

Linksys Aware Terms of Service

Please read these Linksys Aware Terms of Service (this "Agreement") carefully before completing the registration process and/or using the Linksys Aware service. This Agreement creates an agreement between you and Linksys USA, Inc. (together with its affiliates, "Linksys", "we" or "us") regarding your use of the Linksys Aware service, including any apps ("Apps") that facilitate use of the Linksys Aware service ("Service", which includes the Subscription Services defined below). Your use of the Service is governed by this Agreement, the Linksys Aware Privacy Notice ("Privacy Notice") and any end user license agreements applicable to the Apps or Products (as defined below) you have purchased.

This Agreement contains important information about your rights and obligations, as well as limitations and exclusions that may apply to you. **By checking the "I Accept" box and/or continuing to register for or use the Service, you agree to be bound by this Agreement.** If you do not agree to this Agreement or if you do not have authority to enter into this Agreement, then do not check "I Accept" box and do not purchase, activate or use the Service.

You must be at least 18 years old and have attained the age of majority in your state or country to enter into this Agreement or access the Service. If you are entering into this Agreement on behalf of an entity, you must be properly authorized to represent that entity and to accept this Agreement on its behalf.

YOUR USE OF THE LINKSYS AWARE SERVICE REQUIRES IN APP PURCHASES THAT AUTOMATICALLY RENEW UNTIL CANCELLED BY YOU. YOU CAN CANCEL YOUR SERVICE AT ANY TIME BY FOLLOWING THE STEPS IN SECTION 2 BELOW. ONCE CANCELLED, AUTO-RENEWAL WILL CEASE AND YOU WILL STILL BE ABLE TO USE THE SERVICE UNTIL YOUR SUBSCRIPTION TERM ENDS, BUT UNLESS OTHERWISE REQUIRED BY LAW, SUBSCRIPTION FEES ARE NON-REFUNDABLE AND YOU WILL NOT RECEIVE A REFUND FOR UNSUBSCRIBING EARLY. THIS SUBSCRIPTION IS PURCHASED THROUGH A THIRD PARTY SERVICE, SUCH AS APPLE APP STORE OR GOOGLE PLAY, AND YOU MUST USE THE TOOLS MADE AVAILABLE BY THOSE SERVICES TO MANAGE AND/OR CANCEL YOUR SUBSCRIPTION.

THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION IN SECTION 12, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS WITH RESPECT TO DISPUTES YOU MAY HAVE WITH LINKSYS. YOU MAY OPT OUT OF SUCH ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED IN SECTION 12.

1. Availability of the Service

To access the Service, you will need a Linksys Smart WiFi Enabled router (the "Product"), an Apple App Store or Google Play account, a Linksys Smart WiFi account ("LSWF Account") and broadband Internet access (sold separately through your service provider). Check the Product packaging for any minimum system requirements.

As long as you comply with the terms of this Agreement, including the Subscription Services terms, Linksys grants you a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicenseable right to access and use the Service (and to install and use any accompanying software) as it is intended to be

used and in accordance with this Agreement and all applicable laws and regulations. We grant you no other rights, implied or otherwise.

Linksys will make the Service available and will provide basic technical support in our sole discretion. To the extent permitted by the local consumer laws in your country, including the laws referred to in Section 10 below if you are a customer in Australia or New Zealand, Linksys reserves the right to offer and/or withdraw any Product or the Service (or any portion or feature thereof) in any country or jurisdiction. From time to time, we may enhance or modify the Service. In addition, we may perform scheduled maintenance to update the servers and software that are used to provide the Service and, if necessary, perform emergency maintenance of the Service without notice.

2. Subscription Services Terms

2.1 How to Subscribe. To subscribe to the Service, you will need an Apple App Store or Google Play Account and a LSWF account. When you are in the LSWF app, you will see a banner for the Service. You can then click on the banner and follow the process to subscribe to the Service. In most cases, you will first subscribe to a Trial Subscription (as defined below), which will automatically convert to a Paid Subscription (as defined below) (collectively, the "Subscription Services") unless you turn off auto-renew before the Trial Subscription ends (or for Apple App Store Accounts, you must turn off auto-renew more than 24 hours before the Trial Subscription ends).

