

Specialtones Terms and Conditions of Use

Effective as of Sept. 9 2018

[Terms and Conditions of Use](#)

[1 Introduction](#)

[2 Changes to the Agreements](#)

[3 Enjoying Specialtones](#)

[3.1 Paid Subscription](#)

[3.2 Codes and other prepaid offers](#)

[3.3 Trials](#)

[4 Rights we grant you](#)

[5 Third party applications](#)

[6 Rights you grant us](#)

[7 User guidelines](#)

[8 Service limitations and modifications](#)

[9 Customer support](#)

[10 Payments and cancellations](#)

[11 Term and termination](#)

[12 Warranty and disclaimer](#)

[13 Limitation and time for filing](#)

[14 Third party rights](#)

[15 Entire agreement](#)

[16 Severability and waiver](#)

[17 Assignment](#)

[18 Indemnification](#)

[19 Choice of law, mandatory arbitration and venue](#)

[19.1 Governing Law / Jurisdiction](#)

[19.2 Arbitration Agreement](#)

[19.2.1 Dispute resolution and arbitration](#)

[19.2.2 Exceptions](#)

[19.2.3 No Class Or Representative Proceedings: Class Action Waiver](#)

[19.2.4 Arbitration rules](#)

[19.2.5 Notice](#)

[19.2.6 Enforceability](#)

[20 Contact us](#)

Welcome to Specialtones. Please read our Terms and Conditions of Use (“Terms”) and Privacy Policy carefully because they regulate the legal relationship between you and Specialtones. We are 100% committed to serving you with transparency.

1 Introduction

Thanks for choosing Specialtones (“Specialtones”, “we”, “us”, “our”). By signing up or otherwise using the Specialtones service, websites, and software applications (together, the “Specialtones Service” or “Service”), or accessing any content or material that is made available by Specialtones through the Service (the “Content”) you are entering into a binding contract with Specialtones.

The Specialtones Service includes interactive features. Use of the Specialtones Service relies on several technical requirements in order to provide value to our clients.

Your agreement with us includes these Terms and Conditions of Use (“Terms”) and our Privacy Policy. (The Terms, Privacy Policy, and any additional terms that you agree to, as discussed in the [Entire Agreement](#) section below, are referred to together as the “Agreements”.) If you wish to review the terms of the Agreements, the effective version of the Agreements can be found at <https://specialtones.com/terms-and-privacy>. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don’t agree with (or cannot comply with) the Agreements, then you may not use the Specialtones Service.

The Agreements cover important information about Specialtones Services provided to you and any charges, taxes, and fees we bill you. The Agreements include information about future changes to the Agreements, export controls, automatic renewals, limitations of liability, privacy information, a class action waiver, and resolution of disputes by arbitration instead of in court.

In order to use the Specialtones Service and access the Content, you need to (1) be 18 or older, or be 13 or older and have your parent or guardian’s consent to the Agreements, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. You also promise that any registration information that you submit to Specialtones is true, accurate, and complete, and you agree to keep it that way at all times.

2 Changes to the Agreements

Occasionally we may make changes to the Agreements. When we make material changes to the Agreements, we'll provide you with prominent notice as appropriate under the circumstances by displaying a prominent notice within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your subscription by accessing the "Subscription" option in the top menu of the App.

3 Enjoying Specialtones

Here's information about all the ways you can enjoy Specialtones.

3.1 Paid Subscription

Specialtones provides services offering a library of specialized music and other content such as a data collection tool and related features. Specialtones services are accessed after payment and referred to as the "Paid Subscription".

3.2 Codes and other prepaid offers

If you have purchased or received a code, gift card, prepaid offer or other offer provided or sold by or on behalf of Specialtones for access to a Paid Subscription ("Code"), separate terms and conditions presented to you along with the Code may also apply and you agree to comply with any such terms and conditions.

