

Welcome to Synesthesia.live, the website and online service of Gravity Current, Inc. ("Gravity Current," "we," or "us"). This page explains the terms by which you may use our online and/or mobile services, website, and software provided on or in connection with the service (collectively the "Service"). By accessing or using the Service, you agree to be bound by this Terms of Use Agreement ("Agreement") and to the collection and use of your information as set forth in the Gravity Current [Privacy Policy](#), whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, members, contributors and others who access the Service ("Users"). This Agreement hereby incorporates the terms of the following additional documents, including all future amendments or modifications thereto:

- [End User License Agreement](#)
- [Privacy Policy](#)

Please read this agreement carefully to ensure that you understand each provision.

1. Use of Our Service

Eligibility. You may use the Service only if you can form a binding contract with Gravity Current, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. You must be 18 years old or older to use or access the Service. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. The Service may not be available to any Users previously removed from the Service by Gravity Current. By using the Service, you represent and warrant that you have the full right, power and authority to enter into this Agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this Agreement.

License to use the Gravity Current Service. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service and as permitted by the features of the Service. Gravity Current reserves all rights not expressly granted herein in the Service and the Gravity Current Content (as defined below). Gravity Current may terminate this license at any time for any reason or no reason.

Additional terms may apply for any content that you download from or upload to the Service. Any such additional terms will be made available to you prior to

initiating any applicable uploads or downloads.

2. Gravity Current Accounts

Your Gravity Current account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Gravity Current account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. By connecting to Gravity Current with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You may not allow any other party to access or use the Service with your unique username, password, or other security code. You must notify Gravity Current immediately of any breach of security or unauthorized use of your account. Gravity Current will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings in your account. By providing Gravity Current your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Gravity Current usernames are provided on a first-come, first-served basis and may not be offered for sale, sold, bought, solicited, or inactively held for future use. Inactive accounts may be renamed at any time without notification.

3. Service Rules

3.1 General

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Gravity Current servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) using any Gravity Current Content (as defined below), including any Gravity Current trademarks, in any manner that might tarnish, disparage, or reflect adversely on such Gravity Current Content; (xiv) using the Service or any Gravity Current Content (as defined) to support, incite or promote discrimination, hostility or violence; (xv) using any Gravity Current trademark or any variant thereof including misspellings as a domain name or as part of a domain name, as a metatag, keyword, or any other type of programming code or data; (xvi) adopting or using, without our prior written consent, any word or mark which is similar to or likely to be confused with Gravity Current trademarks; (xvii) copying, imitating or using, in whole or in part, the look and feel of the Service (including but not limited to all page headers, custom graphics, button icons, and scripts) without the prior written consent of Gravity Current; (xviii) using any Gravity Current Content to link to the Gravity Current website without the prior written consent of Gravity Current; or (xviv) framing or hotlinking to the Service or any content other than your own without the prior written consent of Gravity Current.

Unless otherwise expressly authorized, accessing the audiovisual content available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited. “Streaming” means a contemporaneous digital transmission of an audiovisual work via the Internet

from the Gravity Current Service to a User's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the User.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. If your account is terminated for any reason, you must obtain written authorization from Gravity Current prior to establishing another account. If you attempt to establish another account without obtaining such authorization, Gravity Current may permanently ban you from the Service. You may not have more than one active account at any time without the written consent of Gravity Current in each instance.

You are solely responsible for your interactions with other Gravity Current Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Gravity Current shall have no liability for your interactions with other Users, or for any User's action or inaction.

3.2 Anti-discrimination

Gravity Current does not support and will not tolerate its Service being used to discriminate against others, especially when based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin. You are not permitted to use the Service in a manner which would or would likely incite, promote or support such discrimination and you must not use the Service to incite or promote hostility or violence. If we believe in our sole determination that your use of the Service is being used to discriminate, especially if based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin, we may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason.

4. Our Proprietary Rights

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the "Gravity Current Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Gravity Current and its licensors. Unless otherwise expressly authorized, nothing in this Agreement shall be deemed to

create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Gravity Current Content. Use of the Gravity Current Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

5. Feedback

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Gravity Current under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Gravity Current does not waive any rights to use similar or related ideas previously known to Gravity Current, or developed by its employees, or obtained from sources other than you.

