

WEBSITE TERMS OF USE

Effective: January 19, 2018

This website terms of use ("**Terms of Use**") between you ("**Subscriber,**" "**you**" or "**your**") and Sirius XM Radio Inc. (the "**Company,**" "**us,**" "**our**" or "**we**") applies to your paid, trial or other subscription ("**Subscription**") in the Service Area (defined below) to our satellite radio service ("**Satellite Radio**"), our streaming service ("**Streaming**"), and any other service we offer such as traffic, weather (including marine and aviation), data and infotainment, any Equipment Technology (defined below) relating thereto, and to this web site ("**Site**") available to Subscribers, prospective consumers, and other visitors. The Satellite Radio service, Streaming service, traffic and weather services, including marine weather, aviation weather, the infotainment service and any other programming or data for Equipment Technology for radio, television, online, our apps, portable, wireless, mobile, home devices and other receivers now known or later developed ("**Radios**"), will be collectively referred to here as the "**Service(s).**"

Our Customer Agreement also governs your Subscription, and can be found at www.siriusxm.com/customeragreement.

Our Privacy Policy governs the treatment by us of both anonymous and personally identifiable information that we collect when you use the Services, our apps, or our Site, and can be found at www.siriusxm.com/privacy.

A. CONTACT INFORMATION:

1. By Phone: To contact us with Service related issues:

<u>Service</u>		<u>Care Phone</u>	<u>Hours (Eastern Time)</u>	<u>Number</u>
Audio Subscriptions	Listener Care	1-888-539-7474	Monday through Friday 8:00 AM, ET through 10:00 PM, ET	
			Saturday and Sunday 8:00 AM, ET through 8:00 PM, ET	
Aviation and Marine Weather Subscriptions	Customer Care	1-855-796-9847		

These hours of operation are subject to change without notice.

2. By Mail: For all Services, write to: Sirius XM Care, P.O. Box 33174, Detroit, MI 48232. For aviation and marine weather Services, please note, "Attention: AV+MAR Care." For all other Services, please note "Attention: Listener Care."

B. CHANGES IN TERMS: WE RESERVE THE RIGHT TO CHANGE THESE TERMS OF USE AT ANY TIME. ANY CHANGES WILL BE EFFECTIVE UPON POSTING OF THE REVISIONS AT WWW.SIRIUSXM.COM REFLECTING THE NEW EFFECTIVE DATE. YOUR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF THE CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

C. USE OF SITE:

1. Eligibility For Use of Site: You must be at least 18 years old to subscribe to the Service and use the Site.

2. Service Area: We offer the Satellite Radio Service in the 48 contiguous United States and the District of Columbia. The Sirius Satellite Radio Service is also available in Puerto Rico (with coverage limitations).¹ The Streaming Service area includes our Satellite Radio Service area and also Alaska, Hawaii and Puerto Rico. (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 continental United States 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. Please consult our FAQs at www.Siriusxm.com/FAQs or contact us to find out if those Services are available in your area.

3. Streaming Service: You may use the Streaming Service on one device at a time per Subscription, unless otherwise described in our offer. The Streaming Service is intended to be enjoyed within the Service Area only. Your manipulation of the Service or "spoofing" of a web device or any other activities undertaken to deliver to our servers a false geographical location is a violation of these Terms of Use.

4. Personal Use of the Service: The Service is provided only for your personal, non-commercial enjoyment. You may not make commercial use of, or record (except as permitted in subsection 5 below), charge admission for listening to or distribute play lists of our programming. Should your username and/or password be lost or stolen, go to www.siriusxm.com/myaccount to change it immediately.

5. 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.

6. Service Interruptions: The Streaming Service, online or in our apps, may be unavailable or interrupted from time to time as a result of difficulties with the Internet generally or with your web browser, computer, home wiring or network, cellular data service, or Internet service provider and/or other things we cannot control. The Satellite Radio Service may be unavailable or interrupted for a variety of reasons, many of which we cannot control. The Satellite Radio Service might also not be available in certain places (e.g., in tunnels, parking garages, or within or next to buildings) or near other technologies.

