

Terms of use (updated: 01/01/2016)

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8. AMENDMENT

At any time, we may amend these Terms of use (including by modification, deletion and/or addition of any portion thereof). If we make a material amendment to these Terms of use, we will notify you of such amendment by sending you an e-mail at the last e-mail address that you provided us, and/or by posting notice of such amendment on the Web sites covered by these Terms of use. Any such amendment to these Terms of use will be effective thirty (30) calendar days following either our dispatch of an e-mail notice to you or our posting of notice of the changes on the Web Sites. Please note that,

at all times, you are responsible for updating your personal information to provide us your current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

9. GENERAL PROVISIONS

These Terms of use shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these Terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these Terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of use shall not constitute a waiver of such right or provision. In these Terms of use, the word "including" is used illustratively, as if followed by the words "but not limited to." **YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE Terms of use OR ANY Noise Lab SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**