Terms of Use

Version: 3.2

Published: April 2023

These Terms of Use govern your use of the services ("Services") provided to you by Bang & Olufsen Group ("Bang & Olufsen" or "we", "us", "our"), consisting of Bang & Olufsen A/S, Bang og Olufsen Allé 1, DK-7600 Struer, Denmark, with business registration number 41257911 and its subsidiaries, as defined in the consolidated Group Annual Report. These Terms of Use (together with any documents that they refer to) apply to those individuals and groups who use the Services.

Your use of the services

We grant you a non-exclusive and revocable right to access and use the Services in accordance with these Terms of Use. By accessing or using the Services, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you may not access or use the Services. You should also review our <u>Privacy Policy</u> before you access the Services, as it sets out important information about how we may use your personal information when you are using the Services.

Intellectual property rights

All intellectual property rights in and to the Bang & Olufsen's products, software and Services shall remain the exclusive property of Bang & Olufsen and its licensors (if applicable).

Restrictions on your use of services

You agree not to:

- Modify, copy, reproduce, rebroadcast, or retransmit any content that you may access through your use of the Services, except as authorized by applicable law;
- Disassemble, reverse engineer or otherwise decompile your Bang & Olufsen product or any software, applications, upgrades or updates made available to you through the Services or installed on your Bang & Olufsen product, except as authorized by applicable law or license terms;
- Knowingly introduce viruses, worms, trojans or other technologically harmful materials to the Services;
- Otherwise use the Services in any way or for any purpose which may infringe the intellectual property rights of any third party;
- Access or use the Services for any unlawful purpose.

Third party services

The Services provide you with access to apps and links to other services operated by third parties. Any such services are outside of scope of these Terms of Use. You accept that Bang & Olufsen is not responsible for such third-party services or for assessing any third-party content.

Limitation of our liability

The Services are provided "as is" without any warranties of any kind. Bang & Olufsen and its suppliers, to the fullest extent permitted by law and except as expressly provided to the contrary in any applicable product warranty documentation, disclaim all warranties, including the warranty of merchantability, warranty of non-infringement of third-party rights, and the warranty of fitness for a particular purpose. Bang & Olufsen and its suppliers make no warranties about the accuracy, reliability, completeness, or timeliness of the material, services, software, text, graphics and links. In no event will we be liable to any party for any damages whether direct, indirect, special, consequential or other for any use or inability to use the Services, including, without limitation, any damages for lost profits, business interruption, loss of programs or other, even if we are expressly advised of the possibility of such damages.

B&O app

Apple TrueDepth

We may use information from Apple's TrueDepth camera for the virtual try-on of headphones. Information from the TrueDepth camera is used in real time and therefore will not be stored on our servers or shared with third parties.

Governing law and venue

These Terms of Use shall be governed and construed in accordance with the laws of Denmark, without regard to its conflict of law provisions, and any dispute related to the Services, shall be settled before the Danish courts, unless any applicable mandatory rules provide for a different forum. Contact Us We may need to change our Terms of Use from time to time. If changes are material, we will notify you before these amendments enter into force. Any questions regarding these Terms of Use may be directed to our Customer Support.