7. Service Suspension: Subscribers to our streaming service as well as other audio, data, marine weather and aviation weather services may request that their paid Subscription be placed into a "suspended" state one time in any calendar year for a duration of up to six months. You must call us to suspend service. 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 permitted six-month period. Services that are suspended will be automatically reactivated on the earlier of the date requested, or the six-month anniversary of the

¹ Satellite radio audio reception for Sirius in Puerto Rico is best in the Greater Metropolitan Area of San Juan and may not be available in other areas. Puerto Rico residents should consult SiriusXM Listener Care for the most current audio reception information.

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.

8. Advisory Nature of Services; User Responsibility; User Safety/Reliance; Parental

Control: You assume the entire risk related to your use of the Service and the Site. The traffic, weather, marine weather, aviation weather, 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. We are not responsible for any errors or inaccuracies in the Service, the Site, or their use. Some programming includes explicit language. We are not responsible for content that you or anyone else may find inappropriate.

9. Changes To The Site: We reserve the right to change, rearrange, add, or delete content on the Service, our apps, and the Site at any time.

D. OUR HARDWARE, TECHNOLOGY AND CONTENT:

1. 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, receivers, equipment or software used to receive the Service (collectively, "**Equipment Technology**"). You agree not to upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, disable or limit the functionality of the Site or the Streaming Service.

2. 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 on this Site or in our apps, nor do these Terms of Use grant you any right, title, 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).

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E. LIMITATION OF LIABILITY:

1. Disclaimers: ALL OF OUR SERVICES, INCLUDING PROGRAMMING AND ON-AIR ADVERTISING, ARE PROVIDED "AS IS" AND "AS AVAILABLE." ALL WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED.

UNDER NO CIRCUMSTANCES SHOULD A USER OF THE SERVICE OR SITE MAKE DECISIONS BASED SOLELY OR IN PART ON TRAFFIC, WEATHER, OR OTHER INFORMATION CONTAINED WITHIN THE SERVICE, OUR APPS, OR SITE. THE COMPANY ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, DAMAGES OR OTHER LOSSES RESULTING FROM OR ASSOCIATED WITH USE AND/OR MISUSE OF THE SERVICE, OUR APPS, OR SITE.

2. Limitations of Liability: IN NO EVENT ARE WE OR ANY THIRD PARTY LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, OR LOSSES RELATING TO THE USE, LOSS OF USE OR DATA, OR PURCHASE OF ANY RADIO OR EQUIPMENT, OR YOUR PURCHASE OR USE OF THE SERVICE, YOUR USE OF THIS SITE OR OUR APPS, OR FROM ANY CONTENT POSTED ON THE SITE BY US OR ANYONE ELSE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, WHETHER ARISING OUT OF BREACH OF THESE TERMS OF USE, TORT OR ANY OTHER CAUSE OF ACTION RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF THESE TERMS OF USE.

IN NO EVENT WILL THE AGGREGATE OF EACH OF THE COMPANY AND ITS AFFILIATES' LIABILITY FOR ANY AND ALL OF YOUR CLAIMS, OR ANY THIRD PARTY CLAIMS, AGAINST US AND OUR PROGRAMMING OR DATA SUPPLIERS, SERVICE PROVIDERS, MARKETING/DISTRIBUTION SOFTWARE OR INTERNET SUPPLIERS OR HARDWARE OR SOFTWARE MANUFACTURERS, OR SUPPLIERS, CONTRACTORS AND LICENSORS, OR INDEPENDENT SELLERS, ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS PURSUANT TO THESE TERMS OF USE OR BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE COMPANY, AND/OR ITS AFFILIATES, OR YOUR ACCESS TO OR USE OF OR INABILITY TO USE THE SERVICE OR SITE, EXCEED THE PRICE PAID BY YOU TO THE COMPANY HEREUNDER FOR THE MOST RECENT SIX MONTHS OF SERVICE IMMEDIATELY PRIOR TO THE SPECIFIC EVENT WHICH GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES HEREIN ARE REFLECTED IN OUR PRICES AND ARE A FUNDAMENTAL ELEMENT OF THESE TERMS OF USE. YOU MAY HAVE GREATER RIGHTS THAN DESCRIBED ABOVE UNDER YOUR STATE'S LAWS.

