

# End User License Agreement

## 1. GENERAL

- 1.1 This app and its content is hereinafter referred to as the “**App**”. The App is provided and operated by Marshall Group AB, with Swedish organization number 556757-4610 (“**Marshall**”).
- 1.2 This end user license agreement (hereinafter the “**Agreement**”), including any updates or modifications, regulates your use of the App and constitute the entire agreement between you and Marshall with respect to the App.
- 1.3 The App can be used together with your compatible product (hereinafter the “**Device**”) and can be downloaded by you at any time. It enables you to customize your listening experience, control the music you are listening to, make further adjustments to the product or access a wider range of features. The App is a part of the Device, meaning that the App may be subject to the consumer protection rights as stated in the Marshall’s terms of purchase, found at [www.marshall.com](http://www.marshall.com). If you make a purchase by using the App, our terms of purchase will apply.

## 2. THE AGREEMENT

- 2.1 In order to use the App you need to accept this Agreement. You are shown and accept the Agreement when downloading and using the App for the first time. You can also access the Agreement inside the App. By accepting the Agreement, you undertake to comply with the Agreement for the duration of your use of the App.
- 2.2 By accepting the Agreement you acknowledge that you have the necessary legal competence to do so, e.g. that you are 18 years of age or older. If you are under the age of 18 but at least 13 years of age you may only use the App, thus accepting the Agreement, if so is approved by a parent or legal guardian who agrees to be bound by the Agreement. If you do not fulfil these requirements you may not use the App.

## 3. DOWNLOADING THE APP ON THIRD PARTY PLATFORMS

- 3.1 Downloading and using the App is free of charge. You can download the App on third party application stores, such as App Store and Google Play.
- 3.2 Third party application stores are operated by the relevant third party platform providers and/or their affiliates. Marshall is not responsible for these stores or (with the exception of the App) for anything provided by them and do not guarantee that they will be continuously available.
- 3.3 The third party platform providers oblige Marshall to include certain additional provisions in this Agreement. If any terms apply solely to Apple or Google it will be specified in applicable parts. The user acknowledges that this Agreement is concluded between Marshall and the user, and not with Google nor Apple.

Marshall, not Google nor Apple, is solely responsible for the App and the content thereof.

3.4 If you have downloaded the App from App Store, you may only use the App on an Apple-branded Product(s) that you own or control. Each user is subject to the Usage Rules set forth in the Apple Media Services Terms and Conditions, except when the App may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

3.5 You can uninstall and/or stop using the App at any time. Please note that all functions of your Device may not work as intended if you choose to not use the app. Since the App is a part of the Device, meaning that the App may also be subject to consumer protection legislation, you have the right to withdraw from our Agreement in accordance to what is stated in our terms of purchase, found at [www.marshall.com](http://www.marshall.com).

#### **4. PERSONAL DATA**

Marshall is the controller for the processing of your personal data related to your use of the App. Information regarding Marshall's processing of personal data can be found in Marshall's [Privacy Policy](#), as updated from time to time.

#### **5. USER REQUIREMENTS**

5.1 You are responsible for not using the App in any way that is illegal or causes damage or inconvenience to others.

5.2 By accepting the Agreement, you represent and warrant that (i) you are not located in a country that is subject to an U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

#### **6. MAINTENANCE AND SUPPORT**

6.1 Although it is Marshall's ambition, we cannot guarantee that the App is provided without technical disruptions. We may therefore have to restrict the access to the App due to for example service, support, safety or technical reasons.

6.2 If there is any problem with the App or if the user is dissatisfied in any way, Marshall should be contacted as soon as possible. Our contact details are stated in section 19.2. Marshall will always try to find a solution to the problem as soon as possible.

6.3 Marshall is responsible for providing any maintenance and support services with respect to the App. The user confirms that neither Apple nor Google has any obligation for maintenance nor support services with respect to the App.

6.4 You acknowledge and agree that access to the App and any third party services requires an Internet connection for which you are solely responsible. Use of the App and access to third party services may be limited or restricted, due to

territorial limitations, and/or depending on the capabilities, bandwidth or technical limitations of your Internet connection and service. Marshall is without any liabilities for the provision, quality and security of such Internet connectivity.

## **7. UPDATES**

- 7.1 We will inform you about and supply you with updates, including security updates, that are necessary to keep the products in conformity with our purchase agreement for the Device. Marshall will supply such updates for as long as it is necessary in accordance with applicable or mandatory consumer protection legislation.
- 7.2 In some cases, you need to take action to update the App. You are free to choose whether to install the updates provided. If you decide not to install the updates, you should, however, not expect that the App remains in conformity with the purchase agreement for the Device or this Agreement. If you decide not to install updates which are necessary for keeping the App in conformity with our agreements, including security updates, it will affect our liability for conformity in relation to those features that the relevant updates are supposed to maintain in conformity. If an update is required, we will inform you of this and any consequences of not implementing the update.
- 7.3 You acknowledge and agree that Marshall upon update of the App or the Device may delete or change the features or other aspects of the App or the Device, including, but not limited to, functions you may rely upon or any data or presets that you have stored, either in the App or on the Device to the extent permitted by mandatory consumer protection legislation.

