

**SONOS, INC.**  
**TERMS OF USE, LICENSE, AND WARRANTY AGREEMENT**

Last Update: June 2020

This is an agreement between you (“You”) and Sonos, Inc. (with its Affiliates, “Sonos,” “we,” “us,” or “our”). Before using Sonos products and/or services, please read these “Terms of Use,” “Licence and Warranty Agreement,” and other applicable terms mentioned herein (collectively, this “Agreement”). Please see our “Privacy Statement” to understand how we collect and process Your personal information.

This Agreement governs Your use of all Sonos product(s), whether purchased now or in the future, which include the hardware, software and any related firmware and documentation (collectively, the “Product(s)”) and services such as Sonos Radio (collectively, the “Services”) provided to You by Sonos.

**It is important that You read and understand the terms of this Agreement before purchasing, downloading, registering and/or otherwise using Sonos Product(s) and/or Services.**

By purchasing, downloading, registering, and/or otherwise using Sonos Product(s) and/or Services, You are representing that You are over the age of 18, have the right and authority to legally bind Yourself or Your company, as applicable, and You signify Your agreement to be bound by terms of this Agreement. If You do not agree to all these terms or cannot make such representations, do not purchase, download, register, or otherwise use Sonos Product(s) and/or Services.

**TERMS OF USE**

**1. AGE**

- a.** We do not sell products for purchase by children.
- b.** We do not knowingly collect, use, or disclose personal information from children under 16, or equivalent minimum age in the relevant jurisdiction. If You are under 16, You may use the Products and/or Services only with involvement and consent of a parent or guardian.

**2. SONOS ACCOUNT, SYSTEM REQUIREMENTS, COMPATIBLE DEVICES, AND USAGE**

- a.** Use of Product(s) and/or Services requires a unique username and password combination (“Login Credentials”). During the setup process, the Sonos App will ask You to set up an account and register Your Product(s) with Sonos. As part of registration, You will need to set up a Sonos account (“Sonos Account”). It is Your responsibility to ensure confidentiality and security of Your Login Credentials. By registering, You agree that You are fully responsible for all activities that occur under Your Sonos Account. We may assume that all communications that we receive under Your Sonos Account come from You.
- b.** Sonos Product(s) and/or Services may not work properly without a Sonos Account and a working WiFi network in Your home that is connected to reliable internet access with sufficient bandwidth and/or a Bluetooth connection. Other third party hardware and/or technology elements may also be required for use of some or all of the Product(s) and/or Services, such as a compatible third party device (e.g. laptop, tablet, or a mobile phone device) with access to the Sonos App. It is Your responsibility to ensure that You have all required elements and that they are compatible and properly configured. With your permission, Sonos may use Bluetooth on Your compatible third party device, without prior notification, but subject to Your device settings, to facilitate proper operation of the Product(s) and/or Services and to enable certain features.
- c.** Some of the Product(s) and/or Services features will enable You to use third party content, services, and technology (“Third Party Content and Technology”). Please note that use of such Third Party Content and Technology, via the Product(s) and/or Services, is subject to the third-parties’ terms of use or service and their respective privacy notices. We encourage You to read these third-parties’ terms carefully before You enable them on Your Sonos Product(s).
- d.** You acknowledge that many features, including Third Party Content and Technology, of the Product(s) and Services transmit data over WiFi and could impact charges to Your data plan, and that You are responsible for any such charges.
- e.** Sonos Radio, our radio streaming service section of the Sonos App, is subject to additional Sonos Radio Terms of Service (“Terms of Service”), available at: [www.sonos.com/legal/sonos-radio-terms](http://www.sonos.com/legal/sonos-radio-terms), and are incorporated into this Agreement. By using Sonos Radio, You agree to the Terms of Service.

### 3. CONSENT TO USE OF DATA

- a. Certain Product Software features may require information from Your Product to provide their respective functions or features, including Third Party Content and Technology. When You turn on or otherwise enable and/or use these functions or features, including Third Party Content and Technology, certain usage data may be processed by Sonos and/or shared with third parties. At all times, Your personal information will be treated in accordance with Sonos Privacy Statement, which can be viewed at: [www.sonos.com/legal/privacy](http://www.sonos.com/legal/privacy).

