

BELKIN SOUNDFORM APP

TERMS OF USE

These terms of use (**Terms**) apply between **you**, the end user of this Belkin **App** and **us** (or **we**), Belkin International, Inc. (together with our affiliates), regarding your use of this App.

This Belkin App is to be used together with your Belkin product, either the SOUNDFORM ELITE Hi-Fi Smart Speaker + Wireless Charger (**Belkin Smart Speaker**) or the SOUNDFORM Connect Airplay 2 Adapter (**Belkin AirPlay Adapter**), which is referred to in either case as your **Product**.

In addition to these Terms, your use of the App is governed by: ; (i) the Belkin **Privacy Policy**; (ii) the Belkin End User License Agreement (**EULA**); and (iii) Belkin's **General Terms**, (this Agreement and other terms and policies together are referred to as the **Product Terms**). The Product Terms contain important information about your rights and obligations, as well as limitations and exclusions that may apply to you. In the event of inconsistency between this Agreement and Belkin's General Terms, the terms of this Agreement will prevail, except where the General Terms relate to another provider's terms (General Terms, section 9).

If your Product is the Belkin Smart Speaker the App will also be covered by the **Warranty** provided to you with your Product purchase, and the Warranty is also one of the Product Terms. You can find the warranty either in hard copy form supplied with your Product or here <<HYPERLINK>>, the Privacy Policy [here](#), the EULA [here](#), and the General Terms <<[here](#)>>. Please read them carefully.

By checking the "I Accept" box and/or registering for or using the App, you agree to be bound by all of the Product Terms. If you do not agree to any of these terms, or you do not have the authority to accept them (for any reason, including your age), do not check the "I Accept" box and do not activate or use the App.

1. Product Requirements

If your Product is a Belkin Smart Speaker, you will need to use the Belkin App in order to set it up.

The Belkin AirPlay Adapter can be set up via the Home App on your iOS device, but your Product experience will be optimized if you use it in conjunction with the Belkin App. The Product Warranty for the AirPlay Adapter will not cover the Belkin App.

The Belkin App can be downloaded on your device free of charge from the App Store or the the Google Play Store.

Further requirements and functionality are included in the documentation accompanying your Product.

2. App and other Software Support

During the period of your Warranty we will make the App available and at our discretion provide free of charge technical support.

The App may not be available for use during maintenance, update and upgrade periods, during which time your Product may not be fully functional. See Section 3 for details.

After the Warranty period has expired, to the extent permitted by the local consumer laws in your country, we have the right (in our sole discretion) to modify, suspend or discontinue support for the App at any time without liability to you. In such cases wherever possible we will use reasonable efforts to give you prior notice of any modification, suspension or discontinuation of the App. Discontinuation of support for the App will mean that over time it will become incompatible with third party apps including iOS, AirPlay and/or Android , and in the case of the Belkin Smart Speaker may ultimately prevent further use of your Product. You must have an Alexa account to use the voice service functionality of your Belkin Smart Speaker.

3. App Updates and Upgrades

The App and the other software in the Product may be updated or upgraded from time to time in accordance with the terms of the EULA. App upgrades and updates are applied from within your App Store/Google Play Store environment. You can change update options by changing your settings for the App Store/Google Play Store on your device.

4. Your Responsibilities

You are responsible for your use of the Product and for ensuring that you comply with the laws of the country or state in which you are using it. It is also your responsibility to comply with the terms of use of whichever of the App Store/AirPlay/Google Play Store is relevant to your use of the App.

You may not attempt (and you will not assist or permit any third party) to: (i) gain unauthorized access to the App or any part or feature thereof or of any other Belkin software, systems or networks whether they are connected to the App or otherwise and whether through hacking, password mining or other means; (ii) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the App or of the other software in the Product; or (iii) sublicense, resell, or distribute any or all of part of the App or of the other software in the Product (although this does not prevent you from selling the Product if you have the right to do so otherwise). You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by us through the App. You agree not to use any device, software or routine to interfere or attempt to interfere with, attack or disrupt the proper working of the Product or with any other person's use of the Product.

5. Suspension or Termination of Your Right to Use the App

We have certain rights to terminate your right to use the App, for example if you are in breach of this or other agreements with us. Please see the General Terms for full details. If you wish to terminate your use of the App voluntarily, please delete it from your device.

6. Communications and Privacy Matters

Any information or data relating to you or to another identifiable natural person (**Personal Data**) which we may obtain from you will be handled by us according to the terms of Belkin's Privacy Policy. Personal

Data may, for example, include your name, phone number and/or email address in the event that you report a problem to us with your Product, or your email if you choose to sign up for one of our marketing lists.

If your Product is the Belkin Smart Speaker, you may choose to mute the microphone using the mute control as shown in the quick start guide. In all other circumstances the Belkin Smart Speaker has “always on” functionality, meaning that when its wake-word “Alexa” is used, you will access the Amazon Alexa cloud. The lights on the front of the Belkin Smart Speaker will illuminate and, unless you have chosen to disable this feature, a chime will sound, to inform you whenever it is in listening mode.

Any of your data which is processed after the wake-word has been used will be subject to the Amazon privacy policy, which you can find on Amazon.com and which we recommend that you familiarize yourself with before using the Belkin Smart Speaker. Amazon provides further information on Alexa and privacy issues at www.amazon.com.

We do not capture any personal data or personally identifiable information as a result of your use of the Belkin Smart Speaker or the Belkin Airplay Adapter.

Your Product is not directed to children and we do not knowingly collect information from anyone under the age of 16. If you believe we might have inadvertently collected personal data from or about a child under the age of 16, please contact us [here](#) and we will delete it.

7. Third Party Apps and Sites

When you use the Belkin Airplay Adapter as intended you will also use a compatible device, and you may use either Product together with third party services and/or apps. Your use of other devices, services and apps will be subject to separate terms, including as to use of your Personal Data, between you and the company or person providing the device, service or app.

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