

## CUSTOMER AGREEMENT FOR MUSIC FOR BUSINESS SERVICES-- PLEASE READ

Last Updated: January 9, 2025

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 or other subscription ("**Subscription**") to our music for business service ("**Music for Business**") in the United States. It also applies to the Equipment Technology (as defined below) you use to enjoy your Music for Business Subscription. The Business Establishment Subscription and Equipment Technology will be collectively referred to herein as the "**Service**."

If you purchase or activate a Subscription through a third party (such as through Dynamic Media or another reseller of the Service) (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 Section D below.

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

**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. TO CANCEL YOUR SUBSCRIPTION PLEASE FOLLOW THE INSTRUCTIONS IN SECTION D BELOW.**

**Trial Subscriptions to our Service will automatically stop at the end of your trial period, unless you purchased a paid Subscription.**

**If you purchase a Subscription, it will continue under this Agreement for the length of the Plan you've selected and will automatically renew for additional periods of the same plan length, or on a monthly basis, or for the length described in the offer you select, at the rates in effect at that time, unless you cancel it. To cancel your Subscription you must call us at the applicable number below.**

**Any dispute between us may be resolved by binding arbitration on an individual basis as outlined in Section L below. You are waiving your right to go to court, including the right to a jury.**

### **A. YOUR RELATIONSHIP WITH US & MANAGING YOUR COMMUNICATION**

**PREFERENCES:** Your purchase or activation of a Subscription to our Service, whether directly or through a third party, or any other transaction with, or inquiry to, us or a third party relating to Subscriptions and/or our Service establishes a business relationship with us. You may be contacted by us (or on our behalf) via mail, email, phone, or other means. Call us at 1-888-539-7474 to manage your contact preferences. For information on our Do Not Call Policy visit [siriusxm.com/do-not-call](http://siriusxm.com/do-not-call).

### **B. SUBSCRIPTIONS**

**1. PLANS:** Subscriptions are available in two programming packages, "**Business Streaming**" and "**Business Satellite**," and we refer to them in this Agreement as "**Packages**." Subscriptions are also available in two recurring payment plans, "**Monthly**" and "**Annual**" and we refer to them in this Agreement as "**Plans**." You have the right to change your Package (e.g., from Business Streaming to Business Satellite). You also have the right to change your Plan (e.g., from a Monthly Plan to an Annual Plan). We reserve the right to change, rearrange, add, or delete content on the Service or in any Package at any time, without notice. Further, we may modify, offer additional, or cease offering certain Packages, Plans or offers at any time, including adjusting the pricing for any Package, fees or components thereof, or modifying the availability or eligibility requirements for certain Plans or Packages. We reserve the right to migrate you to another Package or Plan. Promotional offers and certain Packages and Plans may be subject to additional terms and eligibility requirements as set out in our offer details. Eligibility for a particular Package, Plan or price does not guarantee its future availability to you, its transferability, or your eligibility for it on other radios or Subscriptions.

**2. AUTOMATIC RENEWAL:** Unless otherwise stated in the offer terms, a paid Subscription, including those starting with a free period, will automatically renew for additional like periods (monthly, annually) or any 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 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 D for how to cancel. We may, at our option, process your renewal on a month-to-month basis instead of your chosen Subscription Period.

#### **C. CANCELLATIONS AND REFUND POLICY:**

**1. 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, though this Agreement will remain legally binding if you do not do so within seven (7) days of the start of your Subscription.

**2. Cancellation 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.

**3.** To the extent that 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.

#### **D. HOW TO CANCEL**

##### **1. If you purchased your Subscription directly from us:**

All Subscriptions may be cancelled by phone by calling the phone number below:

**Service**  
Music for Business Subscriptions

**Care Phone Number**  
1-888-539-7474

Your cancellation will be effective on the date we receive your notification or on a later date that you request. In certain circumstances, a cancellation fee may apply, such as when you purchase a radio in combination with a Subscription at a discount.

Uninstalling our app 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.

**2. 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 G(2) below for more information.

#### **E. CONTACT INFORMATION FOR ISSUES OTHER THAN CANCELLATION:**

**1. By Phone:** To contact us with Service-related issues, call Music for Business Listener Care at 1-888-539-7474. The call center hours (Eastern Time) are: Monday through Friday 8:00 AM, ET through 10:00 PM, ET, and Saturday and Sunday 8:00 AM, ET through 8:00 PM, ET. These hours of operation are subject to change without notice.

