responsibility for any loss of data. The App is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the App or because of a failure, suspension or withdrawal of all or part of the App due to circumstances beyond our control.

### 3. Use Of App

By using this App, making a purchase or Subscribing, you agree to provide us with true, accurate, current and complete information for your account, Subscription and order ("Account Information"). You are also obligated to maintain the truthfulness and accuracy of that information by updating your Account Information if any changes in the accuracy thereof should occur.

If we have reason to believe that the above information is untrue or inaccurate in any way, we reserve the right to suspend or terminate your account, and prohibit any current and future use of this App or the Services.

**We reserve the right to refuse Service, discontinue transactions, terminate accounts and/or cancel orders or Subscriptions at our sole discretion.**

Defaulting on Subscription payments may result in the termination of your use of the App until your account is settled or until you have entered into a payment arrangement with us.

You accept responsibility for any fees, charges, duties, or taxes that may arise from the use of this App or the Services. Your Account Information and certain other information about you is governed by and subject to our [Privacy Policy](#).

#### 4. Accuracy Of Information

DISCLAIMER: THE CONTENTS OF THIS APP AND THE HEARING LIBRARY ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY OF INFORMATION, MERCHANTABILITY, FITNESS FOR A PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT THE SERVICES ARE MERCHANTABILITY OR FIT OR SUITABLE FOR ANY PARTICULAR USE OR PURPOSE. AND WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS EXPRESSLY SET FORTH HEREIN, ALL SUCH OTHER WARRANTIES BEING HEREBY DISCLAIMED, TO THE FULLEST EXTENT PERMITTED BY LAW.

THE OWNER OF THIS APP, THE AUTHORS OF THESE CONTENTS AND IN GENERAL ANYBODY CONNECTED TO US OR THIS APP IN ANY WAY, FROM NOW ON COLLECTIVELY CALLED "PROVIDERS", ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THESE CONTENTS.

FURTHERMORE, WE DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE SAFETY, RELIABILITY, ACCURACY, CORRECTNESS OR COMPLETENESS OF THESE CONTENTS.

The use of this App and Services is forbidden in those places where the law does not allow this disclaimer to take full effect.

Use of this App and Services is at your own risk. You expressly warrant that we will not be held liable for any claims resulting from your use of this App or the Services contrary to these Terms.

You hereby state and acknowledge that you have (and will continue) to submit truthful representations when answering questions regarding your hearing health which may flag you by our Service and advise that you seek professional medical attention.

**The Services are not a replacement for a medical service and you hereby acknowledge this and indemnify us of your misuse of our Service or your misrepresentation while using our Service.**

## 5. Limitation Of Liability

THE PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, HEALTH PROBLEMS, DATA LOSS, LOST REVENUES, AND LOST PROFIT) WHICH MAY RESULT FROM THE INABILITY TO USE OR THE CORRECT OR INCORRECT USE, ABUSE, OR MISUSE OF THESE CONTENTS, EVEN IF THE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITIES OF SUCH DAMAGES. THE PROVIDERS CANNOT ASSUME ANY OBLIGATION OR RESPONSIBILITY.

Notwithstanding the above, nothing in these Terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation by us; or
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES AND/OR DAMAGES RELATING TO THE USE OF THE SERVICES OR BREACH OF ANY OF THE OBLIGATIONS OWED TO YOU, THE PURCHASER, OR ANY THIRD PARTY.

Our total liability under or in connection with the Services (whether in contract, tort, breach of statutory duty, restitution, or otherwise) in respect of all and any loss or damage howsoever caused shall in no circumstances exceed the monies actually paid by you to us and to which the loss relates.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEXIE HEARING, HEARX USA INC, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS, AND REPRESENTATIVES SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LIABILITY, LOSSES, DAMAGES AND/OR COSTS OR EXPENSES WHETHER SPECIAL, DIRECT, INDIRECT AND/OR OF A CONSEQUENTIAL NATURE INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, DEATH OR PERSONAL INJURY CAUSED BY ANY NATURE WHATSOEVER OR ARISING OUT OF THE USE OF YOUR HEARING AID(S), THE REWARDS PROGRAM, THE LEXIE APP AND OTHER LEXIE PLATFORMS, AND YOU HEREBY INDEMNIFY US AGAINST ANY SUCH LIABILITY.

You expressly agree to release us and/or our Providers from any and all liability connected with your use of any of our platforms, and promise not to sue us for any claims, actions, injuries, damages, or losses associated with your use of these platforms.

You agree that, to the extent permitted by law, we shall in no event be liable to you or any third party for any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with:

- your use or misuse of our platforms; and/or
- your use or misuse of equipment or programs created or licensed by us; and/or

- any delay or inability to use benefits associated with any of our platforms; and/or
- any information, software, products, services, or content on our platforms, whether based on contract, tort, strict liability, or otherwise, even if we have been advised of the possibility of damages.

## 6. Cautions & Notices

**If you are younger than 18, do not use our Services:** You should go to a doctor, preferably an ear-nose-throat doctor (an ENT), because your condition needs specialized care. Our hearing aids are intended only for users who are age 18 or older.

**Our hearing aids are designed and intended for perceived mild-to-moderate hearing loss in adults. If you experience any of the following you may have this kind of hearing loss:**

- Difficulty hearing or understanding conversations, especially in groups or noisy places, or when you can't see who is talking;
- Difficulty hearing while using a telephone;
- Fatigue due to greater listening effort;
- Needing to turn up the volume of the television, radio, or music louder than normal or loud enough for others to complain.

**You can seek assistance from a hearing healthcare professional:** Our devices may not be useful for more significant hearing loss or complicated hearing needs. If you cannot hear conversations in a quiet environment, or you have trouble hearing loud sounds - for example, loud music, motor vehicles, power tools, or noisy appliances - this device may not help you hear better. If you try our devices and continue to struggle with or remain concerned about your hearing, you should seek a consultation with a hearing healthcare professional.

**Conditions that Require Medical Care:** Prior to purchasing our devices, you should promptly consult with a licensed physician, preferably an ear specialist, if you have any of the following:

- Visible deformity of the ear, either present since birth or from trauma;
- Fluid, pus, or blood coming out of the ear in the past 6 months;
- Pain or discomfort in the ear;
- History of excessive ear wax or suspicion that something is in the ear canal;
- Episodes of vertigo (a sensation of spinning or swaying) or severe dizziness;
- Sudden, quickly worsening, or fluctuating hearing loss in the past 6 months;
- Your hearing changes; it gets worse then gets better again;
- You have worse hearing in one ear;
- You hear ringing or buzzing in only one ear.

**Hearing aids should not cause pain when inserting:** Remove the hearing aid device from your ear if it causes pain or discomfort when inserting or placing it in position. To try again, make sure to follow the instructions. If you feel pain or discomfort again, please contact us. If your pain or discomfort doesn't go away, contact your hearing healthcare professional. You may also report this to the FDA as an adverse event according to the instructions that appear later.

