

CUSTOMER AGREEMENT -- PLEASE READ

Last Updated: October 3, 2024

This Customer Agreement (this "**Agreement**") between you ("**Subscriber**," "**you**" or "**your**") and Sirius XM Radio LLC (the "**Company**," "**us**," "**our**" or "**we**") applies to your paid, trial, advertising-supported or other subscription ("**Subscription**") to our satellite radio service ("**Satellite Radio**"), our streaming service ("**Streaming**"), and any other service we offer, such as our traffic, weather (including marine and aviation), data and infotainment services (collectively referred to as "**Service(s)**"). If you purchase or activate a Subscription through a third party (such as through Google, Apple, Roku, T-Mobile, or another seller of the Services)(each an "**External Service**"), then you will also be subject to their terms.

For details on how to cancel and when your cancellation will be effective, see Sections 3 and 4 below.

Our Privacy Policy governs the treatment by us of information that we collect when you use the Services, our apps or websites (the "**Site**") and can be found at www.siriusxm.com/privacy.

FOR NON-SELF ACTIVATED TRIAL OR EXTENDED SERVICE SUBSCRIPTIONS INCLUDED WITH A VEHICLE PURCHASE: THIS AGREEMENT WILL BE DEEMED BINDING ON YOU IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS AGREEMENT OR THIRTY (30) DAYS FROM THE DAY YOU ARE ABLE TO USE OUR SERVICE, WHICHEVER IS SOONER.

FOR SELF-ACTIVATED TRIAL AND PAID SUBSCRIPTIONS: IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS AGREEMENT OR FROM THE DAY YOU ARE ABLE TO USE OUR SERVICE, WHICHEVER IS SOONER, THIS AGREEMENT WILL BE LEGALLY BINDING ON YOU.

ANY DISPUTE BETWEEN US, UNLESS PROVIDED OTHERWISE HEREIN, WILL BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS OUTLINED IN SECTION 13 BELOW. YOU ARE WAIVING YOUR RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY.

1. YOUR RELATIONSHIP WITH US & MANAGING YOUR COMMUNICATION

PREFERENCES: Your purchase or activation of a Subscription to any of our Services, whether directly or through a third party; your purchase or lease of a vehicle which includes a Subscription to our Services; or any other transaction with, or inquiry to, us or a third party relating to Subscriptions and/or our Services establishes a business relationship with us. You may be contacted by us (or on our behalf) via mail, email, phone, or other means. Log in to your online account or visit to manage your contact preferences or call us at 1-877-447-0011. For information on our Do Not Call Policy visit siriusxm.com/do-not-call.

2. SUBSCRIPTIONS

- a. **PLANS:** Subscriptions are available in a variety of service tiers and packages and we refer to them in this Agreement as "**Plans**." Payment options vary by Plan. We reserve the right to change, rearrange, add, or delete content on the Service or in any Plan at any time, without notice. Further, we may modify, offer additional, or cease offering certain Plans or offers at any time, including adjusting pricing for any Plan, fees or components thereof, or modifying the availability of or eligibility requirements for certain Plans. We reserve the right to migrate you to another Plan at any time. Promotional offers and certain Plans may be subject to additional terms and eligibility requirements as set out in our offer details.

Eligibility for a particular Plan or price does not guarantee its future availability to you, its transferability, or your eligibility for it on other radios or Subscriptions.

- b. **AUTOMATIC RENEWAL:** Unless otherwise stated in the offer terms, a paid Subscription Plan, including those starting with a free period, will automatically renew for additional like periods (monthly, quarterly, annually) or other length described in our offer (each a "**Subscription Period**"), until cancelled. When you subscribe and provide a payment method, you authorize us to charge your payment method at the start of your subscription (or following any free period) and on an ongoing basis at the rates in effect at the time of each renewal, plus applicable fees and taxes without further notice to you (except as required by applicable law). You must cancel prior to your renewal date to avoid future charges. See Section 4 for how to cancel. We may, at our option, process your renewal on a month-to-month basis or, if you are on Plan with a multi-year renewal term, we may reduce the renewal term.
- c. **TRIAL SUBSCRIPTIONS & EXTENDED SERVICE SUBSCRIPTIONS INCLUDED WITH A VEHICLE PURCHASE:** Subscriptions that are included with the purchase or lease of a vehicle do not automatically renew. Your service will stop at the end of the stated subscription term or your sale and/or transfer of the vehicle, whichever occurs first. THESE SUBSCRIPTION PLANS ARE NOT TRANSFERABLE TO ANOTHER RADIO/VEHICLE, ARE NOT REDEEMABLE FOR CASH OR CREDIT AND ARE NOT ELIGIBLE FOR REFUND, and the provisions in this Agreement concerning purchase, billing and refunds do not apply to these Subscriptions. Your purchase of a Subscription through an automaker or an automotive dealer is also subject to that entity's terms of sale. If you wish to turn off the service in your vehicle you may follow the instructions as set forth in Section 4(a) below as if the subscription was purchased directly through us.

3. CANCELLATION, CHANGES TO YOUR PLAN AND REFUND POLICY

- a. **Your Right to Cancel:** You may cancel your Subscription purchased directly from us, including any free trial period, at any time to avoid future charges. See Section 4 below for how to cancel. The effective date of your cancellation depends on the Service you are subscribed to as described below in Sections 3(b) for Audio Subscriptions and 3(c) for Aviation, Marine, Infotainment and Commercial Fleet Subscriptions. Cancellations within a free trial period may become effective immediately.
- b. **Audio Subscriptions Cancellation and Plan Changes**

Audio Subscriptions Are Non-Refundable: When you cancel an Audio Subscription, you are only cancelling future charges associated with your Subscription. Your cancellation will become effective at the end of your current Subscription Period (i.e., billing period), and no refunds or credits will be given for any partial period, except as provided below or as required by law.