2.2 Trial Subscriptions. You may activate the Subscription Services through a single-use trial subscription ("Trial Subscription"). A Trial Subscription permits access to the Subscription Services for the period of time (the "Access Period") you have elected from the available options (e.g., monthly or annually) disclosed with the Trial Subscription offer. You may only activate one Trial Subscription per LSWF Account. In most cases, when you activate your Trial Subscription, you will be required to provide a payment method in order to redeem the Trial Subscription offer, and in order to ensure uninterrupted access to the Subscription Services after your Trial Subscription expires. Once the Access Period for the Trial Subscription expires, you will be automatically converted to a Paid Subscription for the Access Period you've elected, and your payment method will be charged the associated fee (including any Applicable Taxes as defined below) unless you have turned off the auto-renewal feature in your Apple App Store or Google Play account (which will cancel the Subscription Services) before the expiration of your Trial Subscription Access Period. If you do not want to continue your Subscription Services following the expiration of the Trial Subscription, you can follow the instructions [here](#). If you cancel your Subscription Services during the Trial Subscription Access Period, you will still be able to access the Service until the end of the Trial Subscription Access Period, at which point the Service will end. If you do not cancel your Subscription Services before (or for Apple App Store Accounts, more than 24 hours before) the expiration of the Trial Subscription Access Period, you will be charged for the Subscription Services beginning on the first day after the Trial Subscription Access Period ends.

2.3 Paid Subscriptions. Once your Trial Subscription expires, you will have access to the Services on a Paid Subscription basis for the Access Period you have elected. Paid Subscriptions must be used with the associated LSWF Account and are not transferable. Your Subscription Services are personal to you and the members of your household, and you may not share them with others. Any such sharing by you is a violation of this Agreement and may result in the cancellation of your Paid Subscription without refund. During the Paid Subscription Access Period, you will be charged for access to the Subscription Services according to the plan you selected when you began your Subscription Service, including any Applicable Taxes (as defined below). Payment for your Subscription Services will be charged through your mobile application provider as an in-app payment. If you have questions about in-app payments, please review

your mobile application provider's terms. Once the Access Period for the Paid Subscription expires, your Paid Subscription will automatically renew for an Access Period of the same duration as the original Access Period you've elected, and your payment method on file with your mobile application provider will be charged the associated fee (including any applicable taxes), unless you have turned off the auto-renewal feature in your Apple App Store or Google Play account (which will cancel the Subscription Services) before the expiration of the Paid Subscription Access Period. You may cancel your Paid Subscription at any time by following the instructions [here](#). If you cancel your Subscription Services during the Paid Subscription Access Period, you will still be able to access the Service until your Access Period ends, but your Paid Subscription will not renew. If you do not cancel your Subscription Services before (or for Apple App Store Accounts, more than 24 hours before) the expiration of the current Paid Subscription Access Period, you will be charged for an additional Paid Subscription Access Period beginning on the first day after the current Paid Subscription Access Period ends.

2.4 Payment Terms. Payment for Subscription Services shall occur through your mobile application provider according to its terms. You agree to maintain a valid and up-to-date payment method during the Access Period of your Paid Subscription, and if your designated payment method is refused or returned, you acknowledge that Linksys may immediately cancel your Subscription Services. Prices and payments are in accordance with the currency agreed with your mobile application provider. We reserve the right to change fees for the Subscription Services upon advance notice to you, and any new or additional subscription fees will apply for any renewal Access Period after the end of your current Access Period. You are responsible for paying any applicable federal, state, telecommunications, excise, or municipal taxes or duties, including VAT and GST ("Applicable Taxes"), unless otherwise specified. Use of the Subscription Services may involve transmission of data through your carrier or service provider's network. You are responsible for all carrier, text/SMS, data, or other related fees or charges you incur from your carrier or service provider in connection with, or related to your use of the Subscription Services, and you agree that Linksys assumes no liability or responsibility for the payment of any related charges you may incur. Purchase of a Paid Subscription is final and non-refundable except where the law requires Linksys to provide a refund, although the refund policy offered by your mobile application provider may differ. Please refer to the terms of the mobile application provider through which you purchased your Paid Subscription for more details. Linksys is not obligated to refund any unused or inadvertently renewed subscriptions. Except where required by law, it is always within Linksys's sole discretion whether to grant any refunds.

2.5 Subscription Services General Terms. Offers may be subject to additional limitations, which are generally presented to you at the time of Subscription offer. Subscription Services may be enhanced, modified or revised at any time. Your use of the Subscription Services after they have been changed shall constitute your acceptance of the changed Subscription Services. Additional Subscription Services may be added to your Paid Subscription at no additional cost or at an additional cost, depending on the Subscription Service. Linksys reserves the right to discontinue the Subscription Services at any time, in which case you will be notified in advance of such discontinuance and your Paid Subscription will end as of the date of discontinuance with no further payments required by you after such date. The Subscription Services are not intended for users under the age of 18.