6. Paid Services

6.1 Billing Policies.

Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the pricing and payment listed on the Service which we may update from time to time. Gravity Current may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

6.2 No Refunds.

You may cancel your Gravity Current account at any time; however, there are no refunds for cancellation except in exceptional cases at the sole discretion of Gravity Current. In the event that Gravity Current suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any credits, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

6.3 Payment Information; Taxes.

All information that you provide in connection with a purchase or transaction or

other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, licenses, royalties, transactions, or other monetary transaction interactions.

7. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our [Privacy Policy](#) and to have your personal information collected, used, transferred to and processed in the United States.

8. Security

Gravity Current cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

9. DMCA Notice

Since we respect artist and content owner rights, it is Gravity Current's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Gravity Current's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Service;

- Information reasonably sufficient to permit Gravity Current to contact you, such as your address, telephone number, and, e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Gravity Current

Email:

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Gravity Current and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Gravity Current's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Gravity Current has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Gravity Current may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. Third-Party Links and Gravity Current Apps

The Service may contain:

- Links to third-party apps to install and use on Gravity Current;
- links to third-party websites, advertisers, services, special offers, or other events or activities,

that are not owned or controlled by Gravity Current.

Gravity Current does not endorse or assume any responsibility for any such third-party apps, sites, information, materials, products, or services. If you access a third-party app or website from the Service, you do so at your own risk, and you understand that this Agreement and Gravity Current's Privacy Policy do not apply to your use of such sites. Before installing an app to your Gravity Current account, please ensure you read and agree to the Terms and Conditions of the app. You expressly relieve Gravity Current from any and all liability arising from your use of any third-party app, website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Gravity Current shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

11. Indemnity

You agree to defend, indemnify and hold harmless Gravity Current and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity, or Intellectual Property Rights; (iv) your violation of any applicable law, rule, or regulation; (v) any content that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password, or other appropriate security code.

12. No Warranty

The service is provided on an “as is” and “as available” basis. Use of the service is at your own risk. To the maximum extent permitted by applicable law, the service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, Gravity Current, its subsidiaries, and its licensors do not warrant that the content is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service.

Gravity Current does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Gravity Current service or any hyperlinked website or service, and Gravity Current will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

13. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Gravity Current, its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this service. Under no circumstances will Gravity Current be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or your account or the information contained therein.

To the maximum extent permitted by applicable law, Gravity Current assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed,

transmitted, or otherwise made available through the service; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall Gravity Current, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Gravity Current hereunder or \$100.00, whichever is greater.

No action, regardless of form or nature, arising out of this agreement may be brought by or on behalf of you more than one (1) year after the cause of action first arose.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Gravity Current has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.

The Service is controlled and operated from its facilities in the United States. Gravity Current makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

14. Governing Law

You agree that: (i) the Service shall be deemed solely based in Texas; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Gravity Current, either specific or general, in jurisdictions other than Texas. This Agreement shall be governed by the internal substantive laws

of the State of Texas, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Travis County, Texas for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below. If you are a consumer, this agreement does not exclude any rights you may have under the national consumer laws of your jurisdiction.

15. Arbitration.

For any dispute with Gravity Current, you agree to first contact us at support@synesthesia.live and attempt to resolve the dispute with us informally. In the unlikely event that Gravity Current has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any Gravity Current claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Travis County, Texas, unless you and Gravity Current agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights. **All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this agreement, you and Gravity Current are each waiving the right to a trial by jury or to participate in a class action.**

16. General

16.1 Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Gravity Current without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

16.2 Notification Procedures and Changes to the Agreement.

Gravity Current may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Gravity Current in our sole discretion. Gravity Current reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Gravity Current is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Gravity Current may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

16.3 Entire Agreement/Severability.

This Agreement, together with the

- [End User License Agreement](#)
- [Privacy Policy](#)

any amendments and any additional agreements you may enter into with Gravity Current in connection with the Service, shall constitute the entire agreement between you and Gravity Current concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

16.4 No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing

waiver of such term or any other term, and Gravity Current's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

16.5 Contact.

Please contact us at support@synesthesia.live with any questions