Monthly Billed Audio Plans: If you cancel a monthly billed Subscription within seven (7) days of the start date of your Subscription, your Subscription will terminate immediately and any fees paid are eligible for a pro-rata refund, if requested. This 7-day right to cancel does not apply to subsequent monthly renewals. Cancellations after this 7-day period will be effective at the end of your current Subscription Period and any fees paid are **non-refundable**. Changes you make to your Plan will be effective at the end of your current Subscription Period, except for Service level upgrades (i.e., additional programming or listening options), in which case we will charge you the difference or apply a non-refundable credit toward your future renewal charges.

Non-Monthly Billed Audio Plans: These are Subscriptions that renew and bill for periods longer than one month, e.g. quarterly or annually billed Plans. If you cancel a non-monthly billed Subscription within thirty (30) days of the start of your Subscription or each subsequent renewal charge, your Subscription will terminate immediately and fees paid for

that Subscription Period are eligible for a pro-rata refund, if requested. Cancellations or changes (excluding upgrades) to your Plan requested after this 30-day period will be effective at the end of your current (free or paid) Subscription Period and any fees paid are **non-refundable**. Service level upgrades (i.e., additional programming or listening options) will be applied upon request, in which case we will charge you any difference or apply a non-refundable credit toward your future renewal charges.

Audio Plans that include listening entitlements for a vehicle/satellite radio: Selling, losing, trading in your vehicle or not using the Service (or any part thereof) does not cancel your Subscription. You can transfer your Service to another vehicle, excluding plans set forth in Section 2(c) above. If you don't have another vehicle, you can continue listening through the Streaming Service. No refunds or credits will be given if you don't have an activated vehicle on your Plan or if you don't use the Service. If we need to deactivate the Service in your vehicle and are unable to keep your Streaming Service on, we will cancel your Subscription and issue a pro-rata refund for any remaining pre-paid time. References to "vehicle" in this Agreement includes standalone satellite capable radios. See Section 2(c) for terms that apply to Trial Subscriptions and Extended Service Subscriptions included with a vehicle purchase.

c. Aviation, Marine, Infotainment & Commercial Fleet:

Unless otherwise stated in the Offer Details for your Plan, cancellation or changes for these Plans will be effective on the date we receive your request, or a later date that you accept or request. We will refund amounts paid in advance, on a pro-rata basis, less any applicable fees, unless stated otherwise in the specific offer that you accepted. If you change your Plan, we will charge you the difference and if the new fee is less than the fee you already paid for your current Plan, you may request the credit to remain on your account to be automatically applied to your future charges. Where a promotional offer is provided, other terms may apply.

d. Cancellations By Us:

We may cancel your Subscription if you fail to pay for your Subscription, breach this Agreement, or for any other reason in our sole discretion. **IF YOUR SUBSCRIPTION IS CANCELLED, YOU ARE RESPONSIBLE FOR PAYMENT OF ANY OUTSTANDING BALANCES ON YOUR ACCOUNT, INCLUDING ANY FEES YOU MAY INCUR OR MAY HAVE INCURRED.** We reserve the right to pursue any amounts you fail to pay or that arise in connection with our collection efforts, including bank overdraft fees and collections fees. No refunds will be given if your Subscription is suspended or where certain features are temporarily or permanently unavailable. If we need to deactivate the Service on your vehicle and cannot keep your Streaming Service on, we will cancel your subscription and issue a pro-rata refund for any remaining pre-paid time.

- e. To the extent we issue any refund or credit on a non-refundable plan (other than as set forth in this Agreement) or provide a discount or other consideration to any subscriber, we do so only as an accommodation and at our sole discretion. If we do this for any reason it does not mean we are obligated to do so again, even in the same circumstance.

4. HOW TO CANCEL

a. If you purchased your Subscription directly from us:

All Subscriptions may be cancelled by **phone** by calling the phone numbers below:

Audio/Infotainment: 1-866-635-2349 Monday-Friday 8 a.m.-8 p.m. ET

Aviation/Marine: 1-800-985-9200 Monday-Friday 8 a.m.-8 p.m. ET

In addition, you may cancel by using our **online chat** feature as follows:

Online Chat: siriusxm.com/contactus Monday-Friday 8 a.m.-11 p.m. ET

Saturday-Sunday 8 a.m.-8 p.m. ET

To ensure your cancellation is timely processed, cancel at least 24 hours prior to your upcoming renewal date.

In certain circumstances or where required by law, you may be permitted to cancel through other means. Contact hours subject to change without notice. Please visit '**Contact Us**' on siriusxm.com for the most up-to-date hours.

Streaming (App-Only) Subscriptions may be cancelled any time (except for scheduled or emergency maintenance) by logging into your account at siriusxm.com/myaccount and following the cancellation instructions.

Uninstalling our app, selling or trading in your vehicle, or not using the Service (or any part thereof) does not cancel your Subscription. If you have multiple Subscriptions, your cancellation of one Subscription will not result in the cancellation of other Subscriptions, unless you take action to do so.

- b. **If you purchased a Subscription not from us but instead through an External Service.** You must manage and cancel your Subscription directly with that External Service. See Section 7(e) below for more information.