3.3 Trials

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a "Trial"). Specialtones reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For some Trials, we'll require you to provide your payment details to start the Trial. At the end of such trials, we may automatically start to charge you for the applicable paid

subscription on the first day following the end of the trial, on a recurring basis according to the subscription purchased. By providing your payment details in conjunction with the trial, you agree to this charge using such payment details. If you do not want this charge, you must cancel the applicable paid subscription through your Specialtones subscription page on your App or any other applicable means (see [Payments and Cancellations](#) below), or terminate your Specialtones account before the end of the trial. If you do not want to continue to be charged on a recurring basis, you must cancel the applicable paid subscription at your Specialtones subscription page, or terminate your specialtones account before the end of the recurring subscription period. Specialtones will not refund any fees that you have already paid. The Payments and Cancellations section establishes additional terms regarding cancellation of your paid subscription.

4 Rights we grant you

The Specialtones Service and the Content are the property of Specialtones, Inc. We grant you a limited, non-exclusive, revocable license to make use of the Specialtones Service, and a limited, non-exclusive, revocable license to make personal, non-commercial use of the Content (the “License”). This License shall remain in effect until and unless terminated by you or Specialtones. You promise and agree that you are using the Content for your own personal, non-commercial use and that you will not redistribute or transfer the Specialtones Service or the Content.

The Specialtones software applications and the Content are licensed, not sold, to you, and Specialtones retains ownership of all copies of the Specialtones software applications and Content even after installation on your personal computers, mobile handsets, tablets and/or any other devices (“Devices”).

All Specialtones trademarks, service marks, trade names, logos, domain names, and any other features of the Specialtones brand (“Specialtones Brand Features”) are the sole property of Specialtones, Inc. The Agreements do not grant you any rights to use any Specialtones Brand Features whether for commercial or non-commercial use.

You agree to abide by our [User Guidelines](#) and not to use the Specialtones Service, the Content, or any part thereof in any manner not expressly permitted by the Agreements. Except for the rights expressly granted to you in these Agreements, Specialtones grants no right, title, or interest to you in the Specialtones Service or Content.

Third party software (for example, open source software libraries) included in the Specialtones Service are licensed to you either under the Agreements or under the

relevant third party software library's license terms as published at <https://specialtones.com/third-party>.

5 Third party applications

The Specialtones Service is integrated with third party applications, websites, and services ("Third Party Applications") to make available supplementary services to you (like Google services, for instance). These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies.

6 Rights you grant us

In consideration for the rights granted to you under the Agreements, you grant us the right (1) to allow the Specialtones Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide pertinent contextual information to you. In any part of the Specialtones Service, the Content you view, including its selection and placement, may be influenced by agreements with third parties (like Google or Apple, for instance).

If you provide feedback, ideas or suggestions to Specialtones in connection with the Specialtones Service or Content ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Specialtones to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content. You retain ownership of all rights, including intellectual property rights, of the User Content you generate.

7 User guidelines

Specialtones respects intellectual property rights. So we've established a few ground rules for you to follow when using the Service, to make sure Specialtones stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

The following is not permitted for any reason whatsoever:

- copying, redistributing, reproducing, “ripping”, recording, transferring, performing or displaying to the public, broadcasting, or making available to the public any part of the Specialtones Service or the Content, or otherwise making any use of the Specialtones Service or the Content which is not expressly permitted under the Agreements or applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the Specialtones Service or the Content or any part of it;
- using the Specialtones Service to import or copy any local files you do not have the legal right to import or copy in this way;
- transferring copies of cached Content from an authorized Device to any other Device via any means;
- reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the Specialtones Service, Content or any part thereof unless permitted by applicable law;
- circumventing any technology used by Specialtones or any third party to protect the Content or the Service;
- selling, renting, sublicensing or leasing of any part of the Specialtones Service or the Content;
- circumventing any territorial restrictions applied by Specialtones;
- artificially manipulating the Services by using a script or other automated process;
- removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through the Specialtones Service (including for the purpose of disguising or changing any indications of the ownership or source of any Content);
- providing your password to any other person or using any other person’s username and password;
- “crawling” the Specialtones Service or otherwise using any automated means (including bots, scrapers, and spiders) to collect information from Specialtones; or
- selling a user account or playlist, or otherwise accepting any compensation, financial or otherwise.

