

TERMS AND CONDITIONS OF USE – SONARIASTORE

1. Purpose, Scope, and Acceptance

1.1. These Terms and Conditions (the “Terms”) govern access to and use of the website, applications, and interfaces operated by Sonariastore (the “Site”), dedicated to the sale and download of podcast episodes (the “Content”).

1.2. The purchase of Content grants the buyer a license to use it in accordance with these Terms; it does not imply transfer of ownership or assignment of copyrights or related rights in the files.

1.3. Accessing, browsing, or using the Site constitutes full acceptance of these Terms. When access or purchase is made on behalf of a legal entity, the acting individual represents and warrants that they have sufficient authority to bind such entity.

1.4. Sonariastore may modify these Terms at any time by posting updates on the Site. Changes shall apply from the time of publication to subsequent purchases and uses.

1.5. These Terms do not limit mandatory consumer rights applicable under the laws of each jurisdiction.

2. Definitions

For purposes of these Terms:

- a) **User:** any person accessing, browsing, or using the Site.
- b) **Client or Licensee:** the User who purchases Content through the Site and obtains the corresponding license.
- c) **Content:** podcast episodes and other audio files available on the Site for download, including metadata, artwork, descriptions, and associated materials.
- d) **License:** a non-exclusive, non-transferable license authorizing listening to and downloading the Content for personal use, without the right to redistribute, publicly communicate, broadcast, synchronize in third-party works, or mass-publish.
- e) **Technical Measures/DRM:** rights management systems, watermarks/fingerprints, access controls, download or device limits, geographic filters, and other protection technologies implemented on the Site or Content.
- f) **Payment Providers:** third parties processing payments and confirming transactions on behalf of Sonariastore.
- g) **Account:** profile and credentials created by the User/Client to operate on the Site (purchase, download, and, where applicable, re-download Content).

3. Registration, Purchases, Payments, Delivery, and Refunds

3.1. Account. Creating an Account may be required to obtain licenses. The User represents that the information provided is true, accurate, and up-to-date, and agrees to maintain it current. Accounts are personal and non-transferable.

3.2. Purchase Process. The process includes: (i) selecting Content; (ii) generating a payment reference or other enabled methods; (iii) payment confirmation by the Payment Provider; and (iv) enabling download of the file.

3.3. Payment Methods. Available methods may include payment references at participating merchants, bank transfers, and/or other methods Sonariastore may enable or modify in the future. Acceptance of payments by Payment Providers is governed by their terms.

3.4. Prices and Taxes. Published prices may not include applicable taxes, fees, withholdings, or charges. The Client is responsible for any applicable taxes under their jurisdiction or the Payment Provider's jurisdiction.

3.5. Delivery and Availability. Upon payment confirmation, download is enabled, and the Client may retain the file according to the license. Sonariastore may, as an operational convenience, allow re-download from the Account; however, future availability for re-download is not guaranteed (the catalog may change, be removed, or be restricted by legal or contractual obligations). It is recommended to download immediately after purchase and maintain reasonable personal backup copies.

3.6. Final Sales; Support and Replacement. Due to the digital nature of the Content, all sales are final, and returns or refunds are not accepted once download is enabled, without prejudice to mandatory consumer rights. If the file is defective or download fails for technical reasons, Sonariastore may replace or substitute the Content at no additional cost, upon reasonable verification of the issue.

3.7. Fraud/Non-Compliance. Sonariastore may suspend or cancel Accounts and/or transactions in cases of suspected fraud, misuse of payment methods, unjustified payment disputes, or violation of these Terms.

3.8. Compatibility. The Client is responsible for verifying the compatibility of the Content with their devices and players (see Section 8.1 on compatibility and availability).

4. License Grant, Permitted and Prohibited Uses

4.1. Ownership and Nature of License. All copyrights and related rights in the Content belong to Sonariastore and/or its licensors. Purchase grants the Client a License; it does not transfer ownership or grant rights beyond those expressly provided.

4.2. Territorial and Temporal Scope. Unless otherwise indicated, the License is worldwide and perpetual for the Client's personal use, subject to these Terms.

4.3. Subjective Scope. The License authorizes use by the Client on their own devices and, when applicable, by family members or cohabitants under their direct control, strictly for personal, non-commercial use. It does not authorize making the Content available to third parties outside this scope.