3. Your Risk: YOU AGREE THAT YOUR ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE, OUR APPS, OR THE SITE IS AT YOUR SOLE RISK. WE ARE NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS RESULTING FROM YOUR ACCESS TO OR USE OF, OR INTERRUPTIONS IN THE TRANSMISSION OR RECEPTION OF THE SERVICE OR SITE, INCLUDING ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA, AND/OR ANY RADIO. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY OR GUARANTEE IN ANY WAY WHATSOEVER RELATING TO THE SERVICE OR SITE.

4. 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.

5. 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.

6. Indemnification: EXCEPT FOR WILLFUL MISCONDUCT ON THE PART OF THE COMPANY, YOU

AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS 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 THIS SITE, AND ANY BREACH OF THESE TERMS OF USE, APPLICABLE LAW OR ANY RIGHT OF THE INDEMNIFIED PARTIES OR ANY THIRD PARTY. THIS INDEMNIFICATION OBLIGATION INCLUDES THE ACTS OR OMISSIONS OF ANYONE ACCESSING THE SERVICE OR OUR APPS, WITH OR WITHOUT YOUR PERMISSION.

F. RESOLVING DISPUTES:

PLEASE READ THIS PROVISION OF THIS SECTION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. BY AGREEING TO 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. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE (BY THEIR ACCEPTANCE OF THESE TERMS OF USE, IN ACCESSING OR USING THE SERVICE OR THE SITE) TO HAVE ANY DISPUTES RESOLVED THROUGH ARBITRATION.

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

1. Informal Claim Resolution: To initiate an informal resolution to a Claim, you must send a notice by first class United States mail to Sirius XM Radio Inc., 1290 Avenue of the Americas, 11th Floor, New York, NY 10104, Attention: CRM (a "**Notice**"). Neither of us may start a formal proceeding (except for Claims described in subsection 3 below) for at least sixty (60) days after one of us notifies the other of a Claim in writing. If we initiate a Claim, we will send our notice to the billing address on file with us.

2. Formal Resolution: If we cannot resolve a Claim informally, including past, present, and future Claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, then these Claims shall be resolved, upon election by either party, exclusively and finally by binding arbitration.

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, New York 10019
Web site: www.adr.org
(800) 778-7879

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.

3. 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.

4. 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, and 2) is made solely on our behalf (if brought by us) or on your behalf. However, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

5. Cost Sharing: Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. 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. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. However, we will advance or reimburse your fee if the arbitration firm or arbitrator determines there is good reason requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

6. Class Actions and Severability: All Claims shall be arbitrated on an individual basis. 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, other Subscribers, or other persons similarly situated. No Claim submitted to arbitration is heard by a jury or may be brought as a private attorney general. 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 ("**Class Action Waiver**"). The Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this agreement to arbitrate Claims. A "**Claim**" does not include any challenge to the validity and effect of the Class Action Waiver, which must be decided by a court. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. If any portion of this arbitration agreement or 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 with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver, that portion will be severed, and the rest of the arbitration agreement will continue to apply. If this entire agreement to arbitrate shall 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.

7. 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.

G. MISCELLANEOUS:

1. Notices: Notices to you will be deemed given when deposited in the mail, when sent by email 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. Your notices to us will be deemed given when we receive them at the telephone number or, in writing at the address, in Section A above.

2. Full Agreement: These Terms of Use constitutes the entire agreement between us concerning your access to and use of the Site and may be modified by the unilateral amendment of these Terms of Use and the posting by us of such amended version. 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 these Terms of Use 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.

3. Applicable Law: The interpretation and enforcement of these Terms of Use shall be governed by the laws of the State of New York. Section F. shall be governed by the FAA without reference to state law.

THANK YOU FOR CHOOSING SIRIUSXM.

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