5. RIGHT TO TRANSFER A SUBSCRIPTION

- a. Paid Subscription Plans purchased directly from us are generally transferable to another inactive radio and may be subject to the payment of a transfer fee. Subscriptions are not transferable to another person. See Section 2(c) above for exceptions.
- b. As a courtesy, and solely if we receive records that your vehicle has been sold/traded, we may automatically transfer your Subscription to your new vehicle. We will provide written notice of this transfer.

6. CHANGES

- a. **Price Changes:** We may change the rates of your Subscription from time to time. We will let you know the date on which any change will be effective. If you do not accept the change in pricing, you have the right to reject the change by cancelling your Subscription prior to the change taking effect. Changes in pricing will take effect at the start of your next Subscription Period following the date of the price change. Applicable taxes may vary depending on the jurisdiction. Advance notice will not be provided in the event of pricing or fee changes that have no impact on your total price, or any changes in applicable taxes. If you have purchased your Subscription through an External Service, price changes will be subject to its terms and conditions.
- b. **Changes To These Terms:** We reserve the right to change this Agreement at any time. Any changes will be effective upon posting of the revisions at www.siriusxm.com and our app(s) the date of which is reflected in the date last updated. If you access the Service through a mobile device or our 360L radios, such changes may also be communicated through updated versions of the Service software, which you consent to receive without further notice. If we make material changes to the Agreement, we will notify existing active Subscribers at the email address last on file. You agree that such updated Agreement will be effective either thirty (30) days after dispatch of our notice to you (or at a later time that we identify in the notice) or posting of the changes, except for changes that relate to new features or for legal reasons, which will become effective immediately. **Your continued use of the service after that date will constitute your affirmative acceptance of such changes.** If you do not agree to any change to this Agreement, you must cancel your Subscription(s) as set forth in Section 4 and discontinue using the Service.

7. SERVICE SPECIFIC TERMS

- a. **Multiple Subscriptions:** We may offer discounts and reduced rates for accounts with multiple qualifying Subscriptions. We may terminate or discontinue future availability of this discount at any time in our sole discretion.
- b. **Lifetime Subscription Plan:** This plan is no longer for sale. Lifetime Subscriptions are not transferable from one person to another and are non-refundable. You may transfer an active Lifetime Subscription to another radio an unlimited number of times for a \$35 transfer fee, and the transfer must be effectuated on the Site.
- c. **Business Subscriptions:** For information about Sirius XM Music for Business, visit siriusxm.com/siriusxmforbusiness. For information on Commercial Fleet Plans visit siriusxmfleet.com.
- d. **Free Access Subscription Plan:** The Free Access Plan is our free advertising supported Subscription. You may be offered the opportunity to self-activate this Plan or we may activate your vehicle radio after your Trial Subscription or paid Subscription Plan. The Service will continue until: (i) you or we cancel this Plan; (ii) your radio is transferred; or (iii) you purchase a Subscription. The content available may differ depending on the capabilities of your radio and this Plan is not available on all radios. You agree that we may activate this Plan on your inactive radio and the availability of this Service is determined solely by us. If this Plan has been activated on your radio, you may cancel it as set forth in Section 4. You may request that your radio not be activated with this Plan after your trial or paid Subscription by mailing a letter to Sirius XM Care, PO Box 33174, Detroit, MI 48232, Attention: No Free Access Subscription. In your letter include: (1) your first and last name; (2) email address; (3) postal address; (4) Vehicle Radio ID/ESN; and (5) indicate that you do not want the Free Access Plan.
- e. **Subscriptions Purchased Through An External Service:** If you purchase or enroll in a Subscription through an External Service: (i) your Subscription account is managed by and your payments will be processed and collected by the External Service, not us; (ii) the External Service will charge you on a recurring basis in accordance with the Plan selected, and its fees, refund and credit policies and cancellation requirements may differ from those available directly from us; and (iii) any questions related to your Subscription including payments, renewals, pricing, refunds or cancellation, must be made to the External Service directly. Subscriptions purchased through an External Service cannot be added or transferred to any account you may otherwise have directly with us, and such Subscriptions will not qualify for discounts or account features we offer. If you purchase a Subscription directly from us and you previously purchased a Subscription from an External Service, you must cancel your Subscription managed by that External Service in order to avoid duplicate charges. **If you purchased your Subscription through an External Service, you must cancel directly with such External Service.** You are responsible for reviewing and complying all terms and policies provided by the External Service before purchase. The External Service will be solely responsible for all communications with you regarding your Subscription account. The External Service will not provide technical support for the Service or respond to Service product claims and will not be responsible for any product or intellectual property claims associated with the Service. App Store (iOS) subscribers: You agree that Apple, and its subsidiaries, are third party beneficiaries of this Customer Agreement. Upon your acceptance to this Agreement, Apple will have the right (and be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.
- f. **Co-Promotional Offers:** Our Service may be offered with third-party products, services or other offers or as part of a bundle with other products or services (a "**Co-Promotion**"). We are not responsible for the products and services provided by third parties. By participating in a Co-Promotion, you agree that your contact information (e.g., name, email, phone,

address) may be provided to third parties providing such Co-Promotional service.