**Our hearing aids are not hearing protection:** You should remove the hearing aids if you experience overly loud sounds, either of short or long duration. You should use appropriate hearing protection in loud environments. As a general rule, if you would use ear plugs in a loud environment, you should remove your hearing aids and use ear plugs in that environment.

**The sound output should not be uncomfortable or painful:** You should turn down the volume or remove the hearing aids if the sound output is uncomfortably loud or painful. If you consistently need to turn the volume down, you may need to further adjust your hearing aids.

**You can seek medical help if a hearing piece gets stuck in your ear:** If any part of your hearing aid, like the ear tip, gets stuck in your ear, and you can't easily remove it with your fingers, get medical help as soon as you can. You should not try to use tweezers or cotton swabs because they can push the part farther into your ear, injuring your eardrum or ear canal, possibly seriously.

**If you remain concerned, consult with a professional:** If you try our hearing aids and continue to struggle with or remain concerned about your hearing, you should consult with a hearing healthcare professional.

**More information, including the user instructional brochure, can be found under the 'about' section in the App.**

You may also call (800) 499-1336 to request a paper copy of this information and other labeling.

You are advised that it is in your best health interest to consult a physician or healthcare professional before making any medical decisions. It should be noted that hearing aids/instruments cannot restore normal hearing and will not prevent or improve any hearing impairment. You are urged to use your hearing aid frequently to obtain full benefit from it.

When you Subscribe or purchase a hearing aid or accessories from us, you warrant that you are 18 years of age or older.

All information gathered through or supplied by this App, or any of the Providers, in any form, is deemed to be for informational purposes only and does not constitute medical or professional advice.

The information and Services supplied by us are not a substitute for a visit to a medical professional. Your use of this App does not create any professional relationship between us, and any privacy interests are limited to those contained in our [Privacy Policy](#).

## 7. Copyrights And Trademarks

All content of this App is the property of hearX USA, a Delaware Corporation. All copyrights, trademarks, trade names, logos, and service marks ("the logos"), including Lexie Rewards<sup>®</sup>,

the Lexie design mark, the "X" design mark, Powered by Bose logo and mark, and Bluetooth displayed on this App are owned and/or licensed by hearX IP (Pty) Ltd or its affiliates.

You are not permitted to use these marks without prior written consent from the owner thereof. In addition, any graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Services are owned and/or licensed trademarks or trade dress of hearX IP (Pty) Ltd. Our trademarks and trade dress may not be used in connection with any product or service that is not the property of hearX IP (Pty) Ltd or its affiliates, and in any manner, is likely to cause confusion among customers, or disparages or discredits hearX USA or its affiliates. Any Third-party trademarks appearing on this App are the property of their respective owners.

## 8. Contact Details

hearX USA can be contacted through the following channels:

**Online support and address details for any product returns and servicing requests:**

<https://lexiehearing.com/us/support>

**hearX registered address (do NOT send returns or products to this address):**

2140 South DuPont Highway, Camden, DE, 19934

**Phone:**

(800) 499-1336

**Email:**

[support@lexiehearing.com](mailto:support@lexiehearing.com)

## 9. Third-Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites and/or Apps and/or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites and/or Apps and/or resources. Including (without limitation) any advertising, products, or other materials or services on or available from such websites and/or Apps and/or resources, nor for reliance on any such content, goods, or services available on such external websites and/or Apps and/or resources.

## 10. Privacy Policy

Use of this App and/or the Services and the collection, use, and sharing of your Personal Information is governed by our [Privacy Policy](#). If you request that your account or data be deleted, either by contacting us or through the App, your access to the Services will immediately cease and any accumulated points or value from the Rewards programs will become worthless and unable to be redeemed for any value.



Please note that deleting your account or data or App will not cancel your Subscription (if applicable). To cancel your subscription you will be required to follow the instructions set out in our [Returns Policy](#).

#### 11. Reviews, Comments, Communications, And Other Content

You may post reviews, comments, photos, and other content and submit communications or other information to our social media platforms, websites, or through our Services, only if the content is not illegal, obscene, threatening, defamatory, invasive of privacy, objectionable, infringing of intellectual property rights or otherwise injurious to third parties and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam" or unsolicited commercial electronic messages. We reserve the right (but not the obligation) to remove or edit such content.

When you post content or submit material, you grant us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media.

You further grant us and any of our sublicensees or subsidiaries the right to use the name that you submit in connection with such content.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this agreement and will not cause injury to any person or entity; and that you will indemnify hearX for all claims that may result from the content you supply.

You are solely responsible for your own communications and the consequences of posting those communications. We take no responsibility and assume no liability for any content posted by you or any third party. We reserve the right, but not the obligation, to monitor and edit or remove any activity or content that you may submit or make available on any of our social media platforms, websites or through our Services.

#### 12. Purchase Options for Accessories from the in-App store

All payments are made in United States Dollars (USD).

You can choose from the following options and sources to get your accessories for your hearing aids:

- Outright purchase using your credit card from the in-app store; or
- Redeeming your Reward points; or
- Combining your credit card and Reward points; or
- Combining your HSA or FSA card and Reward points; or
- Outright one-time purchase using your HSA or FSA card from the in-app store.

13. Delusive Or Fraudulent Purchases And Misuse Of Policies

You are prohibited from using our Services, or making any purchase, that is in any way speculative, deceitful, false, or fraudulent, or intended to abuse any of our policies or processes. We reserve the right to refuse Service, discontinue transactions, terminate accounts and/or cancel orders or subscriptions at our sole discretion.

14. Subscription

**Please note that the term Subscribe or Subscription on this App and throughout our marketing material shall mean a fixed-term hearing aid device rental agreement with the option of purchasing add-on packages which may include accessories and Services for a fixed monthly payment. The Subscription option is only applicable to certain offers. A valid and active credit card/ FSA card/ HSA card is required for the Subscription option. The same credit card used for the start-up payment will be charged automatically for your recurring payments. The start-up payment is a security interest and becomes non-refundable if the rental agreement is canceled after 45-days.**No credit checks will apply to Subscription orders.

We reserve the right to change the Subscription terms or, stop providing the Subscription option or any features of the Subscription without prior notice.

We reserve the right to terminate or suspend your access to the Services, Subscription and/or disable your access to the hearing aid devices, without liability, within our sole discretion if you violate any of the Terms. You will continue to be bound by the Terms following such termination or suspension.

By signing up for the Subscription you expressly agree that we may verify your payment method, billing, and/or shipping address and that we may contact you (either by email or phone) if we require any additional information to process your Subscription. You are required to supply valid information for any Subscription. Any inaccurate or invalid information provided may result in delays in processing your Subscription.

We reserve the right to investigate any Subscription if we suspect that such Subscription is in violation of the Terms, including without limitation, verifying your credit card information.

Your Subscription must remain active to make use of the Services. Payments are to be made for a given month in advance. The billing cycle is every calendar month from the date of purchase.