2.6 Updates. Due to the nature of the Subscription Services, the Services and underlying software will need to be updated from time to time during your Subscription Service Access Period ("Updates"). Updates may include new patterns, definitions or rules for the Subscription Services, motion detection components and minor enhancements to the Software and accompanying documentation. Service updates related to the user interface of Linksys Aware are provided by Linksys and applied as an app update from within your Apple App Store or Google Play environment. For app updates, you can change auto-update options by changing your settings for the Apple App Store or Google Play on your device.

2.7 Upgrades, Downgrades and Migration. Subscription Services may consist of different subscription products and tiers, which may be offered from time to time.

(a) If during the Access Period of your currently active Paid Subscription ("Current Subscription") you elect to upgrade to a different Subscription Service ("Upgrade Subscription"), unless prohibited by the terms of the promotional offer, we will provide you with access to the Upgrade Subscription immediately upon the successful validation of your payment information and payment of the associated fee for such Upgrade Subscription, plus any Applicable Taxes. The Upgrade Subscription fee will be the difference between what you have paid for the unused portion of the Current Subscription and the charge for the Upgrade Subscription through expiration of the Access Period.

(b) If during the Access Period of your Current Subscription you elect to downgrade to a different Subscription Service ("Downgrade Subscription"), you will retain access to the Current Subscription for the remainder of the Access Period. Once the Access Period for the Current Subscription expires, you will be provided with access to the Downgrade Subscription upon the successful validation of your payment information and payment of the associated fee for such Downgrade Subscription, plus any Applicable Taxes. When that happens, you will only have access to the Downgrade Subscription and will no longer have access to the former Current Subscription.

(c) Your Upgrade Subscription or Downgrade Subscription will thereafter renew automatically as described in this Agreement unless you cancel your Subscription Services.

(d) If we cease offering your Current Subscription, your access to the Subscription Services will continue until the end of your then-current Access Period. In such event, we may elect to migrate you to a similar Subscription Service and charge your payment method the associated fee at the end of your then-current Access Period. Any changes to your Subscription Services or fees will be effective upon your next billing cycle, and will not apply retroactively or to the remainder of your current Access Period. In the event we do migrate you to a different Subscription Service, or modify your current Access Period or fee, you may opt-out of these changes by cancelling your Subscription Service as follows [here](#).

3. Communications

From time to time we may send you communications to the email address associated with your account, via in-product notice or by post on the Linksys website. These communications may include, but are not limited to, information about Updates, Upgrades and new features to the Service and other account-related or transactional messages. Communications will not include marketing or ad-related emails unless you expressly consent to receive them. Additionally, mobile and tablet applications may, in some circumstances, offer the ability for you to receive push notifications in connection with those applications. If you would like to modify your ability to receive push notifications from our applications, you can control those settings within the settings or preferences apps of each respective device. You may modify your communication preferences at any time within the Settings section of our applications. You may not opt-out of receiving account-related or transactional communications.

4. Confidentiality

Neither you nor Linksys will disclose any Confidential Information (as defined below), except to affiliates, employees, agents, Service partners or professional advisers who need to know such Confidential Information and who have agreed in writing to keep it confidential. The receiving party will ensure that anyone granted access to Confidential Information will use it only to exercise rights and fulfill obligations

under this Agreement, while using reasonable care to keep it confidential. Notwithstanding anything to the contrary herein, the receiving party may disclose Confidential Information to the extent required by applicable legal process; provided that the receiving party uses commercially reasonable efforts to: (i) promptly notify the disclosing party of such disclosure before disclosing; and (ii) comply with the disclosing party's reasonable requests regarding its efforts to oppose the disclosure. "Confidential Information" shall mean any non-public information, in whatever form, belonging to or disclosed by a party, that is identified as "Confidential" and/or "Proprietary" or that by its nature reasonably should be understood to be confidential and/or proprietary; provided, that it does not include information that is independently developed by the receiving party, is rightfully given to the receiving party by a third party without confidentiality obligations, or becomes public through no fault of the receiving party.

5. Your Responsibilities as a Linksys Aware User

You are responsible for any data that is sent or received by you and/or any other party in connection with your use of the Service. To the extent permitted by the local consumer laws in your country, including the laws referred to in Section 10 below if you are a customer in Australia or New Zealand, you agree that Linksys is not responsible and will not be liable to you or any others for any loss or damage due to your use of the Service. You agree that your use of the Service will at all times comply with the applicable laws of the country where you use the Service. You may use the Service for your internal purposes only.

You may not attempt (and you will not assist or permit any third party) to: (i) gain unauthorized access to the Service or any part or feature thereof, or to other accounts, computer systems or networks connected to the Service, whether through hacking, password mining or other means; (ii) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Service; or (iii) sublicense, resell, or distribute any or all of part of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Linksys through the Service. You agree not to use any device, software or routine to interfere or attempt to interfere with, attack or disrupt the proper working of the Service or with any other person's use of the Service.