### 4. THIRD PARTY CONTENT AND TECHNOLOGY, SERVICES, AND MATERIALS

- a. From time to time, Sonos may provide access to third party content providers via the Product. In addition, Sonos may support or provide access through the Product to certain third party services or technologies, including but not limited to specific file formats or codecs. Sonos reserves the right to discontinue access to and/or support for any third party service, content, or technology at any time, and for any reason.
- b. Product Software may enable or provide access to the third party content, features, and services such as music services, voice control, and other third party services (collectively referred to as “Third Party Services”). Use of these Third Party Services may require internet access and use of certain Third Party Services may require You to accept additional terms and may be subject to additional fees.
- c. You understand that by using any of the Third Party Services on Sonos Product(s), You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may automatically and unintentionally generate references to objectionable material. Nevertheless, You agree to use the Third Party Services at Your sole risk and that Sonos, its affiliates, agents, principals, or licensors shall have no liability to You for content that may be found to be offensive, indecent, or objectionable.
- d. Certain Third Party Services may display, include, or make available content, data, information, applications, or materials from other third parties (“Third Party Materials”) or provide links to certain third party websites. By using the Third Party Services, You acknowledge and agree that Sonos is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third Party Materials. Sonos, its officers, affiliates, and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to You or any other person for any Third Party Materials or websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to You.
- e. Third Party Services and Third Party Materials that may be accessed, linked to, or displayed on or otherwise accessed via the Products are not available in all languages or in all countries or regions. Sonos makes no representation that such Third Party Services and Third Party Materials are appropriate or available for use in any particular location. To the extent You choose to use or access such Third Party Services and Third Party Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.
- f. Sonos reserves the right to change, suspend, remove, disable, or disable access to any Third Party Content and Technology, Services, and/or Third Party Materials at any time and for any reason without notice. In no event will Sonos be liable for the removal of or disabling of access to any such Third Party Services and/or Third Party Materials. Sonos may also impose limits on the use of or access to certain Third Party Services or Third Party Materials, in any case and without notice or liability.
- g. Sonos makes no representations or warranties whatsoever regarding the selection of, continuing support for, or continuing access to, any such Third Party Services and/or Third Party Materials.
- h. Sonos makes no warranties or representations that any particular Third Party Services and/or Third Party Materials will be accessible, available, function in any particular manner, or function at all for any length of time.
- i. The fact that a particular Third Party Service and/or Third Party Material is displayed or mentioned on any Product packaging or marketing material does not constitute a representation that such Third Party Service and/or Third Party Material will be accessible, available, function in any particular manner, or function at all for any length of time.
- j. Sonos and Third Party Service providers providing any service, technology, or content accessible through the Product reserve the right to remove information from their servers, or prevent access to their servers or to change or eliminate product offerings or services for any reason that Sonos or said third parties deem sufficient in their sole discretion at any time, without notice.