If you cease to make payments for the Subscription for a period of 2 weeks after your monthly payment was due, your account and Subscription may be deactivated. We reserve the right to disable your hearing aids and your access to the Services in the event of non-payment of the Subscription fees.

In the event of non-payment of Subscription fees, we reserve the right to hand your account over to our debt-collecting agents and institute legal proceedings in accordance with the applicable federal and state laws. You will also be required to return the hearing aid devices and accessories (if applicable) to us in accordance with our [Returns Policy](#).

If you fail to return your hearing aid devices and accessories in accordance with our [Returns Policy](#), Subscription fees will continue to be due and payable. If you fail to make payments for your Subscription and third-party collection should become necessary, you hereby agree to pay all outstanding fees and the costs of collection thereof including attorneys' fees and court costs incurred as a result of your non-payment.

The start-up security payment and first month Subscription fee may be refunded in the event of cancellation of your Subscription within the 45-day trial period, subject to our [Returns Policy](#). By purchasing a Subscription you accept responsibility for all recurring charges prior to cancellation.

You may terminate your Subscription before your next payment is scheduled by contacting us, but you will be required to return the hearing aid devices and accessories (if applicable) to us in accordance with our [Returns Policy](#) and you will be subject to an early termination fee. By choosing the Subscription option, you expressly agree that we are authorized to charge you for your Subscription and you will be responsible for such charges.

We may collect your Subscription payments from you directly, use a third-party payment partner (the "Payment Partner") to bill you or bill your FSA/HSA account for your Subscription. The processing of Subscription payments by the Payment Partner or through your HSA/FSA accounts will be subject to the terms, conditions and privacy policies of such Payment Partner/insurance company in addition to these Terms. We cannot be held responsible for any errors on the part of the Payment Partner/insurance company.

By choosing the Subscription option, you agree to make payment to us, either directly, through the Payment Partner or through your FSA/HSA account, for the Subscription fee and other applicable charges, and authorize us, directly or through the Payment Partner/insurance company, to charge your chosen account with such payments.

The Subscription payments consist of a start-up payment and a monthly Subscription fee, which will be followed by monthly recurring payments for a fixed term of 24 months unless canceled by you in accordance with the Terms.

You will have the option to renew your Subscription and upgrade your hearing aid at the end of the fixed term, to ensure that you have access to the most relevant technology and functionality available.

At checkout, where applicable, you have the option to add the following to your Subscription:

- Care kits (where applicable): Supplied after your 45-day trial period and then every subsequent 6 months until your Subscription is terminated. The accessories supplied are enough to last 6 months. Within reason, an earlier replenishment can be arranged by contacting us on 800 499 1336. Accessories may not be used for any other hearing aid or any other purpose. Abuse of these supplies is a violation of these terms.
- Lexie Care: Free access to our Lexie Experts™ to help you get the best experience out of your hearing aids. Lexie Experts™ are available during our Hearing Hub™ trading hours. These hours may be changed at our discretion.
- Protection Plan (where applicable): A product protection plan that covers certain types of breakages and damage. Please note that we reserve the right to make this determination at our sole discretion. Please note that if your hearing aid is lost, stolen, damaged by a third party or irreparably damaged a replacement fee of \$120 per individual Lexie Lumen hearing aid or \$300 per pair of Lexie B1 Powered by Bose Hearing aids or \$360 per pair of Lexie B2 Powered by Bose hearing aids will be payable for the replacement thereof. If your hearing aids become damaged (excluding third-party damage), you can send it to us and we'll repair them, at no cost to you. We highly recommend that you get the protection plan within your 45-day trial period. A third party is any party except you or Lexie Hearing.
- Rewards program: You will have access to our proprietary program which rewards you for wearing your hearing aids (where applicable) and interacting with us.

## 15. Payment Processing, Card Information And Security

Your payment details are not shared by us at any time. You are able to update your payment information in the App.

We use a trusted third-party payment provider, Stripe Incorporated (the "Payment Portal Provider"), to securely store your payment information and maintain Payment Card Industry (PCI) compliance and securely store, process and transmit card data to the PCI compliance standard. The Payment Portal Provider has access to your payment information solely for the purposes of fulfilling this task.

The Payment Portal Provider processes all credit card and/or HSA or FSA card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted.

Our Payment Portal Provider is committed to providing secure online services and continually reviews and enhances their security in line with technological changes. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. The Payment Portal Provider's Internet servers are protected by firewalls and intrusion detection systems.

We also use the following third-party service providers for the purposes of storing and protecting your personal information and data:

- Google for Google Analytics;
- Firebase for data analytics (anonymised data);
- Amazon for data storage.

#### 16. No Legal Relationship

Your use of our hearing aid devices, the App or Services and/or participation in the Rewards program does not create any legal relationship with us, other than being bound by these Terms and Conditions, and where applicable, the terms of your Rental Agreement.

We may need to notify you by text, phone call or email regarding incomplete purchases or unfinished cart checkouts and, from time to time, be required to send communications to you regarding our Services. We may also need to contact you to complete surveys or research questionnaires relating to current or potential services that we may offer.

#### 17. Telephone Consumer Protection Act (TCPA)

To participate in Rewards program or Subscribe to our Service, you will be required to give your consent for us to contact you using the details that you have provided, by phone (including residential and cellular phone), email, text and/or the App about your Subscription, hearing aid devices, your participation in the Rewards program and/or any new products or offers that may become available.

Please note that this consent is **not a condition of purchase of any product** on the App, but it is expressly required for Subscriptions, use of the App, and your participation in the Rewards program.

By signing up and choosing to participate in the Rewards program you acknowledge and understand that there may be instances where you will be required to complete certain communications from us to earn points which will count towards your points accumulation.

These communications may be transmitted to you using the App, phone, text or email (including email sent to your mobile device(s)). hearX USA utilizes an automated notification system to quickly and efficiently notify users of upcoming goals, information on your Subscription, the hearing aid devices, your participation in the Rewards program and/or any

new products or offers that may become available and other information related to your hearing aid by phone, text, and email.

We will NOT use your personal information (including cell phone and landline numbers) for notifications other than those stated above.

In accordance with the Telephone Consumer Protection Act (TCPA), by clicking "submit" you agree to receive recurring auto-dialed or pre-recorded marketing calls and/or general text messages and/or reminders from hearX at the number you provide, even if your number is on a state of federal Do Not Call list. You can reply "STOP" to opt-out of texts. Message and data rates apply. You also agree to the Terms and Conditions and [Privacy Policy](#).

Please note: Consent is not required if the call or text is for emergency purposes or if made directly from one of our representatives. Please note that you can revoke consent to receive these messages at any time.

You may opt out by replying "STOP" to any text from hearX. Please note that by opting out and withdrawing your permission, your use of the Services may be canceled and you will no longer be able to participate in the Rewards program and any points that you may have accumulated will be null and void. You are required to promptly notify us of any changes in the ownership of your cellular/ mobile or landline number (including its user contract) and email address if provided. Please note that deleting your account or data, or opting out of communications will not cancel your Subscription (if applicable). To cancel your subscription you will be required to follow the instructions set out in our [Returns Policy](#).

