

Subscription Agreement

This Subscription Agreement ("Agreement") is made this DATE* day of MONTH*, YEAR*, by and between NAME OF SUBSCRIBER* ("Subscriber"), principally located at ADDRESS OF SUBSCRIBER* and Think Hearing, Inc., an Illinois corporation, principally located at 16111 W Red Cloud Drive, Lockport, Illinois 60441.

WHEREAS, Think Hearing, Inc. administers and operates the website www.thinkhearing.org ("Website").

WHEREAS, Think Hearing, Inc. provides educational information on the Website that is comprised of videos, publications and other materials related to hearing and hearing wellness.

WHEREAS, Think Hearing, Inc. does not provide any medical advice, medical services, or medical opinions.

WHEREAS, Think Hearing, Inc. provides a subscription based listing service on the Website for Hearing Care Professionals to promote and advertise their hearing services.

WHEREAS, Subscriber is a Hearing Care Professional.

WHEREAS, pursuant to the terms of this Agreement, Subscriber intends to promote and advertise on the Website.

NOW THEREFORE, Think Hearing, Inc. and Subscriber, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. **Recitals.** The recitals herein listed above are made a part of this Agreement.
2. **Website Administration.** For the duration of this Agreement, Think Hearing, Inc. shall administer and operate the Website with the intended goal of providing hearing

wellness educational information. Think Hearing, Inc. will use commercially reasonable efforts to conduct Website maintenance and upgrades during non-peak hours of Website usage.

3. **Listing Services.** Think Hearing, Inc. shall list Subscriber's name, credentials, address, telephone number, web address and photograph, or logo, as provided by Subscriber, on the Website ("Listing"). Think Hearing, Inc. shall utilize search criteria provided by Website visitors to arrange, organize and display the Listing among any other listings within a defined geographic area, as determined by Think Hearing, Inc. Think Hearing, Inc. shall have the sole right, discretion and control to determine such defined geographic area. Think Hearing, Inc. shall organize and display all listings within such defined geographic area in the chronological order in which all active subscribers have entered into subscription agreements with Think Hearing, Inc.

4. **Control of Listing.** Think Hearing, Inc. shall have the sole right, discretion and control to determine the design, content, size, geographic coverage and appearance of the Website and any information provided on the Website, including any Listing. Think Hearing, Inc. reserves the right, but does not assume the obligation, to review the content submitted by Subscriber. Any content provided by Subscriber shall comply with any Privacy Policy, Website Terms of Use, Code of Conduct, and other guidelines of Think Hearing, Inc., as may be implemented and updated from time to time. Think Hearing, Inc. reserves the right to modify, cancel, or reject any Listing, or any portion thereof, at any time and for any reason.

5. **Subscription Fees.** In exchange for the Listing provided by Think Hearing, Inc. on the Website, Subscriber shall pay to Think Hearing, Inc. TYPEWRITTEN DOLLAR AMOUNT* and no/100 (\$NUMERICAL DOLLAR AMOUNT*) for a Listing term of 12 months, or TYPEWRITTEN DOLLAR AMOUNT* and no/100 (\$NUMERICAL DOLLAR

AMOUNT*) for a Listing term of 24 months, or TYPEWRITTEN DOLLAR AMOUNT* and no/100 (\$NUMERICAL DOLLAR AMOUNT*) for a Listing term of 36 months. Subscriber shall pay the entire subscription fee to Think Hearing, Inc. prior to the beginning of the Listing term. Upon thirty (30) days written notice to Subscriber before the expiration of Subscriber's then-current Listing term, Think Hearing, Inc. may increase the subscription fees for any subsequent Listing term. In the event Think Hearing, Inc. ceases to administer and operate the Website pursuant to the terms of this Agreement, Think Hearing, Inc. shall provide a pro-rated refund to Subscriber of the amount paid for Subscriber's then-current Listing term. The amount of the pro-rated refund shall be determined by multiplying the total amount paid for the then-current Listing term by the number of months remaining in the then-current Listing term divided by the total months of the then-current Listing term.

