

## Linksys Smart WiFi Terms of Service

Welcome to the Linksys Smart WiFi service! Please read these Linksys Smart WiFi Terms of Service (this “Agreement”) carefully before completing the registration process and/or using the Linksys Smart WiFi 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 Smart WiFi service, including any apps (“Apps”) that facilitate use of the Linksys Smart WiFi service (“Service”). Your use of the Service is governed by this Agreement, the Linksys Smart WiFi Privacy Notice (“Privacy Notice”) and the end user license agreement located [here](#) (EULA).

These Terms of Service do not govern your use of any Linksys router or other Linksys device separate and apart from the Service. Please review all of these carefully before completing any applicable registration process or using the Service. 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 registering for or using the Service, you agree to be bound by this Agreement and the EULA.** If you do not agree to this Agreement and/or the EULA or if you do not have authority to enter into this Agreement, then do not check the “I Accept” box and do not 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.

**THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION AND ARBITRATION PROVISION IN SECTION 14, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS HEREUNDER WITH RESPECT TO DISPUTES YOU MAY HAVE WITH LINKSYS. YOU MAY OPT OUT OF SUCH ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED IN SECTION 14.**

### 1. Availability and License of the Service

To access the Service, you will need a Linksys Smart WiFi App Enabled device (the “Product”) and broadband Internet access (sold separately through your service provider). If you subscribe to any app-based subscriptions such as Linksys Shield or Linksys Aware, an Apple App Store or Google Play account will also be required. Check the Product packaging for any minimum system requirements.

As long as you comply with the terms of this Agreement, Linksys grants you a limited, revocable, non-exclusive, non-assignable, 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.

Linksys will make the Service available and 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 12 below if you are a customer in Australia or New Zealand, Linksys reserves the right to offer and/or withdraw any Product or Service (or any portion or feature thereof) in any country or jurisdiction. Please visit your local website to see if we offer this Service in your country. However, please be aware that you remain bound by this Agreement wherever you access or use the Service. 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.

We grant you no other rights, implied or otherwise. All rights that are not expressly granted to you in this Agreement are reserved by Linksys or its licensors, suppliers, publishers, rights holders, or other content providers.

## **2. Registration**

To register for the Service, you will need to input your first and last name, email address and password (the "Registration Information"). This email address and password are required for authentication purposes. If you choose to receive verification codes for our 2-step verification process by SMS text, we will also collect your mobile phone number. You are responsible for maintaining the confidentiality and security of your Registration Information and you agree to promptly notify Linksys of any unauthorized use of your Linksys Smart WiFi account or any other breach of security. To contact Linksys, please use the contact information in the following link: [Contact Us](#).

Once you have completed the registration process, including your acceptance of this Agreement and the EULA, you may use the Service in accordance with and subject to the terms of this Agreement.

## **3. Communications**

From time to time we may send you communications to the email address associated with your account, via in-App 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.

The Service includes 2-step verification to verify your Registration Information when you log in to the Service. If you set up 2-step verification, we will prompt you for a 6-digit code that will be sent with you by either email or SMS text. You will have 15 minutes to enter the code or it will expire. If you choose to receive verification codes by SMS text, standard message and data rates may apply. You can change your verification code options or opt-out of 2-step verification at any time in the Linksys Smart WiFi App or on LinksysSmartWiFi.com, although we highly recommend enabling (and not opting-out) of 2-step verification.

## **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 Smart Wi-Fi User**

You are responsible for any data that is sent or received by you and/or any other party in connection with your access to and/or use of the Service. To the extent permitted by the local consumer laws in your country, including the laws referred to in Section 12 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 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, 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. You will at all times comply with Linksys's Responsible Disclosure Policy, located [here](#).

You will be required to create a password that will enable you to use the Service. When you choose a password, choose a unique combination of letters and numbers unrelated to your or someone else's identity or to any information that is publicly available or that may be needed by us to provide the Service to you or to others. If you share information related to the Service with others or allow others to access the Service using your email address and password, 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 your account or password, or any other breach of security. To contact Linksys, please use the contact information in the following link: [Contact Us](#).

To the extent permitted by the local consumer laws in your country, including the laws referred to in Section 12 below if you are a customer in Australia or New Zealand, Linksys will not be liable for:

- any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Linksys or another party due to someone else using your account or password as a result of your failing to keep your account information secure and confidential. You may not use anyone else's account at any time without the permission of the account holder; and
- any loss or damage arising from your failure to comply with these obligations.