## LICENSE AND WARRANTY AGREEMENT

### 5. SOFTWARE

- a. Software. The software, as embedded in the Product for the purpose of operating the Products, documentations, interfaces, content, fonts, and any data that came with Your Product (“Original Product Software”), as may be updated or replaced by feature enhancements, software updates, or system restore software provided by Sonos (“Product Software Updates”) whether in read only memory, on any other media, or in any other form (the Original Product Software and Product Software Updates are collectively referred to as the “Product Software” or “Software”) are licensed, not sold, to You by Sonos, Inc. for use only under the terms of this Agreement. For clarity, Software includes Sonos Application (collectively, the “Sonos App” or “App”) which means all Sonos applications (e.g. mobile or desktop App) developed by Sonos that provides access to Product(s) and/or Services, Sonos’s settings, Sonos-related content, and other features and services, including access to Third Party Content and Technology. You agree that the terms of this Agreement will apply to any Product, Sonos App that may be built-in on Your Product, unless such App is accompanied by a separate licence, in which case You agree that the terms of that licence will govern Your use of that App.
- b. Software Updates. Sonos shall have no obligation to provide any updates or upgrades to any aspect of the Product(s) or Services. Sonos, at its discretion, may make available future Product Software Updates. In the event that Sonos does provide such update or upgrade, such updates or upgrades and any related documentation shall be deemed the Product(s). The Product Software Updates, if any, may not necessarily include all existing software features or new features that Sonos releases for newer or other models of Product(s). The terms of this Agreement will govern any Product Software Updates provided by Sonos, unless such Product Software Update is accompanied by a separate agreement, in which case You agree that the terms of that agreement will govern.
- c. Automatic Software Updates. We may, from time to time, develop patches, bug fixes, updates, upgrades, and other modifications to improve the performance of the Product(s) and/or Services. These may be automatically installed without providing any additional notice. Unless You disable automatic Product Software Updates, Your Product will periodically check with Sonos for updates to the Product Software and, if one is available, the update will automatically download and install onto Your Product(s). By using the Product(s) and/or Service, You agree that Sonos may download and install automatic Product Software Updates onto Your Product(s), unless You have opted out of automatic Product Software Updates. You can turn off the automatic Product Software Updates at any time by going to Settings in the Sonos App.

### 6. GRANT OF LICENSE

- a. Subject to the terms and conditions of this Agreement, Sonos grants to You a worldwide, non-exclusive, non-transferable, personal licence (without the right to sub-licence) to: (i) use the Software as embedded in the Product for the purpose of operating the Product(s), and (ii) use the Sonos Application portion(s) of the Software on any personal computer or mobile device owned or controlled by You during the Term. You may not transfer the Software to any other computing device or otherwise remove the Software from the Product(s).
- b. You agree not to copy, modify, reverse engineer, decompile, or disassemble the Product to the extent that such restriction is not prohibited by law. Except for the limited licence granted herein, Sonos and its suppliers hereby retain all right, title, and interest in and to all worldwide intellectual property rights embodied in the Products and the Software. All other rights are reserved by Sonos.
- c. You acknowledge and agree that the technology embedded in and used to create the Product(s) constitute the valuable trade secrets, intellectual property, and know-how of Sonos. To the extent You come into possession through authorised use of the Product(s) of any such trade secrets and/or intellectual property, You will not disclose them to any third party. Sonos Products are also protected by one or more patents. For more information, please see: [www.sonos.com/legal/patents](http://www.sonos.com/legal/patents).

### 7. TERM OF AGREEMENT

- a. You may terminate this Agreement at any time by notifying Sonos, discontinuing use of the Product(s) and purging the Software from Your third party computing device.
- b. This Agreement will automatically terminate if You violate any of its terms.
- c. Sections 6(b), 8, 9, 10(d), 11, and 13 shall survive termination or expiration for any reason.

### 8. COMPLIANCE WITH COPYRIGHT LAWS

- a. Sonos complies with U.S. and international copyright laws and, in consideration of the licences granted herein, You agree to do the same.
- b. You acknowledge that unauthorised copying or distribution of music or other content accessed using the Product(s) (“Content”) is prohibited by such copyright laws, and You agree that You will not, directly or indirectly, copy or distribute any Content without the express written authorisation of the copyright holder(s).
- c. You agree to indemnify and hold harmless Sonos and its licensors from and against any and all claims, suits, losses, damages, liabilities, costs, and expenses incurred by Sonos or its licensors arising out of or related to Your failure to comply with the terms of this Section 8.

## 9. YOUR PRIVACY AND DATA PROTECTION

- a. Sonos has developed a Privacy Statement in order to inform You of its practices with respect to collection, use, disclosure, and protection of personal information Sonos processes. You can find the Sonos Privacy Statement, which is incorporated into this Agreement, at [www.sonos.com/legal/privacy](http://www.sonos.com/legal/privacy).
- b. By using Sonos Product(s) and/or Services, You agree to the terms of the Privacy Statement. At all times Your personal information is processed in accordance with Sonos Privacy Statement. It is important that You read and understand the terms of the Privacy Statement.
- c. If You have questions regarding our Privacy Statement, please contact us at [privacy@sonos.com](mailto:privacy@sonos.com).