## 18. User Consent

By continuing, by taking an online hearing screenings, filling out a contact or newsletter form, purchasing, Subscribing or attempting to purchase a product or Subscription, creating a draft order or abandoned cart, making contact with us, downloading the App, installing the App, creating a profile on the App, signing up for the Rewards Program and by clicking 'opt-in' you give both hearX USA and their representatives, including their authorized marketing partners and providers, permission to contact you via your cellular device or landline for automated phone, SMS text messages, in-App notifications, and to send email messages to your computer or other mobile devices for communications regarding Subscriptions, our Service or Products or to complete surveys or research questionnaires relating to current or potential services that we may offer. Even if your number is on the state or federal Do Not Call list. Message and data rates apply. You can reply "STOP" to opt-out of texts. You also agree to these Terms and Conditions and [Privacy Policy](#).

You understand that emergency notifications are excluded from this permission and will be sent as normal. You hereby agree to promptly notify hearX USA of any changes in the ownership of the provided personal information (including cellular/ mobile or landline number and email address) which has been provided by you.

## 19. Coupons

How to use your coupon on selected items: Add an item to the shopping cart. Look for the box that allows for the addition of a coupon code on the checkout page above the payment breakdown. Enter your code into the box and press 'submit'. Be sure to check that the coupon was redeemed before continuing.

Discount Coupons will be limited to the terms on the coupon and will only be issued to registered users, 18 years of age or older. A maximum of one coupon is allowed per order. The coupon code, expiry date, and discount applicable to the coupon will be detailed on each coupon.

Coupons have no cash value and are non-refundable and cannot be exchanged either fully or in part for cash of any amount. The coupon is redeemable in its entirety in a single transaction only and may not be redeemed incrementally.

The coupon discount and any minimum spend requirements as set forth on the coupon itself will be applied to the purchase price of eligible products only. The coupon may not be applied towards the cost of shipping, handling or customs, taxes, duties or other costs or fees associated with the purchase. A coupon cannot be combined with other offers, is not valid on past purchases, and cannot be used or claimed retroactively. Coupons are void in territories where the issue or use thereof is prohibited.

Any refund a customer may be entitled to receive will not include the coupon or its redemption value. The customer will receive no more than the amount actually paid toward the purchase price.

Coupons are issued by email to the address specified at the time of purchase. It is the responsibility of the customer to provide the correct email address. hearX will not be liable or responsible for any loss suffered as a result of a coupon via email being blocked by filters or firewalls, or where the incorrect email address has been entered by the customer.

We reserve the right to cancel any promotion, issue coupons, close user accounts, and/or request alternative forms of payment if a fraudulently obtained coupon is redeemed or used to make purchases. The use of automated devices or programs for coupon redemption is prohibited.

## 20. Hearing Aid Device Warranty

Your hearing aid device is covered under warranty for defects in *design, materials, and workmanship* (**excluding general wear and tear on the devices, slim tubes, domes, retention wires, or accessories**) for 12 (twelve) months from the date of outright purchase of the original product. To qualify for this warranty you will need to download the Lexie App

and onboard completely. Please note that we reserve the right to request proof of purchase at any time.

If we determine that your hearing aid is faulty due to *design, materials, or workmanship* we will repair or replace it once under this warranty at no cost to you. Please note that we reserve the right to make this determination at our sole discretion. Return shipping will be for your own account.

The hearing aid device warranty will be in effect and remain in effect regarding any subsequent replacement hearing aid supplied, from the date of purchase of the original product. Warranty claims will not be valid if the hearing aid has been modified or damaged, if the serial number has been altered, or if repairs have been made by someone other than us.

Please note that if a hearing aid device is damaged by the user, stolen, or lost, replacement or repair thereof will not be covered under warranty.

Please note that we charge a \$15.00 evaluation fee for any product return on the card that made your initial payments. If our determination proves that the defect is covered under this warranty, the \$15.00 evaluation fee will be refunded.

## 21. Hearing Aid Device Repairs and Replacements

If your hearing aid(s) would need to be repaired or replaced during the warranty period, please contact us. You will need to return the suspected defective device(s) to allow us to inspect it for an evaluation fee of \$15.00. You must ensure that the correct device(s) is returned to us, including all accessories and consumables received in the initial packaging.

You will not receive a replacement until we have received the correct device(s) and concluded our inspection. Once we have received the correct returned hearing aid(s) and concluded our inspection you will be notified if your hearing aid device(s) qualifies to be repaired or replaced. Please note that we reserve our right to make this determination at our sole discretion. If it is determined that your hearing aid device(s) does qualify, we will send your repaired or replacement hearing aid within 2 weeks thereafter and refund the \$15.00 evaluation fee.

If it is determined that the suspected defect was caused by the user or there is no defect at all or the device is unrepairable upon our inspection; you will become liable to pay the return shipping of the hearing aids; the evaluation fee of \$15.00 and if the repair cost of your hearing aid(s) is anticipated to exceed \$50.00, we will first contact you for your approval before any work is performed, or where applicable, a replacement cost and subsequently charge your account accordingly.



## 22. Out of Warranty Repairs for one-time Purchases on selected hearing aids

Please contact us for out-of-warranty repairs.

We will accept any hearing aids or accessories for repair or service for a period of five (5) years after the date of purchase. Servicing, repair or replacement after the warranty period has expired will be for your own account.

We will send you a bill showing the repair and service to be provided and charged for. If the anticipated charge for the repair or service should exceed an amount of \$50, we will first contact you for your approval before any work will be performed.

## 23. Returns and Refund Policy

**Please note that returns for devices and/or accessories purchased ONLINE through our partnership with any retailer or partner must be returned directly to the following addresses unless specified otherwise:**

For **Lexie Lumen** hearing aids: 1712 Sycamore Road, DeKalb, Illinois, 60115;

For **Lexie B1/B2** Powered by Bose hearing aids: 678 Mendelssohn Ave N, Golden Valley, MN 55427.

**Partners will only be able to process returns for devices and/or purchased through or at their stores (physical).**

This Return and Refund Policy is applicable to all one-time purchases and Subscriptions made through this App, and excludes in-store purchases and/or through a retailer or partner.

We recommend that you use your hearing aid(s) for a trial period of three weeks for you to properly adjust to the new hearing aid(s). This trial period is not compulsory and if you are not satisfied with your purchase you can return your hearing aid(s) at any time within 45 days from the date of receipt for a full refund on the purchase price of the hearing aids or Subscription fees (including the refund of start-up payment) (minus any shipping costs, discounts or coupons redeemed on purchase).