6. **Automatic Renewal.** Think Hearing, Inc. may automatically renew Subscriber's Listing for a term equal to the then-current Listing term unless Subscriber notifies Think Hearing, Inc., in writing, at least thirty (30) days before the expiration of the then-current Listing term, to cancel the Listing or modify the duration of the Listing term upon expiration of the then-current Listing term.

7. **Cancellation By Subscriber.** Subscriber may cancel its Listing by providing written notice of cancellation to Think Hearing, Inc. Upon cancellation, Think Hearing, Inc. shall remove Subscriber's Listing from the Website. In the event of Subscriber cancellation, Subscriber shall be responsible for full payment of the Listing for the remainder of the then-current Listing term. Think Hearing, Inc. will not provide a refund for Listings cancelled by Subscriber before the expiration of the then-current Listing term.

8. **Cancellation by Think Hearing, Inc.** Think Hearing, Inc. may cancel Subscriber's Listing at any time, and for any reason, without prior notification. Upon cancellation, Think Hearing, Inc. shall remove Subscriber's Listing from the Website. Upon cancellation, Think Hearing, Inc. shall provide a pro-rated refund to Subscriber of the amount paid for the then-current Listing term. The amount of the pro-rated refund shall be determined by multiplying the total amount paid for the then-current Listing term by the number of months remaining in the then-current Listing term divided by the total months of the then-current Listing term.

9. **Subsequent Listing After Cancellation.** In the event Subscriber orders a subsequent Listing after non-renewal or cancellation of a prior Listing, such subsequent Listing shall be deemed an entirely new business transaction with Think Hearing, Inc. In such case, Subscriber's subsequent Listing shall not retain any chronological priority established by Subscriber's prior Listing. Subscriber's subsequent Listing shall not be entitled to any benefit or priority as a result of Subscriber's prior Listing.

10. **Payment terms.** Think Hearing, Inc. may apply payments from Subscriber, or monies owed to Subscriber, toward amounts owed under this Agreement. Think Hearing, Inc. is authorized to act on payment instructions received by Subscriber. By providing Think Hearing, Inc. with banking, credit card, debit card or other financial information, Subscriber authorizes Think Hearing, Inc. to initiate debits against Subscriber's financial account(s) or charge Subscriber's credit card for the subscription fees described in Paragraph 5, whether periodic or one-time payments. This authorization will remain in force until Subscriber revokes this authorization in writing or cancels its Listing. Subscriber shall provide Think Hearing, Inc. complete and accurate billing and contact information at all times, including Subscriber's legal

name, street address, email address, and name and telephone number of an authorized billing contact. All fees are payable in U.S. Dollars.

11. **Subscriber Warranties.** Subscriber represents and warrants that: i) Subscriber owns the Listing content or otherwise has the authority and approval to provide such Listing content; ii) the Listing content does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights or any other rights of any person or entity; iii) the Listing content is truthful and not misleading or inaccurate; iv) Subscriber is and will continue to be in compliance with all laws and licensing requirements concerning the provision of hearing wellness services; v) Subscriber has and will maintain all licenses, degrees, certificates and authorizations necessary to provide hearing wellness services; and vi) Subscriber will be solely responsible for any and all communications, transactions, relationships and business dealings originated through the Website. Subscriber shall notify Think Hearing, Inc., in writing, immediately upon discovery that any of the above representations and warranties is not true, or no longer valid or accurate. Subscriber acknowledges that Think Hearing, Inc. does not verify, confirm, adopt or sanction any Listing content, and that Subscriber bears all risks associated with such Listing content.

12. **Disclaimer of Warranties.** Think Hearing, Inc. will make commercially reasonable efforts to ensure a reliable operational schedule and timely correction of inaccurate content on the Website. The Website and Listing service is provided on an “as is” and “as available” basis and Think Hearing, Inc. disclaims all warranties, including the warranties of merchantability, and fitness for a particular purpose and non-infringement. Think Hearing, Inc. disclaims all responsibility for any damages, injuries, or losses of any kind resulting from, arising out of, or in any way related to i) any errors or omissions on the Website; ii) the

unavailability of the Website; iii) Subscriber's use of the Website; and iv) Subscriber directly or indirectly accessing any third party websites or content therein through the Website.