8. FINANCIAL MATTERS: If you purchase a paid Subscription, you agree to pay us in advance as follows:

a. **Subscription Billing Payments**

i. **Card Billing:** You may pay by credit card, debit card, a SiriusXM® Prepaid Service card or gift card. Your card will be charged on the day you select the Subscription (or after any free period) and the day of each renewal according to the recurring billing plan you accepted. The timing of your billing may change as a result of a problem with your payment method, changes you make to your Subscription, Service suspension or where in the month you start your billing cycle. If your payment method details change or are due to expire, you agree we may obtain updated information regarding your selected payment method as made available by your financial institution or through a card updater service. For recurring payments, a gift card issuer may not permit you to use gift cards. Using a prepaid service or gift card may require a valid credit or debit card on your account for your future recurring charges. When you update your payment method in your account, you authorize us to charge the updated payment method for your Subscription.

ii. **Invoice Billing:** Invoice billing is not available for all Plans. If available, invoice is available by email (an “e-bill”) and in limited instances by mail (a “paper invoice”). You may be charged an Invoice Administration Fee for paper invoices. To make payment, write your SiriusXM Account Number on your paper check and mail it to the address on your invoice. You may also pay online with a credit or debit card by logging into your account. If you choose an e-bill you will receive an email with a link to your online account where you can view your e-bill and make your payment with a credit or debit card or via ACH payment (electronic debit from your account) as available. There is no Invoice Administration fee charged with an e-bill.

b. **Payments & Late Fees:** All payments must be made in U.S. Dollars. If you do not pay your balance, we will deactivate your Subscription for non-payment and charge a late fee. If you choose to reactivate your Subscription we may charge you an activation fee, and we will apply payments first to any past due amounts and then to your current and future obligations. For unpaid amounts, we reserve the right to retry your payment method which, if successful, will keep your Subscription active and it will continue to automatically renew.

c. **Taxes:** All amounts charged to your account may be subject to tax, which will vary according to the address on your account. You are responsible for keeping your account information up to date.

d. **Fees:** We may charge you one or more of the fees below, all of which are subject to change without notice. We reserve the right to waive any of these fees at our discretion.

- **Activation Fee:** For each radio on your account, we may charge you a fee to activate, reactivate, upgrade or modify your Service.
- **U.S. Music Royalty Fee:** Plans which include music channels may be charged a U.S. Music Royalty Fee. See www.siriusxm.com/usmusicroyalty.
- **Invoice Administration Fee:** If you request to paper invoices, we may charge you an administration fee on each paper invoice rendered, except where prohibited.
- **Late Fee:** If payment is not received in a timely manner, we may charge you a late fee. This fee is not an interest charge, finance charge, or other charge of a similar nature.
- **Returned Payment Fee:** If any financial institution refuses to honor your

payment, we may charge you a fee. This fee is not an interest charge, finance charge, or other charge of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

- **A La Carte Channel Change Fee:** If you have an "A La Carte" Plan, for each subsequent transaction to change your initial channel selections, you may be charged a fee.
 - **Transfer Fee:** If you transfer a Subscription from one radio to another you may be charged a transfer fee.
 - **Cancellation Fee:** Cancellation fees or early termination fees may be charged in connection with certain offers. Any applicable cancellation fees will be disclosed in the offer details for that offer.
- e. **Billing Disputes:** If you purchased your Subscription directly with us and you have a question about your bill, call us or chat with us as provided in Section 4 above. If you wish to contact us by mail, write to: Sirius XM Care, PO Box 33174, Detroit, MI 48232. "Attention: Listener Care" for Audio/Infotainment and for Aviation and Marine Services, please note, "Attention: AV+MAR Care." Please include the following information in your letter: Your name, service address, account number, and the details of your question. **If you wish to dispute any charge, you must contact us within thirty (30) days after the date of the charge in question. OTHERWISE, YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE.**
- f. **Service Credits:** Service credits applied as an accommodation are non-refundable and non-transferable and will expire upon termination of your Subscription.
- g. **Authorization Hold:** When you provide a payment method, we will attempt to verify the information you entered by processing an authorization hold. This is not a charge, and your card issuer determines the length of time the pre-authorization is held.

9. USE OF SERVICE

- a. **Eligibility:** You must be at least 18 years old to purchase a Subscription.
- b. **Service Area:** We offer the Satellite Radio Service in the 48 contiguous United States and the District of Columbia. Our Satellite Radio Service is also available in Puerto Rico (with coverage limitations and limited to capable receivers). The Streaming Service area includes our Satellite Radio Service area and Alaska and Hawaii. The Satellite Radio Service and Streaming Service areas are collectively referred to as the "**Service Area**". Our aviation and marine weather Services are available in the 48 contiguous United States including D.C. and its coastal waters as well as Southern Canada. Our other Services, including traffic and weather services, are not available in all markets in the Service Area. Visit siriusxm.com/FAQs for more information.
- c. **Streaming Service:** You may use the Streaming Service on one device at a time per Subscription or entitlement, unless otherwise provided. Some Plans may enable you to stream our content simultaneously to multiple devices within your household up to the stated limit set forth for such Plan. Simultaneous streaming is subject to limitations, and we may change the maximum number of simultaneous streams per Plan, account or household and/or impose limits on the number of devices that you may use to access the Service at any time. Any manipulation of the Service or "spoofing" of a web device or any other activities undertaken to deliver a false geographical location or any other false information to our servers is a violation of this Agreement. You are responsible for any costs associated with your Internet service. We may modify access or disable features, including for security reasons, to limit account sharing outside your household or where we determine in our sole discretion that there has been misuse of your account, and block

future access to the Service. A “**household**” means devices associated with your primary residence that are used by you and other individuals that also reside at that address.