### **Within the 45-day trial period:**

Please note that in order to qualify for a full refund, all additional accessories, carry case, where applicable carrying case and cable or 'free gifts' included with the purchase need to be returned along with your hearing aids

THE 45-DAY TRIAL PERIOD IS ONLY APPLICABLE ONCE PER DEVICE MODEL. YOU WILL ONLY BE REFUNDED ONCE FOR EACH TYPE OF HEARING AID YOU WISH TO RETURN, NO RETURNS WILL BE MADE FOR CREDIT.

YOU WILL NOT BE PERMITTED TO TRIAL AND RETURN THE SAME DEVICE MODEL MULTIPLE TIMES WITH THE GOAL OF CONTINUED USE OF THE DEVICES WITHOUT PAYMENT OR ANY OTHER FRAUDULENT USE EITHER THROUGH A ONE-TIME PURCHASE OR SUBSCRIPTION.

Please note that we include a USPS return label with your hearing aids, however any loss or damage of your hearing aid(s) incurred during the returns process will be for your own account and responsibility. This USPS return label will only be valid for three (3) months from your purchase date. We do not accept any liability for any loss or damage of your hearing aid(s) that may result from the return shipping process. We highly recommend that you purchase additional shipping insurance when returning your hearing aid(s).

If you misplaced your USPS return label, you can contact our Hearing Hub™ to issue a new label. We reserve the right to charge the replacement value thereof against your card used for the initial payments, unless indicated otherwise.

To qualify for the above refund, you will need to log a call with our Hearing Hub™ at any time before, but no later than 5pm (ET) on the 45th day after receipt. You will thereafter receive an email explaining our returns process.

The USPS return label number MUST be included on the return package. To be eligible for a refund, you will be required to send the hearing aid(s) and all accessories received in the initial packaging back to us and provide the tracking number of the package within 7 (seven) days of logging your call with us. Once we have received the devices together with all the accessories and have confirmed that they are eligible for a return, we will process your full refund.

Again, please note that you will only be refunded once for each type of hearing aid you wish to return, and it may not be returned for credit.

For your hearing aid(s) to be eligible for return and a refund:

- It must be returned in working order with everything that was included in the original packaging (including the carry case), together with all accessories, free gifts, instructions and documentation (if any).
- Your hearing aid(s) must not be damaged, scratched, or soiled. Please treat products and packaging with reasonable care while in your possession. Nothing herein detracts from any right we may have to hold you liable for any loss or damage you cause to a product (including its packaging) while in your possession.
- The USPS return label number issued to you must be accurately and clearly reflected on the package that is returned.
- The package will need to be returned to the correct address as provided by us.

Where you have purchased/received accessories and do not return them with your hearing aid(s), you will not be eligible for a full refund. We reserve the right to charge a replacement fee for any accessories not returned after a request from hearX. The replacement fee will be processed against your credit card/FSA/HSA card. You will have 7 (seven) days to return the accessories after the notice or provide us with the tracking number.

We are not able to accept the return of any products which do not comply with these conditions. Products returned without a valid USPS return label number will be deemed not to have been validly returned and may be sent back to you at your own expense.

If the product is returned within 45 days of the date of receipt and you have complied with the above conditions you will be entitled to a full refund of the original purchase price or Subscription fee. Any refunds shall be affected in the same manner in which your payment was made (i.e. by processing the refund against your credit card/FSA/HSA card).

All Lexie Rewards points (where applicable if the customer had opted into the loyalty program) will be forfeited on the return of the hearing aids.

**After the 45-day trial period:**

If you have purchased your hearing aids through the one-time payment and wish to return your hearing aids, you may return your hearing aids (and where applicable accessories), but no refund for any portion of the payment will be given.

If you have Subscribed and wish to cancel your Subscription after the initial 45-day trial you may return your hearing aids and where applicable, all accessories -after the 45-day trial, but no refund for any portion of your Subscription fees to date, or the start-up payment will be given. If you return the hearing aids after the 45 days have lapsed you will not be refunded but your Subscription will be canceled and you will not be charged any further Subscription payments, however, you will be liable to pay an early termination fee for early termination of your Subscription and return your hearing aid(s) and accessories. We reserve the right to charge a replacement fee for any accessories not returned.

If you elect to cancel your Subscription prior to the end of the 24-month period, we will charge a fee for the early termination. The early termination fee amount will be equivalent to one month of your Subscription fee (excluding any shipping costs, discounts or coupons redeemed on purchase). By terminating before the expiration date, you agree to be bound by these Terms and Conditions for a period of 12 months after termination and that the early termination fee is reasonable. Please contact us to arrange for cancellation and early termination. Note that you will need to return the hearing aids and all unused accessories)

Any customer that purchased the Lexie Lumen hearing aids on or after 26 July 2022 will be liable to pay the early termination fee upon return.

Please note that all shipping costs or any other costs incurred for the return of your hearing aid(s) will be for your own account, and any loss or damage of your hearing aid(s) incurred during the returns process will be for your own account and responsibility. We do not accept any liability for any loss or damage of your hearing aid(s) that may result from the return shipping process. We highly recommend that you purchase additional shipping insurance when returning your hearing aid(s).

If you have signed up for a Subscription you may not under any circumstances resell, or attempt to resell, the hearing aid devices.

Note that in the event that you return your hearing aid(s), your access to and your value from the Rewards program will immediately cease and you will lose all accumulated points up until that point, and the points will become worthless and unable to be redeemed for any value.

In the event that we receive incorrect items from you, we will contact you to arrange for the return thereof. Please note that return shipping will be for your own account. If we are unable to obtain confirmation from you for the return of the incorrect items within seven (7) days of our receipt thereof, you hereby expressly agree that we are authorized to dispose of such incorrect items on your behalf.

## 24. Shipping

We only sell accessories from this in-App store into the continental United States. Please note that any cost associated with shipping, return shipping or re-shipping due to the incorrect delivery address will be for your own account. We are not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim. Please save all packaging materials and damaged goods before filing a claim.

## 25. Rewards for both the Lexie Lumen and the Lexie Powered by Bose hearing aids (hereinafter collectively the "Rewards programs/ Rewards") unless indicated otherwise.

By opting into the Rewards program using the App it is deemed that you have read, understood, agree to and are bound to these Terms and Conditions. You must not opt into or use the Rewards program in the App unless you understand and agree to the Terms and Conditions. If you have any queries, please contact us before opting in or using the Rewards program within the App.

### 25.1.1. Rewards program

Our Rewards program is an acclimatization program that gives you the opportunity to earn and redeem points for selected rewards which may include consumables (batteries, domes

and tubes) or accessories (as and when available in the Lexie store) and discounts on your monthly subscription (where applicable). The program differs in duration based on device purchase details and payment type.

Earn points when you wear your hearing aids (where applicable), perform everyday tasks with your hearing aids and on the App, and give us feedback that will help us to help you. The Reward program is free to our App users and can be accessed through the App.

Rewards points can only be applied to the purchase price of eligible products or specified rewards, and carry no cash value. Rewards points may not be redeemed for cash.