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 Products 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 Linksys Smart WiFi account; and (iv) 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 Service may not work as described if the requirements and compatibility have not been met.

## **7. Service Updates and Upgrades**

The Service and product firmware may be updated or upgraded from time to time to provide additional features, address technical issues, and generally make your user experience better. If you have elected to receive auto firmware updates in your settings, you will receive new firmware automatically. If you have not selected auto firmware updates in your settings, you will need to manually update your firmware. Service updates related to the user interface of the Linksys App are applied as an app update from within your App Store or Google Play environment. For firmware updates, you can change auto-update options by changing

the settings in your Linksys Smart WiFi web browser or within your Linksys App. For app updates, you can change auto-update options by changing your settings for the App Store or Google Play on your device.

In very limited cases, updates may still be automatically applied, regardless of the auto-update setting. For example, we may provide an automatic update that prevents or fixes a security vulnerability or breach to your network. In these limited cases, Linksys will only process the minimum amount of personal data necessary to prevent or fix the security vulnerability or breach.

## **8. Remote Access to the Service during Customer Support Session**

In certain circumstances when you contact Linksys Customer Support, Linksys Customer Support agents (“Support Agents”) may assist you in resolving your support problem by remotely accessing your Service. This means that the Support Agent will be able to view your home network and troubleshoot any support issues. In order to do this, during the support session, you will provide the Support Agent with your Product’s serial number, and the Support Agent will then provide you with a session key. You and the Support Agent will share a session key, which will provide the Support Agent with secure access to your Service and home network. During the support session, you agree to provide the Support Agent with access to your home network and in some cases, with control of your mouse and keyboard during the support session. This remote access is time restricted, and you have the right to end the support session and terminate the remote access at any time.

## **9. Suspension or Termination of Your Account**

To the extent permitted by the local consumer laws in your country, including the laws referred to in Section 12 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 Linksys. In such cases and where we are able to do this, 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; (iii) Linksys is required to do so by any court or government authority in any country; (iv) the Service is discontinued or materially modified, for any reason; (v) we reasonably anticipate the occurrence of technical issues or problems that may affect the operation of the Service, or unexpected technical issues or problems affecting the operation of the Service occur; or (vi) we have to investigate suspected misconduct. 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 any of the circumstances specified above.

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. If you wish to terminate your use of the Service voluntarily, please contact our customer service team at [Contact Us](#).

## **10. 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 is protected by trade dress, 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' 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 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.

## **11. Open source software**

The Service may include certain free/open source software. To view the licenses in text form, click on the Third Party Licenses link at the bottom of the web portal, or click on Help -> About -> Third Party Licenses in the Linksys App. 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.

## **12. Disclaimer**

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 applies 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, our services come with guarantees that cannot be excluded under the CGA.

### **13. General Exclusions and Limitations of Liability**

In some jurisdictions and circumstances, it is possible to exclude and/or to limit Linksys' liability to consumers. Only in those jurisdictions where it can lawfully do so, and to the full extent that it is allowed by local consumer laws in your country, including the laws referred to in Section 11 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 damages, which arises under any law and relates to your use, 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 US\$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 your password or account details secure.

#### **14. 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 SERVICES 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. IF, HOWEVER, THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF YOUR CLAIM OR THE RELIEF SOUGHT IS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS IN FEDERAL RULE OF CIVIL PROCEDURE 11(B)), THEN THE PAYMENT OF ALL ARBITRATION FEES SHALL BE GOVERNED BY THE ARBITRATION AUTHORITY'S RULES. IN SUCH CASES, THE ARBITRATOR MAY DIRECT YOU TO REIMBURSE LINKSYS FOR AMOUNTS THAT LINKSYS PAID ON YOUR BEHALF.

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 \$10,000 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](mailto: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 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.

## **15. 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.

## **16. Changes to this Agreement**

Linksys may change this Agreement 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 at [Help -> About -> Terms of Use](#). 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. You agree that if you continue to use the Services after this Agreement has been changed, you have agreed to the terms of this Agreement as so modified.

## **17. 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' 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' 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' 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 a 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.

LINKSYS and many product names and logos are trademarks of Linksys Holdings, Inc. and its affiliates. Third-party trademarks mentioned are the property of their respective owners.

© 2022 Linksys Holdings, Inc. and/or its affiliates. All rights reserved.

*Updated March 25, 2022*