- d. **Personal Use of the Service:** The Service is provided only for your personal, non-commercial enjoyment and may not be shared beyond your household. You may not make commercial use (except as provided in Section 7(c)) or record (except as permitted in Section 9 (e)), charge admission for listening to or distribute playlists of our programming or otherwise sell access to your account. Should your username and/or password be lost or stolen, go to www.siriusxm.com/myaccount to change it immediately. You agree that we do not have any responsibility if you lose or share access to your account. You are solely responsible for all use of your account, including the use of your account by other members of your household.
- e. **Recorded Content:** Certain types of radios have the ability to record programming transmitted over the Service (“**Recorded Content**”). Subject to applicable laws, you may access such Recorded Content only as long as you pay your Subscription. We reserve the right to change, reduce, eliminate or charge a fee for this and/or any related functionality.
- f. **Service Interruptions:** The Service may be unavailable or interrupted for a variety of reasons, many of which we cannot control, including disruptions to the Internet.
- g. **Advisory Nature of Services; User Responsibility; User Safety/Reliance; Parental Control:** You assume the entire risk related to your use of the Service. The traffic, weather, marine weather, aviation weather, fish mapping and other content and emergency alert information and data on the Service is not for “safety for life,” but is merely advisory in nature. You should not rely on such information in any aircraft, sea craft, automobile, or any other usage, including disease or diagnosis. We are not responsible for any errors or inaccuracies in information provided over the Service or its use. Some programming includes explicit language. We are not responsible for content that you or anyone else may find offensive or inappropriate.
- h. **Service Suspension:** Subscribers may request that their paid Subscription be temporarily suspended one time in any calendar year for a duration of up to six months. Suspended Subscriptions will receive no Service, accrue no Subscription fees, and be charged no fees to restore service to active status, provided that service is restored within the six-months. Services that are suspended will be automatically reactivated on the earlier of the date requested, or the six-month anniversary of the date the paid Subscription was suspended. If you requested a service suspension while in a promotional period, this suspension will not change the end date of your promotional period. We reserve the right to discontinue this feature at any time. Service suspension is not available on Streaming (app only) Audio Plans.
- i. **Service Updates:** We reserve the right to automatically update the Service and related software. These updates may happen in the background at any time (and they cannot be disabled by you). By using the Service, you hereby agree to receive such updates.
- j. **User Code of Conduct:** You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on the Service. You are prohibited from using any services or facilities provided in connection with the Service to compromise security or tamper with system resources and/or accounts. If we believe that you have engaged in any of the fraudulent, deceptive or malicious activity in connection with your use of the Service, we reserve the right to take any action to remedy such activity, including termination of your account and other legal or corrective action.

- k. **Technology:** You agree not to copy, decompile, disassemble, reverse engineer, make derivative works of or manipulate any technology, data or content stored or incorporated in any radios, our apps, equipment or software used to receive the Service.
- l. **AI Matters:** You may not use services or technologies that are labeled or described as including, using, powered by, or being a machine learning or Artificial Intelligence ("AI") system to discover any underlying components of our models, algorithms, metadata and systems. You may not use web scraping, web harvesting, or web data extraction methods to extract data from our Services. You may not use our Services, or data from our Services, to create, train, or improve (directly or indirectly) any AI service. Our Service contains copyrighted material, including material we have created and materials we have licensed from third parties. Any use of copyrighted material, including use in connection with artificial intelligence or machine intelligence technologies or services or the creation of AI-trained content, is prohibited without a license from the applicable rightsholders. As part of providing our Service, we may process and store inputs to the Service as well as output from the Service, for several purposes, including improving our Services, providing and assisting in providing customer service, and monitoring for and preventing abusive or harmful uses or outputs of the Service. You are solely responsible for responding to any third-party claims regarding your use of the Services in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to content output associated with your use of the Services).
- m. **User Submissions and Appearances:** We are free to use and sublicense any comments, information, ideas, concepts, reviews, or techniques, or any other material including your name, likeness, personality, voice, and any other materials or information you provide to us or contained in any communication you may send or direct to us ("**Feedback**") in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.
- n. **Login, Authentication and Important Account Notifications:** We may use pre-recorded calls and text messages for authentication, login, account recovery and other important account related messages. By providing a phone number when you sign-up or otherwise adding a number to your account, you are expressly consenting to receive text messages or pre-recorded calls to that number from us (or one of our service providers), that may be sent using an automatic telephone dialing system or other automated system, for these account related purposes. The frequency of these messages will vary based on how you use the Service. Replying "STOP" to any of these messages will not add your number to our Do Not Call list for marketing-related communications. You must separately add your number to our Do Not Call List at www.siriusxm.com/do-not-call if you do not wish to receive marketing related calls or text messages.
- o. **Your Use of Third-Party Services to Manage Your Subscription:** Some third parties offer or represent that they can assist you in managing various aspects of your Subscription, including cancellation or changing your service plan. For your protection and ours, we reserve the right to not engage with such entities and communicate only with you, the authorized subscriber, regarding your account. We do not agree to engage with any person, robot, AI tool or other automated technology deployed by such third party and are not responsible for any changes they make to your account or the failure of such service to complete a transaction on your account. To the extent any third-party claims to be your authorized representative, we may, in our sole discretion, request proof of such authorization in writing from you before engaging with such third party.

10. RADIOS AND OTHER EQUIPMENT

- a. **Authorized Equipment:** We are not liable for any damage to your personal or real

property, including your vehicle, home or other property, resulting from installation or use of any radio or accessories.