In order to join the Rewards program, you need to opt-in for the Rewards by registering in the Rewards section in the applicable App. Simply downloading the App to your phone does not automatically sign you up to the Rewards program. We recommend that you sign up for the Rewards program as soon as possible after receiving your hearing aids as a late sign-up will significantly reduce your Rewards points earning potential.

Points can be earned by completing Wearing Goals (where applicable) and activities set by Lexie Hearing. We reserve the right to change weighting and point allocation within versions of the Rewards program at our sole discretion. Lexie Hearing also retains the right to change the Lexie Rewards program available to users at any time. Accumulated points may be redeemed at any time during the program and redeemed points will be subtracted from the total number of accumulated points.

In the event that you return your hearing aid(s) or cancel your Subscription, your access to and your value from the Rewards program will immediately cease and you will lose all accumulated points up until that point and the points will become worthless and unable to be redeemed for any value.

Activities and Wearing Goals (where applicable) need to be synced with our Service in order for your points to be allocated. In order to do this, you need to ensure that your App is accessed while you have an internet connection (and while your devices are connected to the App via Bluetooth) at least once a week so that the activities and points which are cached on the device and can be synced to our service. Only points that are synced in accordance with this (or any other instructions which we give you for successful syncing) to the service will be attributed to your account. We shall not be held responsible for any lost or unassigned points as a result of your failure to use the App or sync the data with an internet connection regularly.

By signing up and 'opting-in' to the Rewards program you consent to receive phone calls, text messages, in-app notifications and communication, emails and push notifications as part of the program. You can reply "STOP" to opt-out of texts. Message and data rates apply. By completing any rating or review activities you consent to such content being used in our

marketing material, including our App, social media, and our blog. If used, this content shall not attract any royalty payments to you.

The Rewards program is currently only available to Lexie Lumen and Lexie B1 Powered by Bose and Lexie B2 Powered by Bose customers.

#### 25.1.2. Wearing Goals (only applicable to Lexie Lumen)

The first hearing aid that rewards you for wearing it. The better you wear, the less you pay.

Wearing your hearing aids is important because as you wear them you build up a tolerance to louder volume levels. To help you adjust to wearing your hearing aids, personalized Wearing Goals are automatically set to complement your lifestyle.

In order to accrue points, the Wearing Goals need to be met. Wearing Goal points are assigned on an 'all or nothing' basis. If you miss the target wearing time for the week, you will not receive any points for that week.

The Rewards program Wearing Goals will be divided into 7-day cycles that are not fixed/ attached to a specific day of the week. Your Wearing Goal will be reviewed at the end of each seven-day cycle ("week") and will determine your Wearing Goal for the following week. The first "week" will start on the day you opt-in for Rewards.

To achieve your Wearing Goals, you will be required to wear your hearing aid for a certain period of time each week and synchronize your hearing aid with the App on your mobile device at the end of that week, when prompted. Note: If you turn off notifications on the App, you will not receive any prompts for this synchronization.

If you do not synchronize your hearing aid with the App in time, you may forfeit the points for that week and you will not be able to claim those points towards your Wearing Goals, or it may result in the inaccurate or incorrect reflection of the duration of your usage.

hearX USA and Lexie Hearing cannot be held liable for your failure to synchronize your Wearing Goals.

By "opting in" and participating in the Rewards program, you expressly consent that we may monitor your usage of your hearing aid through the App or other Lexie platforms.

#### 25.1.3. Activities

Activities will help orient you to your devices and the App. You will be required to complete these activities in order to earn the points attributed to said activities.

The activities listed on the App each have a specific points value. Points applicable to activities are assigned on a 'per activity' basis, so you will receive the points allocated in the activity on successful completion.

An activity will only be available for a certain period of time, after which it will expire, regardless of whether you have completed the activity. Should you miss the deadline for the completion of the activity, you will permanently lose the opportunity to earn points for that activity. You will be notified on the App when new activities become available. Note: If you turn off notifications on the App, you will not receive notifications for new activities.

#### 25.1.4. Rewards program Disclaimer

The Rewards program and App can only be used with our hearing aid devices and are not compatible with other brands of hearing aids. It is your responsibility to ensure that you select the correct Rewards program according to the hearing aid devices you purchase.

The Rewards guidelines, activities, and goals are not intended to diagnose, examine, treat or cure medical conditions of any kind, or to determine the effect of any specific exercise or action on a medical condition. The actions of Lexie Hearing and its affiliates, any participation in, and/or information received through the Rewards program, App or any Lexie software or website (the "Lexie platform(s)") is not intended to be a substitute for professional medical advice, diagnosis or treatment.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO MEDICAL ADVICE IS PROVIDED THROUGH THE LEXIE PLATFORMS. ANY CONTENT PROVIDED BY LEXIE, INCLUDING ALL COMMUNICATION AND OTHER MATERIALS, WHETHER PROVIDED BY US OR THIRD PARTIES THROUGH ANY LEXIE PLATFORM, IS NOT INTENDED TO CONSTITUTE OR REPLACE THE ADVICE OF OR CONSULTATION WITH A PHYSICIAN, OR OTHER MEDICAL PROFESSIONAL.

PLEASE CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDERS IF YOU HAVE ANY QUESTIONS ABOUT A MEDICAL CONDITION OR TREATMENT BEFORE STARTING A NEW HEALTHCARE OR EXERCISE REGIMEN.

If, during your participation in the Rewards program, you have any concerns about the effect thereof on your health, or if you have any specific medical questions, you are advised to immediately cease participation in the Rewards program and to direct such queries or concerns to a duly qualified medical professional.

THE CONTENT AND COMMUNICATIONS ON THE LEXIE PLATFORMS ARE NOT INTENDED TO BE USED FOR DIAGNOSING OR TREATING ANY HEALTH PROBLEM AND DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND US.

By participating in the Rewards program, you voluntarily assume all known and unknown risks associated with these activities even if caused in whole or part by our action, inaction or negligence or by the action, inaction or negligence of others, and agree that we, to the extent permitted by law, cannot be held liable for any injuries and/or death caused by participating in the program.

We cannot guarantee the availability, accessibility, accuracy, or proper functioning of the App, Rewards program or any Lexie platform, nor that it will function error-free. It is possible that submissions may not be successfully processed or executed because of errors or failures, whether caused by you, Lexie or other factors related to our partners or third-party providers. Lexie is not responsible for any unauthorized human or technical intervention, nor is liable or otherwise responsible for any transaction that is not properly processed, executed, saved or transmitted, regardless of the cause of the problem.

No warranty is made that the Lexie platforms' functionality or services will be uninterrupted or error-free.

#### 25.1.5. Use Of Rewards Program And App

Our standard terms and conditions will apply at all times and will be governed by the laws of the State of Delaware.

If you choose to participate in the Rewards program, it means that you have read and understood our Terms.