4.4. Permitted Uses:

- a) Listening to Content via streaming or locally on the Client's devices;
- b) Downloading Content, when available, for offline listening on the Client's devices;
- c) Reasonable personal backup copies, provided access is not granted to third parties;
- d) Migration of the file to other Client devices, maintaining personal use purposes.

4.5. Prohibited Uses (illustrative, not exhaustive):

- a) Public communication of Content (e.g., in commercial premises, offices open to the public, events, exhibitions);
- b) Broadcasting, retransmission, webcast, or any form of providing Content to third parties, live or on-demand;
- c) Partial or total synchronization of Content in audiovisual works, personal or third-party podcasts, advertisements, "shorts," "reels," audiograms, social media pieces, or other works intended for public publication;
- d) Resale, sublicense, assignment, lending, rental, or independent redistribution of the source file, or inclusion in libraries/collections whose main value is the Content;
- e) Uploading the file or fragments to third-party services (audio platforms, public cloud, repositories, P2P networks, forums) or sharing links/files enabling third-party access/download;
- f) Circumventing, neutralizing, or modifying Technical Measures/DRM, bypassing territorial restrictions, removing rights notices or metadata, or interfering with audio fingerprinting systems;
- g) Decompiling, extracting, sampling, or transforming the Content to create derivative works whose main value is the original Content, or to evade audio recognition systems;
- h) Data mining, transcription/translation, and publishing of podcast content (text or audio) for distribution to third parties or public exploitation, without prior written authorization from Sonariastore;
- i) AI training, dataset creation, or use in recognition/generation systems without prior written authorization from Sonariastore.

4.6. Geography and Technical Measures. Portions of the Content may have territorial restrictions. Sonariastore may apply geographic filters and other Technical Measures/DRM to enforce such restrictions, which the Client agrees not to circumvent.

4.7. Commercial Use and Synchronization – Separate Agreement. Any use of Content beyond the License (including public communication, broadcast, synchronization, or third-party exploitation) requires a separate commercial license agreement in writing with specific terms regarding scope, territory, duration, and compensation. Until such agreement is signed, such uses are prohibited.

4.8. Usage Verification. Sonariastore may request reasonable evidence from the Client demonstrating compliance with the License.

5. Specific Provisions for Podcast Content

5.1. Related Rights and Additional Licenses. The License does not include rights of public performance, broadcasting, making available, or synchronization. Where such uses require collective management licenses (e.g., performers' or phonogram producers' rights) or other local authorizations, the Client shall obtain them independently and bear any associated costs.

5.2. Music and Third-Party Elements. If Content contains music, sound effects, voices, trademarks, or other third-party works, rights granted by Sonariastore are limited to personal use. Permissions for public exploitation or incorporation into third-party works require a separate, written commercial license.

5.3. Content Warnings. Some podcasts may include strong language, sensitive descriptions, or adult themes. By purchasing Content, the Client acknowledges receiving such material and agrees not to make it available to minors without proper supervision or legal authorization.

5.4. Transcription, Translation, and Extraction. Transcribing, translating, subtitling, summarizing for publication, or extracting Content for distribution to third parties or public exploitation is prohibited, except with prior written authorization from Sonariastore. This does not prevent making accessible copies as required under applicable accessibility laws for persons with disabilities.

5.5. Content Integrity and Updates. Sonariastore may edit or update episodes for technical, legal, or editorial reasons (e.g., corrections, removal of segments subject to rights claims or data protection). Sonariastore is not obligated to notify each Client individually or maintain historical versions available for download.

5.6. Technical Specifications. Content is delivered in standard consumer audio formats (e.g., MP3/M4A/WAV) with variable bitrates depending on the episode. Quality or

metadata may vary between episodes or over time, which does not constitute a breach by Sonariastore.

5.7. Feeds, Indexing, and Scraping. The following is prohibited: (i) reproducing or redistributing feeds, listings, or episode catalogs; (ii) mass indexing, scraping, or data mining of the Site or its metadata to build databases, directories, search engines, repositories, or third-party services; (iii) any systematic extraction intended to replicate the offering or enable unauthorized access to Content.

6. Intellectual Property and Infringement Reports

6.1. General Ownership. All software, source code, interfaces, designs, logos, trademarks, databases, texts, images, sound materials, functionalities, and any other elements incorporated into the Site are the exclusive property of Sonariastore and/or its licensors and are protected under applicable intellectual property and industrial property laws and international treaties.