**2. By Email:** To contact us by email, go to <https://listenercare.siriusxm.com/app/ask>.

**3. By Chat:** To chat with us online, go to [www.siriusxm.com/contactus](http://www.siriusxm.com/contactus)

**4. By Mail:** For all Services, write to: Sirius XM "Music for Business" Care, P.O. Box 33174, Detroit, MI 48232. Please note "Attention: SiriusXM Music for Business Listener Care."

#### **F. CHANGES**

**1. 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.

**2. 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/BUSINESSCUSTOMERAGREEMENT](http://WWW.SIRIUSXM.COM/BUSINESSCUSTOMERAGREEMENT), THE DATE OF WHICH IS REFLECTED IN THE DATE LAST UPDATED. YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE POSTING OF THE CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

#### **G. SERVICE SPECIFIC TERMS**

**1. Multiple Subscriptions:** You may have multiple radios and multiple Subscriptions. Each Subscription to the Satellite Radio Service is tied to one radio. A separate Subscription is required for each radio. If you have more than one Subscription on your account for your

business establishment, the additional Subscriptions are not currently eligible for reduced rates.

**2. 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 Package and 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 with 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, including technical support for the Service.

**3. 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.

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

**1. Subscription Billing Payments:**

- **Credit Card Billing:** You may pay by credit card, debit card, a SiriusXM® Prepaid Service card or a SiriusXM® Visa 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 of your Plan, or according to the payment terms in any offer 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.
- **Invoice Billing:** You may request to receive an invoice by mail (a "**paper invoice**") or by email (an "**e-bill**"). If you choose a paper invoice, you may be charged an Invoice Administration Fee. Payments may be made by check mailed to the address on the paper invoice. You must include your SiriusXM Account Number on your check. 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.

**2. 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.

**3. 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.

**4. 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](http://www.siriusxm.com/usmusicroyalty).
- **Invoice Administration Fee:** If you request 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.

**5. Cancellation Fee:** Cancellation fees or early termination fees may be applied to Subscriptions activated in combination with a device purchased from us or in connection with certain offers. Any applicable cancellation fees will be disclosed in the offer details for that offer.

**6. Credits:** If you change an existing Package or Plan, we will charge you the difference for the new Subscription. If the new fee is less than the fee you already paid for your current Package or Plan, you may request a refund or leave the credit on your account and it will be automatically applied to the next charge. If you make changes to a Trial Subscription, and certain promotional Subscriptions, no credits will apply.

IF LISTENER CARE PUTS A SERVICE CREDIT ON YOUR ACCOUNT (THAT IS A CREDIT PROVIDED AS AN ACCOMMODATION, AND NOT DUE TO A CHANGE IN SERVICE), SUCH UNUSED SERVICE CREDITS WILL EXPIRE UPON TERMINATION OF YOUR SUBSCRIPTION AND MAY NOT BE REFUNDED OR TRANSFERRED TO ANOTHER PERSON.

**7. Billing Disputes:** If you purchased your Subscription directly with us and you have a question about your bill, please [call](tel:1-888-539-7474) us at 1-888-539-7474. 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.

**8. Refunds:** TRIAL SUBSCRIPTIONS AND CERTAIN PROMOTIONAL SUBSCRIPTIONS FOR BUSINESSES ARE NONREFUNDABLE. If you cancel a paid Subscription prior to its renewal date or expiration (excluding the aforementioned types of Subscriptions), we will refund amounts paid in advance, on a pro-rated basis, less any applicable fees, unless stated otherwise in the specific offer for Service that you accepted. Fees attributable to certain promotional offerings or Service received during trial periods may not be refunded.

**9. 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.

**I. NO RIGHT TO TRANSFER A MUSIC FOR BUSINESS SUBSCRIPTION:** SiriusXM Music for Business Service Subscriptions are not transferrable.

**J. USE OF SERVICE:**

**1. Eligibility:** You must be at least 18 years old to purchase a Subscription.

**2. Service Area:** We offer the Music for Business Service in the United States, the District of Columbia and Puerto Rico (the "**Service Area**"). Please consult our FAQs at [www.Siriusxm.com/FAQs](http://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. 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.