Don’t engage in any activity or register and/or use a username, which is or includes material that:

- is offensive, abusive, defamatory, pornographic, threatening, or obscene;
- is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of Specialtones or a third party;
- includes your password or purposely includes any other user’s password or purposely includes personal data of third parties or is intended to solicit such personal data;
- includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user’s access to the Service;
- is intended to or does harass or bully other users;
- impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;

- involves the transmission of unsolicited mass mailings or other forms of spam (“spam”), junk mail, chain letters, or similar, including through the Specialtones inbox;
- involves commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorized by Specialtones;
- links to, references, or otherwise promotes commercial products or services, except as expressly authorized by Specialtones;
- interferes with or in any way disrupts the Specialtones Service, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Service or Specialtones’ computer systems, network, usage rules, or any of Specialtones’ security components, authentication measures or any other protection measures applicable to the Service, the Content or any part thereof; or
- conflicts with the Agreements, as determined by Specialtones.

You acknowledge and agree that posting any such User Content may result in immediate termination or suspension of your Specialtones account. You also agree that Specialtones may also reclaim your username for any reason.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately at <https://specialtones.com/customer-support> and change your password as soon as possible.

8 Service limitations and modifications

Specialtones will make all possible efforts to keep the Specialtones Service operational 100% of the time. Yet, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Specialtones reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Specialtones Service, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Specialtones Service or any function or feature thereof. You understand, agree, and accept that Specialtones has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. This section will be enforced to the extent permissible by applicable law. Specialtones may, from time to time, remove any such Content without notice to the extent permitted by applicable law.

9 Customer support

For customer support with account-related and payment-related questions (“Customer Support Queries”) please contact us through the Customer Support section of our website (<https://specialtones.com/customer-support>). We will use reasonable endeavours to respond to all Customer Support Queries within a reasonable time frame but we make no guarantees or warranties of any kind that any Customer Support Queries will be responded to within any particular time frame and/or that we will be able to satisfactorily answer any such queries.

10 Payments and cancellations

Paid Subscriptions may be purchased directly from Specialtones or through a third party either by (1) paying a monthly subscription fee; or (2) paying a 3-month subscription fee with applicable discount; or (3) paying a 6-month subscription fee with applicable discount.

Unless your Paid Subscription has been purchased with a Code, your payment to Specialtones will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your subscription page before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period. However, if you cancel your payment or Paid Subscription and/or terminate any of the Agreements before the end of the current subscription period, we will not refund any subscription fees already paid to us. The refund method will depend upon the payment method. If you believe you are entitled to receive a refund of any monies paid to Specialtones, please contact us through the Customer Support page on our website (<https://specialtones.com/customer-support>).

If you have purchased your Paid Subscription through a third party, your subscription is also subject to the terms of your agreement with that third party (in addition to these Terms). To cancel your subscription, you must cancel with that third party or directly on the subscription page on your App.

Specialtones may change the price for the Paid Subscriptions or Codes from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use the Specialtones Service

after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Specialtones Service prior to the price change going into effect. Please therefore make sure you read any such notification of price changes carefully.

If you purchased the Service through a third party and there are applicable price changes to your subscription we may not be able to update your subscription. In that case, your subscription will be canceled and you will have to resubscribe under the applicable price changes.

11 Term and termination

The Agreements will continue to apply to you until terminated by either you or Specialtones. Specialtones may terminate the Agreements or suspend your access to the Specialtones Service at any time, including in the event of your actual or suspected unauthorised use of the Specialtones Service and/or Content, or non-compliance with the Agreements. If you or Specialtones terminate the Agreements, or if Specialtones suspends your access to the Specialtones Service, you agree that Specialtones shall have no liability or responsibility to you, and Specialtones will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Specialtones account, please contact us through the [Customer Support](#) form available on our website. This section will be enforced to the extent permissible by applicable law. You may terminate the Agreements at any time.