13. **Limitation of Liability.** To the maximum extent permitted by law, Think Hearing, Inc. disclaims and shall not be liable, whether in contract, tort, or otherwise, for any damages, injuries, or losses, including without limitation, lost profits, indirect, incidental, consequential, special, punitive or exemplary damages arising out of or in any way connected with this Agreement or the Listing. Without limiting the above, Think Hearing, Inc.'s maximum, aggregate liability arising out of or in connection with this Agreement or the Listing services shall in no event exceed the amount paid by Subscriber for the then-current Listing term.

14. **Indemnification.** Subscriber shall indemnify, defend and hold harmless Think Hearing, Inc., its officers, directors, shareholders, employees, agents, licensors, suppliers and any other providers to the Website from any and all loss, injury, liability, claim, expense, cost, damage or demand, including reasonable attorney's fees, made by any third party due to or arising out of this Agreement, Subscriber's Listing, and any goods or services provided by Subscriber.

15. **Notice.** All notices to Think Hearing, Inc. must be in writing and delivered to Think Hearing, Inc. by email at: hello@thinkhearing.org, or by U.S. mail or overnight carrier at 16111 W Red Cloud Drive, Lockport, IL 60441. All notices to Subscriber shall be sent by email at: SUBSCRIBER EMAIL ADDRESS*, or by U.S. mail or overnight carrier at SUBSCRIBER MAILING ADDRESS*. Either party may modify the email address or address for notice by providing a written change of email address or address to the other party.

16. **Governing Law; Jurisdiction; Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois. Subscriber and Think

Hearing, Inc. hereby consent to exclusive venue and jurisdiction for actions concerning or relating to this Agreement in the federal or state courts of Will County, Illinois. Subscriber and Think Hearing, Inc. submit to the jurisdiction of said courts and waive any defense of forum non conveniens. Subscriber and Think Hearing, Inc. waive all rights to jury trial.

17. **Assignments.** Neither Think Hearing, Inc. nor Subscriber may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent. Notwithstanding the foregoing, Think Hearing, Inc. may assign this Agreement, together with all rights and obligations under this Agreement, without the Subscriber's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

18. **Force Majeure.** Think Hearing, Inc. shall not be responsible for any delay, failure or unavailability of the Website from causes outside the reasonable control of Think Hearing, Inc., such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of fuel, energy, labor or materials.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between Think Hearing, Inc. and Subscriber and supersedes all prior agreements, whether express or implied, written or oral. This Agreement may be amended only in writing by an authorized representative of Think Hearing, Inc. and Subscriber.

20. **Survival/Severability of Terms.** The provisions of Paragraph 9 (Subsequent Listing After Cancellation), Paragraph 11 (Subscriber Warranties), Paragraph 121 (Disclaimer of Warranties), Paragraph 13 (Limitation of Liability), Paragraph 14 (Indemnification), Paragraph 15 (Notice), Paragraph 16 (Governing Law; Jurisdiction; Venue), Paragraph 17 (Assignment), Paragraph 18 (Force Majeure), Paragraph 19 (Entire Agreement, and this Paragraph 20

(Survival/Severability of Terms) shall survive expiration or cancellation of this Agreement regardless of the manner in which this Agreement is expired or cancelled. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, Think Hearing, Inc. and Subscriber agree that the court should endeavor to give effect to the intentions as reflected in the provision; all other provisions of this Agreement shall remain in full force and effect.

21. **Electronic Acceptance.** If available, Think Hearing, Inc. and Subscriber consent to do business electronically and this Agreement, and any amendments hereto, may be signed by electronic signature, or other electronic means equivalent to an electronic signature.

This Agreement is entered into between NAME OF SUBSCRIBER* and Think Hearing, Inc. on the date first provided on page one (1) of this Agreement.

NAME OF SUBSCRIBER*

By: /s/NAME OF SIGNER* (PERHAPS CHECK BOX WILL FILL ELEC. SIG.)

Printed Name: NAME OF SIGNING PARTY*

Its: TITLE OF SIGNING PARTY IN RELATIONSHIP TO SUBSCRIBER*

Think Hearing, Inc.

By: _____

Printed Name: _____

Its: _____