6.2. Scope of Rights. Use of the Site and acquisition of Content licenses does not confer on the User or Client any intellectual or industrial property rights in the Site or Content, except as strictly authorized by the License or, if applicable, by a separate written commercial license. No provision in these Terms shall be interpreted as a waiver, transfer, or assignment of rights by Sonariastore or its licensors.

6.3. Specific Prohibitions Regarding the Site. Without prior written authorization from Sonariastore, the following is prohibited:

- a) Reproducing, distributing, publicly communicating, making available, modifying, transforming, decompiling, reverse engineering, or exploiting in any way the Site's software, systems, or design;
- b) Using Sonariastore's trademarks, trade names, or distinctive signs in a manner likely to cause confusion regarding ownership or affiliation;
- c) Incorporating the Site or its Content into external databases, indexing services, automated data extraction systems, or scraping/mining tools.

6.4. Third-Party Content and Opinions. Some Content may include opinions, comments, interviews, or statements from third parties.

6.5. Notification of Alleged Infringements. Any person or entity believing that Content or elements of the Site infringe their rights or those of third parties may submit a formal notice to Sonariastore via the contact channels provided on the Site, including at minimum:

- a) Identification of the rights holder allegedly infringed, and proof of representation if applicable;
- b) Clear identification of the allegedly infringing Content (title, internal code, and/or locator);
- c) Description of the allegedly infringed right and basis of the claim;
- d) Complainant contact details (full name, address, email, and phone number);
- e) Express declaration of good faith that the use is unauthorized by the rights holder, their representative, or by law;
- f) Declaration, under penalty of perjury, that the information provided is accurate and that the complainant is entitled or authorized to act on behalf of the rights holder.

6.6. Sonariastore Actions. Upon receiving a valid notice, Sonariastore may, at its sole discretion, remove or disable access to the disputed Content temporarily or permanently while reviewing the matter and may contact the alleged infringer to obtain their position. Sonariastore may retain records of the notice and actions taken.

6.7. Repeat Infringement. Sonariastore reserves the right to suspend or cancel Accounts of Users/Clients who repeatedly engage in infringing activities or whose conduct poses significant risks to third-party rights or the integrity of the Site.

7. Additional Prohibitions and Measures Against Violations

7.1. Conduct on the Site. Users and Clients agree to use the Site in compliance with the law, morality, and these Terms. Specifically, it is prohibited to:

- a) Use the Site for fraudulent, unlawful, defamatory, abusive, discriminatory, threatening, or public order-violating purposes;
- b) Interfere with, manipulate, or compromise the security of the Site, its systems, servers, networks, other Users' accounts, or associated payment processes;
- c) Introduce viruses, trojans, worms, logic bombs, bots, crawlers, scrapers, or other automated systems that may damage, overload, or interfere with Site operations;
- d) Create, register, or use multiple Accounts to circumvent restrictions, simulate transactions, or misuse Content;
- e) Collect, store, or use data from other Users without consent;
- f) Attempt to circumvent territorial restrictions, download or device limits, fingerprints, or DRM;
- g) Use "stream ripping" tools, system audio capture, pitch/tempo alteration, or other means intended to bypass technical protection measures.

7.2. Improper Use of Content. In addition to Section 4, it is expressly prohibited to:

- a) Share, redistribute, resell, or sublicense Content or source files independently or as part of libraries, collections, templates, or packages whose main value is Content;

- b) Upload Content to third-party platforms (including social media, cloud repositories, or music/podcast services) when such access, download, or exploitation is possible outside the License;
- c) Use Content to train AI models, create datasets, or recognition/generation systems without express written authorization from Sonariastore.

7.3. Measures Against Violations. In case of breach of these Terms, Sonariastore may, at its sole discretion and without prejudice to other actions:

- a) Temporarily suspend the User or Client Account;
- b) Permanently cancel the Account and revoke granted licenses without obligation to refund;
- c) Withhold pending payments or cancel transactions if fraud or misuse is suspected;
- d) Implement technical measures to block access to the Site or Content;
- e) Notify affected third parties or competent authorities when applicable;
- f) Initiate legal actions to enforce obligations, claim damages, and/or seek injunctive relief.

7.4. Collaboration with Authorities. Sonariastore may inform competent authorities of suspected illegal activities and cooperate in investigation and prosecution, providing records and data as permitted by law.

7.5. No Waiver. Failure or tolerance by Sonariastore regarding a specific breach does not constitute a waiver of the right to enforce compliance in the future, nor affect the validity of the relevant provisions of these Terms.