If you share information related to the Service with others or allow others to access the Service, you have no expectation of privacy or confidentiality in the personal information you may intentionally or unintentionally disclose. Therefore, you must avoid giving access to these materials to others. You agree to notify Linksys immediately of any unauthorized use of the Service or any other breach of security. To contact Linksys, please use the contact information [here](#). To the extent permitted by the local consumer laws in your country, Linksys will not be liable for any loss that you may incur as a result of your sharing information related to the Service with others.

Your account must be accurate and current, and all information you provide must also be accurate and current. Further, you must obtain and maintain any required consents necessary to permit the processing of personal data hereunder and under the Privacy Notice.

6. How the Service should be Used

The Service is intended to be accessed and used only for non-time-critical functions, information and/or access to and control of Products. Our aim is to provide highly reliable and available Service to your network; however, the Service, including remote access and notifications, is not guaranteed to be reliable

or available 100% of the time. In addition, the Service may be subject to sporadic interruptions and failures for reasons beyond Linksys's control, including WiFi intermittency and service provider maintenance. We cannot and do not guarantee that you will receive notifications or have access to the Service during any given time, or at all.

You acknowledge that the Service and any connected Product are not certified for emergency response or intended or suitable for use in situations or environments where failure, delay or errors or inaccuracies in the data or information provided could lead to death, personal injury or severe physical or environmental damage, including without limitation in connection with the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support or weapons systems. YOU UNDERSTAND THAT THE SERVICE, ANY CONNECTED PRODUCTS AND ANY MOBILE NOTIFICATIONS RELATING TO THE SERVICE ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM – LINKSYS DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME OR LOCATION IN THE EVENT OF AN EMERGENCY. ANY NOTIFICATIONS RELATING TO THE SERVICE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICE FOR ANY LIFE SAFETY OR CRITICAL PURPOSES.

In addition, Linksys Customer Support contacts cannot be considered and are not a lifesaving solution for people at risk, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services in your area. Any information provided by Linksys on what to do in an emergency is based on authoritative safety sources, but there is no way for Linksys to provide specific information relating to a situation close to you. It is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

The Service may not be accessible without: (i) a working WiFi network that is positioned to communicate reliably with connected devices; (ii) an Apple App Store or Google Play account; (iii) a LSWF account; (iv) a Paid Subscription; and (v) other system elements that may be specified by Linksys. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You accept that the Services may not work as described if the requirements and compatibility have not been met.

7. Suspension or Termination of Your Account

To the extent permitted by local consumer laws in your country, including the laws referred to in Section 10 below if you are a customer in Australia or New Zealand, Linksys has the right, in its sole discretion, to modify, suspend or discontinue the Service at any time without liability to you. In such cases if we are able to do so, we will use reasonable efforts to give you prior notice of any modification, suspension or discontinuation of the Service.

You agree that Linksys may suspend or terminate your access to the Service by written notice to you if (i) you have violated this Agreement or other agreements or policies which may be associated with your use of the Service, (ii) your actions cause Linksys to be in violation of any agreement or policy needed to provide the Service, or (iii) Linksys is required to do so by any court or government authority in any country. Linksys will not be obligated to refund any portion of your Paid Subscription for terminations based on your breach of this Agreement, and you agree that Linksys will not be liable to you or to any third party for any suspension or termination of your access to the Service due to your breach of this Agreement. Linksys may, upon such termination by written notice to you, deactivate or delete your account. Termination of the Service will not

prevent you from using your Linksys Product.

You may cancel your Subscription Service at any time by following the instructions [here](#). If you cancel your Subscription Product during your current Access Period, your access to the Subscription Services will continue until the end of your then-current Access Period, at which point it will expire.

8. Title to Intellectual Property and Software

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, content, software and computer code (collectively, "Linksys Content"), including, but not limited to, the design, structure, selection, coordination, expression, "look and feel," and arrangement of such Linksys Content contained in the Service is owned, controlled, or licensed by or to Linksys and its licensors, and is protected by trade dress, trade secret, copyright, patent, and trademark laws, and various other intellectual property rights. Except as expressly provided in this Agreement or otherwise permitted by law, no Linksys Content may be used, copied, reproduced, modified, republished, uploaded, posted, publicly displayed, publicly performed, publicly performed by means of a digital audio or video transmission, encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or any other medium for publication or distribution or for any commercial enterprise or purpose, without Linksys's express prior written consent.

You may need to use the software (including Apps) that came with the Product to use or have full access to certain features of the Service. You received software at the time of your Product purchase and other software programs may be delivered to your Product, Apps or the Service remotely from time to time. You agree to use such software in accordance with this Agreement and the end user license agreement for such software. You agree that, as between Linksys and you, Linksys retains title to and ownership of all the software and intellectual property rights in the Product and the Service.