We reserve the right to amend the Terms from time to time, without notice. These amendments may include, but are not limited to, changes to the amount of points attributed to each activity, the number and type of activities, as well as changes to the Rewards program. You are advised to regularly refer back to these terms and conditions to ensure that you are aware of any changes that may have been made.

Full use of the Rewards program and App are dependent upon your use of a supported mobile device and Internet access. The maintenance and security of this equipment may influence the performance of the App and your participation in the Rewards program. It is your responsibility to ensure your supported mobile device's functionality. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.

When using the App, you will be able to upload, store or share data and other information to Lexie Hearing with the App. By making this data available on the App you hereby grant us a non-exclusive, transferable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform, reproduce, translate, create derivative works from, and distribute this data in anonymized and aggregated form, in whole or in part, in any media.



The rights under this section will only be for the limited purpose of offering and improving the Rewards program, the App and/or associated software.

The Rewards program, the App, and associated software are intended for your personal, non-commercial use.

By purchasing hearing aid(s), downloading and using the App, creating an account on the App and choosing to participate in the Rewards program, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable permission to access and use the App and software that is embedded into the hearing aid devices, including third-party software, and to access, view and interact with the Rewards program content as authorized in these Terms. This permission is provided solely for your personal, non-commercial use of the App and associated software, as permitted in these Terms.

You may not use, permit, copy, adapt, modify, translate, disclose, prepare derivative works based upon, distribute, permit, sell, rent, lease, assign, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Rewards program, App and/or associated software or any portion thereof (including any third-party software), except as expressly permitted in these Terms.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the permission and rights expressly granted in these Terms.

Except to the extent permitted by law, you may not perform, attempt to perform, or encourage or assist others in performing any of the following while accessing or using the Rewards program, App or associated software:

- use, display, mirror, or frame the Rewards program, App or associated software or any individual element therein, including the layout and design of any page, without our express written consent;
- use our name, trademark or logo, or any of our proprietary information without our prior express written consent;
- access or tamper with our computer systems, or the technical delivery systems of our providers;
- test the vulnerability of our system or breach any security or authentication measures;
- circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect our software or programs;
- access the Rewards program, App or associated software through the use of any mechanism other than through the use of a lawful and authorized connection; or
- modify, decompile, disassemble, reverse engineer, tamper with, or otherwise attempt to derive the source code of any software that we may provide to you or any other part of the Rewards program or App.

#### 25.1.6. Rewards Benefits And Discounts

We may, at our sole discretion, terminate, cancel, amend, adjust or vary the Rewards benefits and point allocation. Discount coupons earned through the Rewards program will only apply to accessories, not hearing aid devices.

Your participation in and any points accumulated through the Rewards program may be terminated if we find that you have acted dishonestly or fraudulently in your engagement with us.

We reserve the right to temporarily revoke your Reward points earned if we find that your account is not paid up to date, until you pay all outstanding fees.

The Rewards points earned are applicable and connected to the serial number of your hearing aid(s) and are earned by completing the specified goals.

Our hearing aid devices, Services and Rewards program are only available to users in the continental United States.

Allocated Rewards points available on goals, where applicable, will differ depending on whether you purchased one or two hearing aids. The Rewards program will track the usage on the hearing aid that is worn the most.

The Rewards points have no cash value and may only be redeemed against items that we make available as rewards on the program. Users may not transfer rights to rewards or benefits to another person or use these rights as security for any debt.

Any refunds, or rewards point accumulation earned through the Rewards program, will be applied to the actual amount of the purchase price of the hearing aids after any coupons or discount vouchers have been applied and excluding shipping.

If you wish to return your hearing aid devices for a refund during the 45-day trial period, any points that you have earned through the Rewards program will be void and worthless.

If your hearing aid is returned to us for repair within your 45-day trial period, the trial period and your Rewards program will be paused until you have received your devices again. If the pause starts in the middle of a certain week, the completed activities and goals for that week will be accounted for. However, the week will restart in terms of your Wearing Goals (where applicable) once you have received your devices from us. The billing date will be delayed by the amount of days the repair process has taken. Billing will be placed on hold until the 45-day trial and the Rewards program commences again.

We will need to verify your identity and hearing aid(s) purchase through the App before you can opt into the Rewards program. You have a right to access, update or correct your

personal information. It is your responsibility to ensure that your personal details are correct, as we will not be responsible for any loss or damage because of errors due to incorrect information. If you require any assistance to change or rectify any information you may call our contact center or update limited information in the App (if available for update via the App).

If you request that your account or data be deleted, either by contacting us or through the App, your access to the Services will immediately cease and any accumulated points or value from the Rewards program will become worthless and unable to be redeemed for any value.

Please note that deleting your account or data will not cancel your Subscription (if applicable). To cancel your Subscription you will be required to follow the instructions set out in your Subscription Agreement and our [Returns Policy](#).

You (the person for whom the hearing aid(s) were purchased with the intention to physically wear the hearing aid(s)) are the only person authorized to participate in the Rewards program. You may not exchange or lend your hearing aid to another person in order to achieve goals or earn points through the Rewards program.

You are responsible for the safekeeping and proper use of your hearing aid devices. You agree to notify us immediately if your App has been compromised, or if you suspect that your profile has been fraudulently accessed or used, failing which you agree that you will accept responsibility for any losses incurred resulting from the use thereof by any unauthorized person.

#### 25.1.7. How Your Points In Rewards Will Be Accumulated

You can earn points that are redeemable on purchases in the Lexie store or in a reduction towards your monthly subscription (where applicable). The maximum amount of points that you can accumulate will be calculated based on your chosen option (Subscription or one-time purchase), the relevant purchase price or Subscription value, minus any discounts, coupons, accessories, add-on services or shipping.

The maximum amount of attainable points differs by hearing aid model.

The total points you may earn through your Lexie Lumen hearing aid(s) is dependent on the amount of Wearing Goals and activities you have met during the Rewards program.

The total points you may earn through the Lexie Powered by Bose® hearing aids is dependent on the amount of activities you have done during the Rewards program.

We may determine and/or adjust the number of points you can earn for each activity at our sole discretion. Your points earned will be reflected in the Rewards section of the App. There

are limits to how many points you can earn for activities. The final points accumulated will be determined upon your completion of the program. Once the period is complete, you will be able to redeem the points via the App.

## 25.2. Confidentiality

We will treat all your personal information as private and confidential. Please refer to our [Privacy Policy](#).

Our Hearing Hub™ representatives will have access to your information for purposes of assisting you with any questions or concerns you may have and to report any feedback that you may have regarding your hearing aid(s), the App or the Rewards program.

We may be required to collect certain information about your use of the App, Rewards or other Lexie Platforms. This information will only be used to help improve our services, analyze trends and administer the App and other Lexie Platforms. Anonymized data may be used for the improvement of products and/or research. Any feedback or information we may receive from you when completing our surveys, reviews or in-app activities or Rewards program goals may be used in our marketing materials.