8. Responsibilities, Warranties, and Limitation of Liability

8.1. Availability, Quality, and Compatibility. Sonariastore will make reasonable efforts to maintain the Site as available, secure, and functional. Users and Clients acknowledge that interruptions, delays, technical failures, scheduled or unscheduled maintenance, or third-party incidents may occur. Sonariastore does not guarantee uninterrupted availability, error-free operation, or compatibility of the Site or Content with all devices, operating systems, players, formats, or software versions of the Client.

- 8.2. Content Warranties.**
- a) Sonariastore warrants that it owns or has obtained the necessary rights to license the Content under these Terms and the License;
 - b) Sonariastore does not guarantee that the Content is suitable for a specific purpose of the Client or that it will meet their particular needs; the Client is responsible for evaluating the suitability of the Content prior to purchase;
 - c) Sonariastore does not guarantee that the Client's use of the Content is free from additional requirements in all contexts or territories. For uses involving public performance, broadcasting, making available, synchronization, or other uses subject to collective management, related rights, or other local permissions, the Client must

independently obtain any necessary authorizations, licenses, or payments applicable in the relevant territory;
d) When Content includes trademarks, third-party works, performances, phonograms, or other protected elements, the Client assumes responsibility for obtaining additional permissions if required.

8.3. Client Responsibility. The Client agrees to:

- a) Use the Site and Content in accordance with these Terms, the License, and applicable law;
- b) Respect the limits of the acquired license and implement reasonable measures to prevent unauthorized access or use by third parties;
- c) Maintain the confidentiality of their credentials and be responsible for all operations performed under their Account.

8.4. Limitation of Liability.

- a) To the fullest extent permitted by law, Sonariastore shall not be liable to the User, Client, or third parties for indirect, incidental, consequential, punitive, or special damages, including loss of profits, data, clientele, business opportunities, compatibility failures, or any other harm arising from the use or inability to use the Site or Content;
- b) Sonariastore's total liability to the Client, regardless of cause or basis, shall be limited to the amount actually paid for the Content giving rise to the claim;
- c) Nothing in these Terms excludes or limits Sonariastore's liability for fraud, gross negligence, or other liabilities that cannot be excluded or limited under applicable law.

8.5. Disclaimer of Professional Advice. Content on the Site is provided for creative, informational, or entertainment purposes. Sonariastore does not provide medical, legal, financial, or other professional advice, nor guarantees the truthfulness or accuracy of opinions or statements expressed in podcasts. Clients and Users are responsible for verifying the suitability of the Content for their purposes.

8.6. Technological Risks. Internet use involves inherent risks (e.g., unauthorized access, communication interception, data loss or alteration). Sonariastore applies reasonable security measures, but no system is entirely secure. Users and Clients accept these risks and agree to implement protective measures on their own systems and devices.

9. Personal Data Protection and Privacy

9.1. Data Processing. Processing of personal data collected through the Site shall be governed exclusively by Sonariastore's Privacy Policy, which is incorporated herein by reference.

9.2. Acknowledgment. By using the Site, Users and Clients acknowledge having read, understood, and accepted the Privacy Policy, available at: [<https://sonaria.shop/>].

9.3. Precedence. In case of discrepancy between these Terms and the Privacy Policy regarding data protection, the provisions of the Privacy Policy shall prevail.

10. Governing Law and Jurisdiction

10.1. Governing Law. These Terms shall be governed and interpreted in accordance with the laws of Saint Vincent and the Grenadines, without regard to conflict-of-law rules.

10.2. Jurisdiction. Any controversy, claim, or dispute arising out of or related to these Terms, the Site, or the Content shall be submitted exclusively to the competent courts of Saint Vincent and the Grenadines, to which the parties irrevocably submit.

10.3. Waiver of Class Actions. To the maximum extent permitted by law, Users and Clients expressly waive any right to initiate class actions, joint claims, or representative proceedings against Sonariastore and agree to resolve claims solely on an individual basis.

11. Force Majeure

11.1. Non-Liability. Sonariastore shall not be liable for failure or delay in performing its obligations when due to force majeure or acts of God.

11.2. Examples of Force Majeure. Without limitation, force majeure includes natural disasters, fires, floods, earthquakes, storms, strikes or labor conflicts, terrorist acts, war or armed conflict, electrical failures, telecommunications or internet interruptions, cyberattacks, pandemics, government measures, regulatory changes, embargoes, international trade restrictions, or any event beyond reasonable control of Sonariastore or its suppliers.