Linksys welcomes feedback and suggestions regarding the Service and we may look for ways to implement feedback when practicable. You authorize Linksys to use any feedback or ideas that you provide in connection with your use of the Service for any purpose and without further obligation to you of any kind.

You may not publicly disclose, directly or through a third party, the results of any comparative or compatibility testing, benchmarking, or evaluation of the Service, unless the disclosure includes all information necessary for Linksys or a third party to such testing, benchmarking, or evaluation.

9. Open source software

The Service may include certain free/open source software. To view the licenses in text form, go [here](#). Information about obtaining access to the source code for certain free/open source software can be found [here](#). To the limited extent a third party license expressly supersedes this Agreement, that third party license governs your use of that third party component.

10. Disclaimer of Warranties

The warranty for your Linksys Product is set forth [here](#).

YOU AGREE TO USE THE SERVICE AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY THE LOCAL CONSUMER LAWS IN YOUR COUNTRY, INCLUDING THE LAWS REFERRED TO IN THIS SECTION IF YOU ARE A CUSTOMER IN AUSTRALIA OR NEW ZEALAND, YOU AGREE THAT LINKSYS

AND ITS SUPPLIERS, RESELLERS, RETAILERS AND AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY HARM TO ANY DEVICE, ANY LOSS OF DATA, OR ANY OTHER HARM THAT RESULTS FROM YOUR USE OR MISUSE OF THE SERVICE, EXCEPT TO THE EXTENT THAT SUCH HARM IS CAUSED BY LINKSYS. LINKSYS AND ITS SUPPLIERS, RESELLERS, RETAILERS AND AFFILIATES DO NOT GUARANTEE THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LOCAL CONSUMER LAWS IN YOUR COUNTRY, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE WITHOUT WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. ALSO, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, LINKSYS DOES NOT WARRANT THAT THE SERVICE, SYSTEM(S) OR NETWORK(S) ON WHICH (OR THROUGH WHICH) THE SERVICE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. THE SERVICE MAY INCLUDE OR BE BUNDLED WITH A THIRD-PARTY PRODUCT, SOFTWARE OR SERVICE OFFERINGS. TO THE EXTENT PERMITTED BY THE LOCAL CONSUMER LAWS IN YOUR COUNTRY, LINKSYS DOES NOT PROVIDE ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, FOR ANY SUCH THIRD-PARTY PRODUCT, SOFTWARE OR SERVICE OFFERINGS. FURTHER, LINKSYS DOES NOT GUARANTEE ANY CONTINUED AVAILABILITY OF A THIRD PARTY'S SERVICE WHICH THE USE OR OPERATION OF THE SERVICE MAY REQUIRE.

IT IS YOUR RESPONSIBILITY TO BACK UP YOUR SYSTEM INCLUDING, WITHOUT LIMITATION, ANY DATA THAT YOU MAY USE OR POSSESS IN CONNECTION WITH THE SERVICE. ANY MATERIAL, INFORMATION OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULT FROM THE DOWNLOAD OF SUCH MATERIAL, INFORMATION OR DATA.

SOME COUNTRIES, STATES AND/OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CONDITIONS, WARRANTIES OR GUARANTEES AND/OR DO NOT ALLOW PRODUCTS OR SERVICES TO BE SOLD WITH NO WARRANTIES OR GUARANTEES. ACCORDINGLY, IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THIS SECTION MAY NOT APPLY TO YOU. ONLY THOSE EXCLUSIONS AND LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, LINKSYS'S LIABILITY WILL BE LIMITED ONLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS AGREEMENT IS NOT INTENDED TO AND DOES NOT LIMIT OR EXCLUDE ANY RIGHT YOU HAVE AGAINST THE PERSON WHO SOLD THE PRODUCT TO YOU IF THAT PERSON HAS BREACHED THEIR SALES CONTRACT WITH YOU.

If you are located in Australia or New Zealand, the following paragraphs apply to you:

Any benefits we give in this Agreement are additional to any rights and remedies that you may have under the Australian Competition and Consumer Act 2010 or the New Zealand Consumer Guarantees Act 1993 (**CGA**) (as applicable) and other applicable Australia and New Zealand consumer protection laws.

In Australia, our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled:

- To cancel your service contract with us; and
- To a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

In New Zealand, the Services come with guarantees that cannot be excluded under the CGA.