- b. **Radio Entitlements:** A separate Subscription or entitlement is required for each radio.
- c. **For Customers Using Certain 360L Equipment; Your Relationship with the Wireless Service Provider:** Certain radios and equipment that receive our 360L service may be sold or provided with wireless Internet service by a telecommunications carrier arranged by us or by a third party, such as an automaker. Our “**360L**” service refers to the service we provide to radios utilizing a combination of our satellite network and a wireless Internet connection. Certain features and/or content may not be available unless an active data connection is enabled in the vehicle or on the device. Content may vary between our Satellite and Streaming Services and by Plan. Subscribers that receive our 360L service with wireless Internet service by a telecommunications carrier arranged by us or a third party: (1) have no contractual relationship with the underlying wireless service carrier for your 360L service; (2) are not a third party beneficiary of any agreement with that wireless service provider; (3) agree that the wireless service provider has no liability of any kind to you, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise; (4) acknowledge that data transmissions and messages may be delayed, deleted or not delivered, and 911 or similar emergency calls may not be completed; and (5) understand that such wireless service provider does not guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the service. In cases where the wireless Internet service is not arranged by us or a third party, you are responsible for your wireless service connection and for all related service charges. Use of 360L service in a vehicle may be subject to acceptance of additional automaker terms and conditions.

11. OUR CONTENT: All music, programming, text, software (including source and object codes), data, information, visual, oral or other digital material, and all other content available on the Site or included in the Service (collectively, the “**Content**”), and all worldwide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights and all other rights in or relating to the Content are owned by us or are the property of our licensors and suppliers who have given us permission to use it. Neither your access to and use of the Service or our apps, nor does this Agreement grant you any right, title or interest or license in or to any such Content, and you may not use such Content without the express written permission of the owner(s).

12. LIMITATION OF LIABILITY

- a. **Disclaimers:** ALL OF OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CONTENT AVAILABILITY, QUALITY AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.
- b. **Limitations of Liability:** IN NO EVENT ARE WE OR ANY THIRD PARTY, INCLUDING ANY EXTERNAL SERVICE, LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, OR LOSSES RELATING TO: (A) THE PURCHASE, USE OR LOSS OF USE OF ANY RADIO, EQUIPMENT OR SERVICE, (B) YOUR USE OF THE SITE OR OUR APPS, OR FROM ANY CONTENT POSTED ON THE SITE BY US OR ANYONE ELSE, OR (C) LOSS OR CORRUPTION OF DATA, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, WHETHER ARISING OUT OF BREACH OF THIS AGREEMENT, TORT OR ANY OTHER CAUSE OF ACTION RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND COMPANY'S AFFILIATES OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE COMPANY, AND/OR ITS AFFILIATES, EXCEED THE PRICE PAID BY YOU TO THE COMPANY OR YOUR EXTERNAL SERVICE PROVIDER FOR THE MOST RECENT SIX MONTHS OF SERVICE IMMEDIATELY PRIOR TO THE SPECIFIC EVENT WHICH GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS.

- c. **State Law:** SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.
- d. **Miscellaneous:** UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
- e. **Indemnification:** EXCEPT FOR OUR WILLFUL MISCONDUCT, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS SUBSIDIARIES, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, LICENSORS AND SERVICE PROVIDERS ("**INDEMNIFIED PARTIES**") FROM ANY AND ALL CLAIMS, LIABILITY AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES), WHETHER IN TORT, CONTRACT OR OTHERWISE, RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICE, OUR APPS, OR THE SITE, AND ANY BREACH OF THIS AGREEMENT OR APPLICABLE LAW. THIS INDEMNIFICATION OBLIGATION INCLUDES THE ACTS OR OMISSIONS OF ANYONE ACCESSING THE SERVICE, WITH OR WITHOUT YOUR PERMISSION.

13. RESOLVING DISPUTES

PLEASE READ THE PROVISIONS OF THIS SECTION CAREFULLY. THESE DISPUTE RESOLUTIONS PROVISIONS PROVIDE THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE HEREBY WAIVING THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR, OR A PANEL OF ARBITRATORS, INSTEAD OF A JUDGE OR JURY.

THESE DISPUTE RESOLUTION PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Any legal or equitable claim relating to the Service, the Site, your Subscription, or this Agreement (a "**Claim**") will be resolved as follows:

- a. **Mandatory Pre-Arbitration Notice and Informal Claim Resolution Procedures:** To initiate an informal resolution to a Claim, the initiating party must send a written dispute notice to the other party by first class United States mail. If you initiate a Claim, send notice to Sirius XM Radio LLC, 1221 Avenue of the Americas, 35th Floor, New York, NY 10020, Attention: General Counsel. If we initiate a Claim, we will send our notice to the billing address on file with us. Neither of us may start a formal proceeding (except for Claims described in Section 13(e) below) for at least sixty (60) days after one of us notifies the other of a Claim in writing. Any notice must include (i) the claimant's name, address, phone number, email address and, if applicable, SiriusXM account number; (ii) description of the nature and basis of the Claim; (iii) relevant facts regarding the Claim; (iv) a description of the nature and basis of the specific relief sought, including damages sought, if any, and a detailed calculation for them; and (v) a personally signed statement from the claimant (or a corporate representative if the claimant is Sirius XM) (and not their counsel, agent or other representative) verifying the accuracy of the contents of the notice. Such informal resolution

request must be made individually and must concern only the initiating party's dispute and no other person's dispute.

After receipt of a completed dispute notice, the parties shall engage in a good faith effort to resolve the dispute for a period of sixty (60) days. If we and you do not reach an agreement to resolve the issues identified in the notice within sixty (60) days after the completed notice is received, you or we may commence an arbitration proceeding or a small claims court proceeding (if permitted by small claims court rules).