**4. 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.

**5. Business Uses of the Service:** The Service may only be used as background music in your business or in on-hold messaging on your business telephone system. More specifically, the Service may only be used as an accompaniment to routine activities at your business, such as work, shopping, conversation, dining and relaxation. The Service is not authorized for use as an accompaniment to dancing, use by a DJ or use in connection with a business or event that charges an admission fee (such as nightclubs, fitness classes, etc.). You may not make any recordings of, or duplicate, stream, or make available for download, the content of the Service. You shall not amplify, transmit or retransmit the broadcast of the Service so as to be audible outside of the business (beyond ordinary patio or other outdoor speaker usage) or otherwise retransmit the Service beyond your business. You may not charge admission for listening to or distribute playlists of our programming.

**6. Advisory Nature of Services; User Responsibility; User Safety/Reliance; Parental Control:** You assume the entire risk related to your use of the Service. The 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. 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.

**7. FAQs for Music for Business Subscriptions (Internet Radio Service only):** Additional details for our commercial subscribers can be found in the FAQs area of the Site.

**8. 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.

**9. 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.

**10. 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 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.

**11. 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 (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.

**12. 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 AI 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).

**13. 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.

**14. 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](http://www.siriusxm.com/do-not-call) if you do not wish to receive marketing related calls or text messages.

**15. 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.

## **K. RECEIVERS AND OTHER EQUIPMENT:**

**1. Music for Business Radios and Other Equipment:** In order to enjoy your Music for Business Subscription, you must have a device to receive your Music for Business Service which may be a computer, laptop, mobile device, tablet, SiriusXM app, or dedicated SiriusXM Music for Business player with Internet access (referred to here as "**Receivers**") and streaming access service and/or any other appropriate hardware such as a satellite radio and/or software, from appropriate sellers, resellers, manufacturers or service providers. We are not responsible for and do not warrant any Receivers in any way whatsoever and are NOT responsible for the advertising, statements, practices, promises, services or warranties of such sellers, manufacturers or installers. If you have any complaints about your Receiver, you should direct them to the applicable seller, reseller, manufacturer, or service provider.

**2. Authorized Equipment:** You may access and use the Satellite Radio Service only with equipment authorized to receive the Satellite Radio Service. We do not manufacture or install the radios or related accessories you may use to receive the Service. 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. Consult your owner's manual or the packaging for important information regarding warranties related to radios and accessories.

**3. Loss of Equipment:** If your Music for Business receiver or satellite radio is lost, stolen, sold or otherwise transferred, you must cancel your Subscription or you will remain responsible for the payment obligations.

**L. 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).

## **M. LIMITATION OF LIABILITY:**

**1. 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.

**2. 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.

**3. 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.

**4. 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.

**5. 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.

## **N. RESOLVING DISPUTES:**

**PLEASE READ THE PROVISIONS OF THIS SECTION CAREFULLY. THESE DISPUTE RESOLUTION 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:

### **1. 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 subsection 5 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) (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 N(1). 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.

**2. Formal Resolution:** If we cannot resolve a Claim informally, then these 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 (9) 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 (9) 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, New York 10019  
Web site: [www.adr.org](http://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.

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 N(1); 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).

**3. 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.

**4. 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 O(3), 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 N and not to any prior arbitration agreement you had with Company.

**5. 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.

**6. 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.

**7. Arbitration Costs:** Whoever files the arbitration pays the initial filing 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. 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 the Federal Rule of Civil Procedure 11(b)), the other party will have the right to recover its attorneys' fees and expenses, including arbitration fees.

**8. Injunctive Relief:** The provisions of this Section N 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.

**9. 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 ("**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.

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.

**10. 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.

**11. 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.

## **O. MISCELLANEOUS:**

**1. 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 the 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 E above. All bankruptcy notices are to be sent in writing to the mailing address in Section E.

**2. 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 N(9), 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.

**3. 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 N of this Agreement or any issues involving the arbitrability or enforcement of any provision under Section N 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 N(6).

**THANK YOU FOR CHOOSING SIRIUSXM MUSIC FOR BUSINESS.**

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