11. General Exclusions and Limitations of Liability

In some jurisdictions and circumstances, it is possible to exclude and/or to limit Linksys's liability to consumers. Only in those jurisdictions where it can lawfully do so, and to the full extent that is allowed by the local consumer laws in your country, including the laws referred to in Section 10 above if you are a customer in Australia or New Zealand, Linksys:

- limits all implied warranties and conditions of merchantability, acceptability, acceptable quality, satisfactory quality, quiet enjoyment or fitness for a particular purpose to the duration of the warranty period of the Product;
- excludes all express or implied conditions, representations and warranties, including any implied warranty of non-infringement, OTHER THAN THOSE EXPRESSLY PROVIDED TO YOU BY LINKSYS IN WRITING OR AGREED TO BY LINKSYS IN WRITING;
- excludes all liability for the loss of, or damage to, data caused by use of the Service; and
- excludes any liability it may have to you for:
 - a) loss of revenue or profit,
 - b) loss of the ability to use any third-party products, software or services, and
 - c) any indirect, consequential, special, incidental or punitive loss or damageswhich arise under any law and which relate to your use of, or inability to use, the Service or any related services. This exclusion applies even if Linksys has been advised of the possibility of such damages and even if any warranty or remedy provided under the relevant limited warranty fails of its essential purpose.

To the extent permitted by the local consumer laws in your country, either party's liability for claims that are related to, or arise out of, this Agreement or the Service shall not exceed, in the aggregate, the greater of the fees paid by you to Linksys for the Service in the twelve (12) months preceding the last event giving rise to the liability and \$250.

Nothing in this Section shall limit the liability of Linksys in relation to death or bodily injuries.

If you live in the European Union, references to "special, indirect, consequential, punitive or incidental damages shall mean any losses which

- i. Were not reasonably foreseeable by both parties;
- ii. Were known to you but not to us; and/or
- iii. Were reasonably foreseeable by both parties but could have been prevented by you such as, for example (but without limitation), losses caused by viruses, Trojans, or other malicious programs, or loss of or damage to your data or your failure to keep access to the Service secure.

THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE BASED ON THE FACT THAT CUSTOMERS MAY USE THE SERVICE FOR DIFFERENT HOME AND BUSINESS PURPOSES. THEREFORE, ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO YOUR NEEDS IN THE EVENT AN ERROR IN THE SERVICE OR UNDERLYING SOFTWARE CAUSES PROBLEMS AND

RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, YOU AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGE THAT, WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEES CHARGED FOR THE SUBSCRIPTION SERVICES WOULD BE HIGHER.

12. Arbitration, Waiver of Classwide Arbitration, Governing Law and Venue

If you are located in the United States, the following clause applies to you:

MANDATORY ARBITRATION. You have the right to opt-out of this mandatory arbitration provision. If you opt-out, you will retain your right to file a lawsuit. To opt-out, you must follow the directions set forth below under the heading "How to Opt Out of Mandatory Arbitration". If you do not opt-out, you will have agreed to the mandatory arbitration set forth below.

PLEASE READ CAREFULLY. THE FOLLOWING PROVISION AFFECTS YOUR RIGHTS.

YOU AND LINKSYS EACH ACKNOWLEDGE AND AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN YOU AND LINKSYS ARISING OUT OF OR RELATING TO (1) THIS AGREEMENT, *INCLUDING* THE VALIDITY OF THIS SECTION, AND (2) YOUR USE OF PRODUCT(S) AND/OR THE SERVICE UNDER THIS AGREEMENT (COLLECTIVELY, THE "DISPUTE") SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY A MUTUALLY AGREEABLE NATIONALLY RECOGNIZED ARBITRATION AUTHORITY PURSUANT TO ITS CODE OF PROCEDURES THEN IN EFFECT FOR CONSUMER-RELATED DISPUTES. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU WOULD HAVE HAD A RIGHT TO LITIGATE A DISPUTE THROUGH A COURT BEFORE A JURY OR JUDGE, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