**If you do not agree with these Terms and Conditions, please do not provide us with any personal information and do not use the App or participate in the Rewards program.**

We do not knowingly collect personal information from children. Parents or guardians of children under the age of 18 years cannot agree to these Terms on their behalf. If we determine that any information has been collected contrary to the above, we will immediately remove and delete such information and any linked account from our database and Services.

## 26. Social Sharing Terms And Conditions

hearX USA Incorporated ("we", "us", "our", "The Company") a Delaware Corporation, owns and/or licenses this website, the Lexie Hearing App, the Social Sharing Refer a Friend and Share a Photo Programs (collectively the "Social Sharing Programs").

By in any way participating in these Social Sharing Programs, accepting and sharing your referral code, sharing a photo on social media or by signing up with a referral code, you are agreeing to be bound by these Social Sharing terms and conditions, our Privacy Policy and Terms and Conditions.

Any violation of these Social Sharing terms and conditions could result in your exclusion from the Social Sharing Program and the forfeiture of any rewards earned through the Social Sharing Program or any other benefits, and even the deactivation of your account.

## 26.1. Agreement

By participating in any of our Social Sharing Programs you agree to be bound by these terms.

To be eligible to participate in any of our Social Sharing Programs, you must:

- 26.1.1. be at least 18 (eighteen) years of age or older;
- 26.1.2. have the legal authority to enter into this agreement and to be bound to the promises, covenants, and other duties set forth herein;

We reserve the right to prohibit and/or terminate your participation in any of our Social Sharing Programs at any point in time, at our sole discretion, without prior notice.

We further reserve the right to change, end or pause, in whole or in part, any Social Sharing Program or applicable rewards or incentives, as well as any person's ability to participate in any Social Sharing Program or receive any benefits thereunder at any time for any reason, including suspected fraud (including by either the referrer and/or Invitee), abuse or any violation of these Terms and Conditions.

The incentives and rewards applicable to the Hearing Social Sharing Programs are subject to change at our sole discretion. Incentives or rewards in the form of Rewards points are not transferable and have no cash value.

We make no claim that the operation of any of the Social Sharing Programs and/or the Platforms will be error-free and we will not be liable for any interruptions or errors or any losses as a result thereof.

We may modify, add to, or remove any of these Terms at any point in time. Your continued participation in any of our Social Sharing Programs will indicate your agreement to the changes and your adherence to any modified Terms and Conditions.

## 26.2. Share a Photo Program

You may only post your photo, reviews and/or comments if such content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, or any form of "spam." We reserve the right to remove or edit such content provided.

By posting your photo, content or submitting material, you grant us a non-exclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media.

You grant us the right to use the name that you submit in connection with such content.

You represent and warrant that:

- 26.2.1. you own or otherwise control all of the rights to the content that you post;
- 26.2.2. the content is accurate;
- 26.2.3. use of the content you supply does not violate this agreement and will not cause injury to any person or entity;
- 26.2.4. you will indemnify us for any and all claims resulting from any content you supply.

We take no responsibility and assume no liability for any content posted by you or any third party.

Share a Photo Rewards points

- 26.2.5. To receive the Share a Photo Rewards you will need to share a photo of yourself with our hearing aids on Facebook®, Instagram® or Twitter® and tag our Lexie Hearing page by following the instructions set out on the Rewards page on the App and add the hashtag #LoveMyLexies or #LoveMyBose to that photo. Please note that you will not receive any rewards points if you do not add the required tag or hashtag;
- 26.2.6. Once you have successfully shared your photo to one of the above-mentioned social media platforms, and our marketing team has reviewed the content thereof for compliance to the requirements set out in these terms, you will receive a notification of the points or discount that you have earned, and the points will be allocated to your account. You will not receive any points for any photo or image that is in contravention of these Terms and Conditions.
- 26.2.7. You will only receive the Share a Photo Rewards points for the first successful photo shared each week, for a period of 5 (five) weeks. For clarity, this means that you will receive points for one photo per week, on any one of the social media platforms for 5 (five) weeks.
- 26.2.8. You will receive 1000 points for the one successful photo per week, irrespective of the social media platform on which it was posted.

### 26.3. Lexie Refer a Friend Program

When setting up and registering your account on the App, a unique Refer a Friend Code will be allocated to you.

You will be able to share this unique code with friends or family using the App for them to use when purchasing the same Hearing aid accessories on the App as you.

- 26.3.1. Each person that makes a purchase on the Lexie Hearing Website using your unique code ("Invitee") will receive a \$30.00 discount on their purchase; and

- 26.3.2. For each Invitee that makes such a purchase using your unique code, you will earn 2000 Rewards points, which will be allocated to your account once your Invitee's 45-day trial period has lapsed and he/she has not returned their hearing aid devices or products.

Your Invitees can only be referred once, if they have successfully purchased from us before using someone else's unique code, they will not be able to use your unique code and no points will be awarded for such a referral.

You may only refer persons residing in the continental United States.

Referral codes may only be used for personal and non-commercial purposes. You may only share your unique referral code with people you have met or know personally.

You acknowledge that you are prohibited from, and accordingly agree that you will not:

- 26.3.2.1. Duplicate, sell or transfer your referral code in any manner or make it available to the general public (such as by printing it on any materials intended for distribution, posting it on a coupon website or any other website, including but not limited to, Amazon, eBay, Fiverr, Craigslist, RetailMeNot, Reddit, Wikipedia, Gumtree, Moneysavingexpert, Groupon, or using it in any way relating to paid social media or paid search);
- 26.3.2.2. Attempt to obtain Invitees by spamming, bulk emailing or sending large numbers of unsolicited emails to any person or entity. You should only refer persons that you have met, or know personally;
- 26.3.2.3. Use, display or manipulate the Rewards logos, trademarks or any other of our owned and/or licensed intellectual property or copyright-protected works ("Lexie IP") in any way;
- 26.3.2.4. Create or register any businesses, URLs, domain names, software application names or titles, or social media handles or profiles that display or include the word(s) "Lexie", "Lexie Hearing", "Lexie Rewards®", "Lexie Powered by Bose" or any Lexie IP or any words that are confusingly similar to our Lexie IP;
- 26.3.2.5. Use any Lexie IP as your social media profile picture or wallpaper or use any of our copyright-protected works (such as graphics, photos, images, drawings and screenshots from the Lexie Hearing Platforms) without our express written permission;
- 26.3.2.6. Purchase keywords (including but not limited to Google AdWords) that contain any Lexie IP;
- 26.3.2.7. Use automated systems or bots through any channel to distribute, post or otherwise share your unique referral code;
- 26.3.2.8. Use scripts or programmed or automatic diallers to send invitations or otherwise share your unique referral code;
- 26.3.2.9. Make misleading claims about us, use offensive/abusive content, create fake websites/web pages/social media profiles/app, misrepresent your

connection to us, or otherwise make any false or misleading statements to get an Invitee to use your code; or

- 26.3.2.10. Use your referral code in any manner that violates applicable laws or the rights of any person.

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