Compliance with this Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures section is a condition precedent to initiating arbitration. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution procedures set forth in this Section 13(a). All of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures are essential so that you and we have a meaningful opportunity to resolve disputes informally.

If any aspect of these requirements has not been met, a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the arbitration administrator may not accept, administer, assess, or demand fees in connection with an arbitration that has been initiated without completion of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures. If the arbitration is already pending, it shall be administratively closed. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with these Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures in arbitration.

- b. **Formal Resolution:** If we cannot resolve a Claim informally, then the Claims shall be resolved, upon election by either party, exclusively and finally by binding arbitration. Any demand for arbitration under this Agreement shall be made before the applicable statute of limitations to a Claim(s) has run.

You and the Company agree that any issues concerning: (i) the arbitrability of any Claim; (ii) whether these arbitration provisions are unenforceable, unconscionable, applicable, valid, void or voidable; or (iii) the interpretation of this Agreement, including its arbitration provisions, will, in the first instance, be delegated to the arbitrator. However, any challenge to the validity or effect of the Class Action Waiver in paragraph (k) of this Section must be decided by a court. For the avoidance of doubt, an arbitrator will decide in the first instance whether a party is seeking the kind of individual public injunctive relief permitted by paragraph (k) of this Section.

The party initiating arbitration must follow the rules and procedures of the American Arbitration Association ("AAA") in effect at the time the Claim is filed, and the parties agree that the arbitration shall be administered by the AAA. You may obtain copies of the current rules, forms and instructions for initiating an arbitration by contacting:

American Arbitration Association
1633 Broadway, 10th Floor
New York, NY 10019
Web site: www.adr.org

This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA"), and not by any state law concerning arbitration.

You and we agree that the party initiating arbitration must submit a certification that they (i) have complied with and completed the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures requirements contained in Section 13(a); and (ii) are a party to this agreement to arbitrate enclosed with or attached to the demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and their counsel, if represented).

- c. **Confidentiality:** Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.
 - d. **Arbitration Relief:** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief, including a Claim for public injunctive relief brought in an individual capacity, and only to the extent necessary to provide relief warranted by that party's individual Claim. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise or as provided in this arbitration agreement, the arbitrator may not consolidate more than one person's Claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; or consolidation are found to be unenforceable with respect to a particular Claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular Claim), then the parties agree such a Claim or request for relief shall be decided by a court of competent jurisdiction in accordance with Section 14(d), after all other arbitrable Claims and requests for relief are arbitrated.
- You agree that any arbitrations between you and the Company will be subject to the Dispute Resolution Provisions in this Section 13 and not to any prior arbitration agreement you had with Company.
- e. **Exceptions:** Notwithstanding the foregoing, any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. §605, the Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521, or a violation of our intellectual property rights may be decided only by a court of competent jurisdiction.
 - f. **Small Claims:** Instead of proceeding to arbitration, either you or we have the option to pursue a Claim in small claims court (or the equivalent) so long as the Claim 1) remains in that court, 2) is made solely on our behalf (if brought by us) or on your behalf, and 3) does not seek damages or other monetary relief in excess of \$5,000. However, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.
 - g. **Arbitration Costs:** Whoever files the arbitration pays the initial filing fee. Except for Mass Arbitrations (see paragraph (i) below), if there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. Each party will bear the expense of its own attorneys, experts, witnesses, and other expenses, regardless of which party prevails. If the arbitrator finds that either party's Claim or the relief sought in the demand for Arbitration was frivolous or was brought for an improper purpose (as

measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the other party will have the right to recover its attorneys' fees and expenses, including arbitration fees.

- h. **Opt-out of Arbitration:** You may elect to exclude yourself from the agreement to arbitrate by sending a letter (an "**Opt-Out Notice**") by first class United States mail to Sirius XM Radio LLC, 1221 Avenue of the Americas, 35th Floor, New York, NY 10020; Attention: General Counsel: Arbitration Opt-Out for Subscription Services. The Opt-Out Notice must include: (1) your first and last name; (2) your postal mailing address; (3) phone number; (4) email address; (5) your Radio ID/ESN (if your Subscription is for vehicle or portable radio); (6) Vehicle Identification Number (if your Subscription is for a vehicle radio); and (7) a clear statement that you do not wish to resolve disputes with us through arbitration. You must personally sign the Opt-Out Notice (and not your counsel, an agent or other representative).

The Opt-Out Notice must be received no later than thirty (30) days from the date of purchase or the start of your Subscription, whichever comes first. You must submit a separate Opt-Out Notice for each of your Subscriptions. All other terms of this Agreement will continue to apply to your use of the Service and your Subscription, and this Agreement including the requirement to participate in Informal Dispute Resolution (Section 13 (a)), the Class Action Waiver (Section 13 (k)), and the Applicable Law provision (Section 14(d)). If you do not timely opt out of this agreement to arbitrate, such action shall constitute mutual acceptance of these arbitration terms. Opting out of these arbitration terms has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- i. **Special Procedures for Mass Arbitration:** If twenty-five (25) or more similar Claims are asserted against us by or through the same or coordinated counsel or are otherwise coordinated, then the resolution of your dispute will be subject to these Special Procedures for Mass Arbitration. These Special Procedures for Mass Arbitration will apply whether or not such Claims are filed simultaneously. You also agree to the following coordinated bellwether process and application of the AAA Multiple Consumer Case Filing Fee Schedule and the AAA Mass Arbitration Supplementary Rules.