THE ARBITRATION SHALL OCCUR BEFORE A SINGLE ARBITRATOR, WHO MUST BE A RETIRED JUDGE OR JUSTICE, IN ONE OF SIX REGIONAL VENUES CONSISTENT WITH THE VENUE PROVISION BELOW. WHETHER OR NOT YOU PREVAIL IN THE DISPUTE SO LONG AS YOUR CLAIM IS NOT FOUND TO BE FRIVOLOUS BY THE ARBITRATOR AS MEASURED BY RULE 11(b) OF THE FEDERAL RULES OF CIVIL PROCEDURE, YOU SHALL BE ENTITLED TO BE REIMBURSED FOR YOUR COSTS OF ARBITRATION, WITHIN THE SOLE DISCRETION OF THE ARBITRATOR. IF THE ARBITRATION AWARD IS EQUAL TO OR GREATER THAN THE AMOUNT YOU DEMANDED IN YOUR ARBITRATION CLAIM, LINKSYS WILL PAY FOR YOUR REASONABLE AND ACTUAL ATTORNEYS' FEES YOU HAVE INCURRED TO ARBITRATE THE DISPUTE, PLUS A MINIMUM RECOVERY OF \$2,500. ANY DECISION OR AWARD BY THE ARBITRATOR RENDERED IN AN ARBITRATION PROCEEDING SHALL BE FINAL AND BINDING ON EACH PARTY, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. IF EITHER PARTY BRINGS A DISPUTE IN A COURT OR OTHER NON-ARBITRATION FORUM, THE ARBITRATOR OR JUDGE MAY AWARD THE OTHER PARTY ITS REASONABLE COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) INCURRED IN ENFORCING COMPLIANCE WITH THIS BINDING ARBITRATION PROVISION, INCLUDING STAYING OR DISMISSING SUCH DISPUTE.

NEITHER YOU NOR LINKSYS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU MAY HAVE HAD A RIGHT TO

ARBITRATE A DISPUTE ON A CLASSWIDE OR REPRESENTATIVE BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO ARBITRATE ONLY YOUR OWN DISPUTE(S) IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

NOTWITHSTANDING THE ABOVE AGREEMENT TO ARBITRATE DISPUTES, YOU AND LINKSYS EACH ACKNOWLEDGE AND AGREE THAT EITHER PARTY MAY, AS AN ALTERNATIVE TO ARBITRATION, BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT TO RESOLVE A DISPUTE, SO LONG AS SUCH SMALL CLAIMS COURT DOES NOT PROVIDE FOR OR ALLOW FOR JOINDER OR CONSOLIDATION OF CLAIMS.

THIS AGREEMENT IS TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION (OTHER THAN THE INTERNAL LAWS OF THE STATE OF CALIFORNIA) TO THE RIGHTS AND DUTIES OF THE PARTIES. HOWEVER, WITH RESPECT TO THE SERVICE PROVIDED, IF YOU ARE A CONSUMER AND YOU LIVE IN A COUNTRY WHERE LINKSYS MARKETS OR PROMOTES THE SERVICE, LOCAL LAW MAY REQUIRE THAT CERTAIN CONSUMER PROTECTION LAWS OF YOUR COUNTRY OF RESIDENCE APPLY TO SOME SECTIONS OF THIS AGREEMENT. EACH OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNITED NATIONS CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF GOODS IS HEREBY EXPRESSLY EXCLUDED AND WILL NOT APPLY TO THIS AGREEMENT.

EXCEPT FOR INDIVIDUAL SMALL CLAIMS ACTIONS WHICH CAN BE BROUGHT IN ANY SMALL CLAIMS COURT WHERE JURISDICTION AND VENUE ARE PROPER, ANY ARBITRATION, LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DISPUTE SHALL BE COMMENCED IN (1) NEW YORK, NEW YORK, (2) ATLANTA, GEORGIA, (3) CHICAGO, ILLINOIS, (4) DALLAS, TEXAS, (5) SEATTLE, WASHINGTON, OR (6) LOS ANGELES, CALIFORNIA, AND YOU AND LINKSYS EACH IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY SUCH PROCEEDING. HOWEVER, FOR A DISPUTE OF \$2,500 OR LESS, YOU MAY CHOOSE WHETHER THE ARBITRATION IN ANY OF THE SIX REGIONAL VENUES PROCEEDS IN PERSON, BY TELEPHONE, OR BASED ONLY ON SUBMISSIONS.

How to Opt-Out of Mandatory Arbitration. Notwithstanding the foregoing, you or Linksys may file a lawsuit in court rather than resolving the Dispute by arbitration if (a) the Dispute qualifies for small claims court (there are monetary limitations for small claims court), or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU ACCEPT THIS AGREEMENT (the "Opt-Out Deadline"). In order to opt out of mandatory arbitration, You must (i) mail written notification to Linksys USA, Inc., 121 Theory Drive, Irvine, California 92617, Attn: Legal Department, or (ii) email written notification to arbitrationoptout@linksys.com. In either case, such written notification must include your name, address, and a clear statement that you do not wish to resolve disputes with Linksys through arbitration. Any opt-out request received after the Opt-Out Deadline will not be valid and You must pursue your Dispute in arbitration or, if the dispute qualifies, in small claims court.

If you are located outside of the United States, the following clause applies to you:

This Agreement will be governed by California law, without reference to conflict of laws principles. The state and federal courts of California shall have non-exclusive jurisdiction over any claim arising under, or in connection with, this Agreement. However, if you are a consumer and you live in a country where Linksys markets or promotes the Service, local consumer law may require that certain consumer protection laws of

your country of residence apply to some sections of this Agreement. Each of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods is hereby expressly excluded and will not apply to this Agreement.