11.3. Temporary Suspension. In such cases, Sonariastore may temporarily suspend the Site or service provision without entitlement to refund, compensation, or indemnity.

11.4. Resumption of Services. Upon cessation of the force majeure event, Sonariastore shall resume service provision to the extent possible.

12. Indemnification

12.1. Obligation to Indemnify. Users and Clients agree to defend, indemnify, and hold harmless Sonariastore, its officers, employees, partners, licensors, collaborators, and

suppliers from any claim, action, sanction, damage, loss, cost, or expense (including reasonable legal fees) arising from or related to:

- a) Use of the Site or Content in violation of these Terms or the License;
- b) Infringement of intellectual property rights or third-party image/voice rights;
- c) Public performance, broadcasting, synchronization, or making Content available without the applicable separate, written commercial license;
- d) Non-compliance with applicable legal obligations, including related rights, collective management, advertising, and data protection.

13. Termination

13.1. Sonariastore's Right. Sonariastore may, at any time and at its sole discretion, suspend or terminate access to the Site, the User/Client Account, and/or acquired Content in the following cases:

- a) Breach of these Terms;
- b) Misuse or fraudulent use of the Site or Content;
- c) Prolonged Account inactivity for more than twelve (12) consecutive months;
- d) Requirement by competent authority;
- e) Security, data protection, or platform integrity reasons;
- f) Sonariastore's decision to cease operations, with reasonable prior notice.

13.2. Effects of Termination.

- a) If termination is due to Client breach, Sonariastore may revoke the license and disable access to Content without refund obligation;
- b) Termination does not affect obligations that by nature must survive (e.g., limitation of liability, indemnification, governing law);
- c) In cases of termination not attributable to Client breach, Sonariastore shall respect licenses already granted under the terms acquired until the termination date.

13.3. Client Termination. Clients may terminate their Account at any time using the Site's tools, without entitlement to a refund for previously purchased licenses.

14. Separation Between Site Use and Content License

14.1. No Automatic Rights. Accessing and browsing the Site does not, by itself, grant any rights to use the Content available.

14.2. Acquisition of Rights. Users acquire usage rights only upon completing the purchase and obtaining the License in accordance with these Terms.

14.3. Authorized Use Only. No Content may be downloaded, copied, stored, or used other than for authorized viewing or downloading, except as strictly permitted under the License.

14.4. Content Changes. Sonariastore may remove, modify, or replace Content in the catalog at any time. Such removal does not entitle the User or Client to compensation, without prejudice to Content already acquired under the terms in force at the time of purchase.

15. Confidentiality

15.1. Obligation of Confidentiality. The Client agrees to keep confidential any commercial terms, specific conditions, preferential rates, coupons, discounts, special agreements, or other non-public information that Sonariastore may provide individually or personally.

15.2. Exceptions. The confidentiality obligation does not apply to information that: (i) is publicly available; (ii) was lawfully known by the Client prior; (iii) is independently obtained; or (iv) must be disclosed by law or competent authority, with prior notice to Sonariastore when legally possible.

15.3. Permitted Use. The Client shall use confidential information exclusively for fulfilling the contractual relationship with Sonariastore.

15.4. Duration. This obligation shall remain in effect during the contractual relationship and for one (1) year following its termination.

16. General Provisions

16.1. Entire Agreement. These Terms, together with the Privacy Policy, constitute the entire agreement between Sonariastore and the User/Client and supersede any prior agreements related to the same subject matter.

16.2. Severability. If any provision is declared invalid, illegal, or unenforceable, it shall be considered removed without affecting the validity of the remaining provisions.

16.3. Assignment. Users/Clients may not assign or transfer rights or obligations under these Terms without prior written consent from Sonariastore. Sonariastore may assign or transfer its rights/obligations without prior notice, particularly in the event of a merger, acquisition, reorganization, or transfer of assets.

16.4. Notices. All communications related to these Terms must be made in writing through the contact channels provided on the Site. Sonariastore may notify Users/Clients via the email associated with their Account or through notices on the Site.

16.5. Language. These Terms may be made available in different languages. In case of discrepancy, the Spanish version shall prevail.

16.6. Effective Date. These Terms take effect upon publication on the Site and remain in force while the User/Client uses the Site or maintains an active Account.