## 10. WARRANTY AND DISCLAIMER

- a. Warranty. Subject to the conditions set forth in this Section 10, Sonos warrants to You that for a period of two (2) years after the date of original purchase of the Product(s), the Product(s) will be free from defects in materials and workmanship.
- b. SONOS DOES NOT WARRANT THAT THE PRODUCT(S) WILL OPERATE WITHOUT INTERRUPTION OR WILL BE ERROR-FREE, OR THAT ALL ERRORS AND/OR DEFECTS MAY BE CORRECTED; THAT THE FUNCTIONS, FEATURES, OR SERVICES PERFORMED OR PROVIDED BY, INCLUDING THIRD PARTY FEATURES AND SERVICES, CONTAINED IN THE PRODUCT SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ANY FEATURES, FUNCTIONS, OR SERVICE WILL CONTINUE TO BE MADE AVAILABLE; THAT THE PRODUCT SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS, OR THIRD PARTY SERVICES. IF YOU ARE A CONSUMER, THIS WARRANTY IS IN ADDITION TO AND DOES NOT AFFECT YOUR STATUTORY RIGHTS. EXCEPT AS SET FORTH IN SECTION 10 (D) AND SUBJECT TO ANY MANDATORY CONSUMER PROTECTION LAWS TO THE CONTRARY, SONOS’S SOLE LIABILITY, AND YOUR SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY WILL BE, AT SONOS’S SOLE DISCRETION, REPAIR OR REPLACEMENT OF THE PRODUCT, OR, IF NEITHER OF THE FOREGOING ARE REASONABLY AVAILABLE, A REFUND OF THE AMOUNT YOU PAID, LESS AMOUNTS ATTRIBUTABLE TO YOUR PRIOR USE;
- c. Limitations. The foregoing warranty does not extend to problems in the Product(s) to the extent that they result from: (i) Your failure to implement all bug fixes or error corrections to the Product(s) which are made available by Sonos; (ii) any use of the Product(s) in a manner for which it was not designed or as not authorised under this Agreement; or (iii) any use of the Product(s) with other products, hardware, or products not supplied by, and inconsistent with the documentation provided by, Sonos.
- d. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SONOS MAKES NO WARRANTIES, OTHER THAN THOSE IMPLIED BY STATUTE, WITH RESPECT TO THE PRODUCT(S). SONOS AND ITS SUPPLIERS HEREBY SPECIFICALLY DISCLAIM ALL OTHER SUCH WARRANTIES AND CONDITIONS. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE PRODUCT(S) TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION AND USE OF THE PRODUCT. INSTALLATION OF PRODUCT SOFTWARE MAY AFFECT THE AVAILABILITY AND USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS, OR THIRD PARTY SERVICES, AS WELL AS OTHER SONOS PRODUCT(S) AND/OR SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONOS OR A SONOS-AUTHORISED REPRESENTATIVE SHALL CREATE A WARRANTY.

## 11. LIMITATION OF LIABILITY

- a. TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, IN NO EVENT SHALL SONOS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INDIRECT DAMAGES, AND INCLUDING BUT

NOT LIMITED TO COST OF COVER, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING FROM THE USE OF (OR INABILITY TO USE) THE PRODUCT(S), NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY.

- b. IN NO EVENT SHALL SONOS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT(S), UNLESS OTHERWISE REQUIRED BY LAW.
- c. The limitations in Section 11 shall apply even if Sonos, its suppliers, or dealers have been advised of the possibility of such damage or of any type of use intended by You. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. You acknowledge that these limitations reflect a reasonable allocation of risk.
- d. The limitation in this Section 11 shall not apply to damage resulting from wilful misconduct or gross negligence on the part of Sonos. The limitations of this Section 11 shall further not apply to damage resulting from loss of life or personal injury caused by wilful misconduct or negligence or breach of contract by Sonos or its directors or any third party Sonos has used to fulfil its contractual obligations towards You. With regards to product liability, the limitations in this Section 11 shall apply only to the extent permitted by mandatory rules regarding product liability.
- e. The limitations in this Section 11 shall not affect Your statutory rights as a consumer.