13. Indemnification

Unless prohibited by local laws in your country, you will defend and indemnify Linksys and its affiliates against any loss, claim, liability, demand, damages or costs whatsoever arising from a third-party claim based on a breach of this Agreement by you. Linksys will defend and indemnify you and your affiliates against any loss, claim, liability, demand, damages or costs whatsoever arising from a third-party claim based on Linksys's technology used to provide the Service or that Linksys's Marks (as defined below) infringe a third party's intellectual property rights.

The indemnification obligations set forth above will not apply to the extent the underlying third-party claim arises from: the indemnified party's breach of this Agreement; modifications to the indemnifying party's technology by anyone other than the indemnifying party; combination of the indemnifying party's technology with materials not provided by the indemnifying party; or use of non-current or unsupported versions of the Service.

Further, the indemnification obligations set forth above are conditioned on: (i) the indemnified party promptly notifying the indemnifying party in writing of the applicable claim and cooperating reasonably with the indemnifying party to resolve such claim, and if the indemnified party fails to so act and thereby prejudices the defense of such claim, the indemnifying party's obligations hereunder will be reduced in proportion to the prejudice; and (ii) the indemnified party tendering sole control of the indemnified portion of the applicable claim to the indemnifying party; provided, that: (A) the indemnified party may appoint its own counsel at its sole cost; and (B) any settlement requiring the indemnified party to admit liability or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

If Linksys reasonably believes the Service may infringe a third party's intellectual property rights, then Linksys may, at its sole option and expense: (i) procure for you the right to continue using the Service; (ii) modify the Service so as to make it non-infringing; or (iii) replace the Service with a non-infringing, substantially equivalent alternative.

14. Changes to this Agreement

Linksys may modify this Agreement at any time and recommends that you review it on a regular basis. You can review the most current version of this Agreement, which is always available in the Linksys App. If Linksys makes a change to this Agreement that affects your rights under the Agreement, Linksys will make reasonable commercial efforts to email you the revised terms of this Agreement at the email address associated with your account 30 days prior to the date when the modified Agreement will go into effect. Linksys will also post the revised Agreement in the Linksys App. If you object to any changes, you may cancel your Paid Subscription as provided in this Agreement. You agree that if you continue to use the Subscription Services after this Agreement has been changed, you have agreed to the terms of this Agreement as so modified.

15. Other Important Legal Terms

Sometimes when you use the Service, you may use a service which is provided by another person or company. This includes downloading certain apps that are provided by third parties. Your use of these

other services and apps may be subject to separate terms between you and the company or person providing the service or app, and you agree that Linksys shall have no liability or obligation relating to those services or apps.

The Service may contain links to other independent third-party websites ("Linked Sites"). These Linked Sites are provided solely as a convenience to you. Such Linked Sites are not under Linksys's control, and to the extent permissible under the local laws in your country, Linksys is not responsible or liable for and does not endorse the content or practices of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Trade names, trademarks, service marks, logos, and domain names of each party are considered their respective "Marks." As to Linksys's Marks and the Marks of its suppliers, the Mark owner retains ownership of all proprietary rights in all its Marks associated or displayed with the Service. You may not frame or utilize framing techniques to enclose any Linksys Marks, or other proprietary information (including images, text, page layout, or form) of Linksys without Linksys's prior written consent. You may not use any meta tags or any other "hidden text" utilizing Linksys's Marks without Linksys's express written consent. If you want to publicly display any Linksys Mark in connection with your use of the Service, you must obtain written permission from Linksys.

You agree to use the Service in compliance with all applicable laws. You acknowledge that the Service is subject to U.S. and local export control laws and regulations. You represent that you are not a citizen of an embargoed country or a prohibited end user under applicable U.S. or local export and anti-terrorism laws, regulations and lists. You agree not to export, re-export, divert, transfer or disclose any portion of the Service or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

This Agreement, including the documents referenced herein, are the entire agreement regarding your use of the Service and completely replace any prior agreements. Linksys may assign or delegate its obligations under this Agreement, either in whole or in part, without your prior consent. You may not assign this Agreement without Linksys's prior written consent. Neither party will be responsible for failure of performance due to causes beyond its control, such as acts of God, labor disputes, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion of the Internet. The failure by either party to exercise or enforce any legal right or remedy hereunder shall not be deemed to be a waiver of such right or remedy. If for any reason any provision of this Agreement is held invalid by a court or arbitrator of competent jurisdiction, the remaining provisions will continue to be valid and enforceable.

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