Counsel for the claimants and counsel for us shall each select ten (10) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. The parties may, but are not required to, agree in writing to modify the number of cases to be included in the bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings pursuant to this provision.

In the bellwether process, a single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator during the bellwether process unless the parties agree otherwise. These bellwether Claims will be resolved within one-hundred and twenty (120) days of the initial pre-hearing conference.

After decisions have been rendered in the first twenty (20) cases, we and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the bellwether cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process.

After decisions have been rendered in the second group of twenty (20) cases, we and all claimants shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the decided bellwether cases; if a

global settlement cannot be reached in the second mediation, the parties also may discuss with the mediator the process for resolving the remaining cases with the benefit of the decisions in the first two (2) rounds of bellwether cases; the parties are not required to agree to any modifications to the process set forth herein.

Following the second global mediation, you or we may separately or by agreement, opt out of arbitration and elect to have your Claim heard in court consistent with this Agreement. You may opt out of arbitration by providing an Opt-Out Notice in accordance with Section 13(h), except this notice shall be provided within thirty (30) days after the conclusion of the second global mediation. We may opt your Claim out of arbitration by sending an individual notice of our intention to opt out to your counsel, signed by a corporate representative and sent by first class United States Mail within fourteen (14) days of the expiration of your thirty (30) day period to opt out.

Absent a settlement or agreement to modify the procedure for arbitrating the remaining cases (to the extent you or we have not opted-out), in order to increase the efficiency of administration and resolution of any remaining arbitrations, the arbitration provider shall: (i) administer the arbitration demands in batches of fifty (50) demands (to be randomly selected unless otherwise agreed by the parties) per batch (to the extent there are fewer than fifty (50) arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (ii) designate one (1) arbitrator for each batch; (iii) provide for a single filing fee due per side per batch; and (iv) not administer more than five (5) batches at any given time.

You agree to cooperate in good faith with us and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of Claims, including the payment of single filing and administrative fees for batches of Claims. This "Batch Arbitration" provision shall in no way be interpreted as authorizing class arbitration of any kind. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected for inclusion in a batch pursuant to this provision.

We do not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated Claims under any circumstances, except as set forth in this Section 13(i).

The statute of limitations and any filing fee deadlines shall be tolled for Claims subject to this Section 13(i) from the time these Special Procedures for Mass Arbitration are triggered until the time your Claim is selected to proceed, withdrawn, opted-out of these Special Procedures for Mass Arbitration or otherwise resolved.

A court shall have authority to enforce this Section 13(i) and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against us.

- j. **Injunctive Relief:** The provisions of this Section 13 will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to our intellectual property rights, our operations, and/or our Services.
- k. **Class Actions and Severability:** You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration or litigation (to the extent you elect to Opt-Out of Arbitration) ("**Class Action Waiver**"). There shall be no right or authority for any claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, as a private attorney general, or other Subscribers, or other persons similarly situated. The parties acknowledge and agree that under no circumstances

will a class action be arbitrated. This paragraph shall be known as the "Class Action Waiver."

The Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or cannot be enforced, then the parties' agreement to arbitrate (except for this sentence) shall be null and void, subject to the right to appeal any limitation or invalidation of the Class Action Waiver. If this entire agreement to arbitrate is determined to be null and void, then the parties agree that any actions shall be brought in the State or Federal courts of New York, New York.

- l. **Binding Effect:** In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged, as set forth in the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction.
- m. **Amendments:** No amendment to this Agreement will retroactively modify the parties' agreed-to dispute resolution provisions of this Agreement for then-pending disputes, unless the parties expressly agree otherwise in writing. For the avoidance of doubt, "then-pending disputes" means any legal action filed before any court or tribunal (such as the American Arbitration Association) prior to the effective date of the amendment.

14. MISCELLANEOUS

- a. **Notices:** Notices to you will be deemed given when deposited in the mail, when sent to the last email address on file with us, in-app or radio receiver display notification, by posting on Site, or by telephone, which will be deemed given when a message is left with you, someone answering the telephone at your residence or a voice mail system at your phone number on record with us. Notices may be included in statements or other communications to you. You agree that any notices or other communications that we provide to you electronically or by telephone will satisfy any legal communication requirements, including that such communications be in writing. **Specifically, renewal notices, price changes and updates to this Agreement will be sent to your last email address on file.** You are responsible for maintaining the accuracy of your account information. Your notices to us will be deemed given when we receive them at the telephone number or, in writing at the postal address, in Section 8(e) above. All bankruptcy notices are to be sent in writing to the mailing address in Section 8(e).
- b. **California Residents:** Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding this Site or our Services, please contact us as provided in Section 4 or write to us as set forth in Section 8(e) above. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
- c. **Full Agreement:** This Agreement constitutes the entire agreement between us concerning your access to and use of the Service, our apps, or the Site and may be modified by the unilateral amendment of this Agreement and the posting by us of such amended version. This Agreement supersedes any previous agreements. With the exception of the Class Action Waiver in Section 13(k), if any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of this Agreement will remain enforceable. Any specific terms that expressly or by their nature survive termination shall continue thereafter until fully performed. A waiver of any terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

- d. **Applicable Law:** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York, without regard to conflict of law principals. Any dispute that is not subject to arbitration as set forth in Section 13 of this Agreement or any issues involving the arbitrability or enforcement of any provision under Section 13 shall be brought in the appropriate state or federal court located in New York County, NY and we and you each irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New York County, NY for the adjudication of all non-arbitral claims other than those brought in small claims court in accordance with Section 13(f).

THANK YOU FOR CHOOSING SIRIUSXM.

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