## 12. INFRINGEMENT INDEMNITY

- a. Indemnity. Sonos shall defend or settle any claim, demand, suit, proceeding, or action ("Claim") against You to the extent that such Claim is based on an allegation that any portion of the Product, as furnished to You under this Agreement and used as authorised in this Agreement, infringes any third party's copyright or misappropriates such third party's trade secrets, provided that You: (i) give prompt written notice of the Claim to Sonos; (ii) give Sonos the exclusive authority to control and direct the defence or settlement of such Claim; and (iii) give Sonos, at Sonos's expense (except for the value of Your time), all necessary information and assistance with respect to the Claim. Sonos shall pay all settlement amounts, damages, and costs finally awarded to the extent attributable to such Claim. You may participate in the defence of Claim at Your expense. Sonos will not be liable for any costs or expenses incurred without its prior written authorisation.
- b. Limit on Indemnity. The foregoing notwithstanding, Sonos shall have no liability for a Claim to the extent it is based on: (i) the use by You of any Product(s) more than thirty (30) days after Sonos notifies You in writing that continued use of the Product(s) may give rise to such Claim and offers, in return for You ceasing all further use of the Product(s), to refund the price paid by You for the Product(s) less amounts attributable to Your prior use; (ii) the combination of the Product(s), or any part thereof, with other hardware or products not provided by Sonos, which Claim would have been avoided if the Product(s) had not been so combined; or (iii) use of the Product(s) other than as authorised under this Agreement.
- c. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 12 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SONOS, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT BY THE PRODUCT(S).

## 13. MISCELLANEOUS

- a. Export Control. You acknowledge that the Product may be subject to the export control law and regulations of the jurisdiction in which You purchased the Product(s) and You warrant that You will comply in all respects with such laws and regulations. You may not use or otherwise export or re-export the Product(s) except as authorised by United States law and the laws of the jurisdiction(s) in which the Product(s) was (were) obtained.
- b. Governing law and forum. This Agreement is governed and construed in accordance with the law of the Netherlands, and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If You are a consumer and have Your habitual residence in the EU or the UK, or Switzerland, or Norway or Iceland, or Liechtenstein, You additionally enjoy the protection afforded to You by mandatory provision of the law of Your country of residence. You agree, along with Sonos, to submit to the non-exclusive jurisdiction of the courts of the Netherlands, which means that You may bring a claim to enforce Your consumers protection rights, in connection with this Agreement, in The Netherlands, Switzerland, Norway, Iceland, Liechtenstein, or in the EU country where You live. If You reside in the EU, the European Commission provides for an online dispute resolution platform, which You can access here: <https://ec.europa.eu/consumers/odr>. If You would like to bring a matter to our attention, please contact us.

- c. Entire Agreement. This Agreement constitutes the entire agreement between You and Sonos with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications, or agreements not specifically incorporated herein.
- d. Severability. If any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- e. No Assignment. You may not assign this Agreement, or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Sonos. Any attempted assignment by You without prior written consent shall be void.
- f. Summary of Your legal rights. We are under a legal duty to supply products that are in conformity with this contract.
- g. Notices from Sonos. When You use Sonos Product(s) and/or Services or send us email, You are communicating with us electronically. We will communicate with You electronically in a variety of ways, such as by email, in-App messages and/or push notices, or by posting messages or communications on the Sonos website or through the other Sonos Services. Sonos may provide You with notices regarding the Product(s) and/or Services, including changes to this Agreement, by email to Your Sonos Account email address (and/or other alternate email address associated with Your Sonos Account if provided), via Sonos App, or by postings on our Sonos website. If Sonos needs to contact You about Your Product(s) and/or Services, You consent to receive the notices by email or as otherwise specified in this Agreement. For contractual purposes, You agree that all notices, disclosures, and other communications that we provide You electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication. For enquiries or questions regarding this Agreement, please submit your question at <http://support.sonos.com>.