12 Warranty and disclaimer

WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE SPECIALTONES SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. SPECIALTONES MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE SPECIALTONES SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT SPECIALTONES IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD

PARTY PROVIDERS OF THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE SPECIALTONES SERVICE. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM SPECIALTONES SHALL CREATE ANY WARRANTY ON BEHALF OF SPECIALTONES IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW. THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

13 Limitation and time for filing

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SPECIALTONES SERVICE IS TO UNINSTALL ANY SPECIALTONES SOFTWARE AND TO STOP USING THE SPECIALTONES SERVICE. WHILE SPECIALTONES ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO SPECIALTONES, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SPECIALTONES, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, OR SUPPLIERS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE SPECIALTONES SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER SPECIALTONES HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SPECIALTONES SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION

CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO SPECIALTONES DURING THE PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

Nothing in the Agreements removes or limits Specialtones' liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM AGAINST SPECIALTONES MUST BE COMMENCED BY FILING A DEMAND FOR ARBITRATION OR FILING AN INDIVIDUAL ACTION WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD.

14 Third party rights

You acknowledge and agree that certain distributors (such as Google Play providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you. Other than as set out in this section, the Agreements are not intended to grant rights to anyone except you and Specialtones, and in no event shall the Agreements create any third party beneficiary rights. Furthermore, the rights to terminate, revoke, or agree to any variation, waiver, or settlement of the Agreements are not subject to the consent of any other person.

15 Entire agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and Specialtones, the Agreements constitute all the terms and conditions agreed upon between you and Specialtones and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

Please note, however, that other aspects of your use of the Specialtones Service may be governed by additional agreements. That could include, for example, access to the Specialtones Service as a result of a gift card or free or discounted Trials. When you are

presented with an offer for such aspects of your use, you will be presented with any related additional agreement terms.

16 Severability and waiver

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Specialtones or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Specialtones' or the applicable third party beneficiary's right to do so.

17 Assignment

Specialtones may assign the Agreements or any part of them, and Specialtones may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

18 Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold Specialtones harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this Agreement; (2) any User Content; (3) any activity in which you engage on or through the Specialtones Service; and (4) your violation of any law or the rights of a third party.

19 Choice of law, mandatory arbitration and venue

19.1 Governing Law / Jurisdiction

The Agreements (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the Province of Ontario, Canada,

without regard to choice or conflicts of law principles. Further, you and Specialtones agree to the jurisdiction of the Niagara North Judicial District of Ontario, Canada, to resolve any dispute, claim, or controversy that relates to or arises in connection with the Agreements (and any non-contractual disputes/claims relating to or arising in connection with them) and is not subject to mandatory arbitration under Section 19.2.1.

Specialtones does not accept any codes of conduct as mandatory in connection with the services provided under this agreement.

19.2 ARBITRATION AGREEMENT

19.2.1 Dispute resolution and arbitration

You and Specialtones agree that any dispute, claim, or controversy between you and Specialtones arising in connection with or relating in any way to these Agreements or to your relationship with Specialtones as a user of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreements) will be determined by mandatory binding individual (not class) arbitration. You and Specialtones further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreements.

19.2.2 Exceptions

Notwithstanding the clause above (19.2.1), you and Specialtones both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a Canadian small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Arbitration Agreement does not stop you or us from bringing issues to

the attention of federal, provincial, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

19.2.3 No Class Or Representative Proceedings: Class Action Waiver

You and Specialtones agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both you and Specialtones agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

19.2.4 Arbitration rules

Either you or we may start arbitration proceedings. Any arbitration between you and Specialtones will take place under the Consumer Arbitration Rules of the Canadian Arbitration Association ("CAA") then in force (the "CAA Rules").

19.2.5 Notice

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Specialtones' address for Notice is: Specialtones, 325 Welland Ave, Suite 220, Ste. Catharines, ON, L2R 2R2, Canada. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Specialtones may commence an arbitration proceeding. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

19.2.6 Enforceability

If this Arbitration Agreement is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in Section 19.1 shall govern any claim in court arising out of or related to the Agreements.

20 Contact us

If you have any questions concerning the Specialtones Service or the Agreements, please contact us through the Specialtones Customer Support page on our website or send an email to special@specialtones.com.

Thank you for reading our Terms and Conditions of Use!

Specialtones Inc.
325 Welland Ave, Suite 220
Ste. Catharines, ON, L2R 2R2
Canada