## **8. THIRD PARTY SERVICES AND THIRD PARTY TERMS**

- 8.1 You acknowledge and agree that the availability of third party services, and this App's compatibility with the same, are subject to the respective third party's terms and conditions. Marshall does not take responsibility for the availability of such services or for any fees to be paid thereunder. The user must comply with applicable third party terms when using the App.
- 8.2 Third party will be the data controller when processing your personal data when you use or access such third party's software or services. You can read applicable third party's privacy policies for information about the processing of your personal data when using such third party services.

## **9. INTELLECTUAL PROPERTY RIGHTS AND GRANT OF LICENSE**

- 9.1 The App, and all of its content, including, but not limited to, its software, source code, scripts, text, artwork, photographs, images, animations and design are protected by national and international copyright laws and treaties. All right and title in and to the App are either owned by Marshall or licensed to Marshall by third party right holders or any third party service suppliers, including their subsidiaries.

- 9.2 Marshall grants you a limited, non-exclusive, non-transferable, worldwide license in accordance with this Agreement to use the App solely in connection with your Device and only for your individual, non-commercial use. The user acknowledges that the App, its content, and all intellectual property rights associated therewith, are, and always will remain, the sole exclusive property of either Marshall or any third party right holders. The user has no right, title or interest in or to the App or the intellectual property associated therewith, except as expressly set forth in this Agreement. Content in the App may not be used to a greater extent than is necessary for the user to use the App under this Agreement and in the intended manner.
- 9.3 The user receives no rights and agrees not to: (a) copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit the App or any part thereof; (b) access or use the App for any competitive or commercial purpose and may not modify or otherwise make any derivative uses of the App or its content; (c) “frame”, “mirror,” or otherwise incorporate any part of the App into any other service, including but not limited to, any web site or app; (d) bypass, modify, defeat or circumvent any of the functions or protections of the App, or any part thereof, or any mechanisms linked thereto; and (d) use the App, or any of its content, other than for its intended purpose and as expressly permitted by this Agreement.
- 9.4 In the event of any third party claim that the App or the User’s possession and use of the App infringes third party’s intellectual property rights, Marshall, and not Google nor Apple, is solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## **10. OPEN SOURCE CODE**

The App may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software’s source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, “Open Source Software”). Please note that, to the extent that the App contains any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor (“Open Source Licence Terms”) and not under this Agreement, and you accept and agree to be bound by such Open Source Licence Terms. The declaration of used Open Source Software and the Open Source Licence Terms that apply to the Open Source Software can be accessed via the App. A copy of the source code for any Open Source Software contained in any App and the relevant Open Source Licence Terms will be made available to you upon request.

## **11. COMPLAINTS**

- 11.1 The user has the right to complain in regard to the App in accordance with mandatory consumer protection regulation. In the event of a successful complaint, Marshall will assist in accordance with mandatory law. If you want to make a

complaint you can contact Marshall using the contact details stated in section 19.2.

- 11.2 The user confirms that Marshall, and not third party platforms, is responsible for addressing any claims by the user or any third party relating to the App or the user's possession and/or use of that App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection law, privacy law, or similar legislation, including in connection with Apple's HealthKit and HomeKit frameworks.
- 11.3 For avoidance of any doubt, this Agreement do not regulate sales contracts and terms of purchases in the App. For product claims, please see Marshall's terms of purchase to be found at [www.marshall.com](http://www.marshall.com).
- 11.4 Marshall is solely responsible for any product warranties, whether express or implied by law. If the user has downloaded the App from App Store and in the event of any failure of the App to conform to any applicable warranty, the user may notify Apple, and Apple will refund any purchase price for the App to the user. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Marshall's sole responsibility.
- 11.5 Third party platforms have no other warranty obligation whatsoever with respect to the App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Marshall's sole responsibility.

## **12. EXPORT AND OTHER REGULATIONS**

- 12.1 You agree to comply with all applicable export and re-export restrictions and regulations of the area or country in which you reside as well as Marshall's and third parties' restrictions, and not to, or authorize to, ship, divert, transship, transfer, export or re-export, or authorize the transfer, of the App, or its content, or the Device to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 12.2 As an example of the above, the App or the Device may not be used, shipped, exported or re-exported into any country or used in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency.

## **13. EQUITABLE REMEDIES**

- 13.1 In the event of a violation of this Agreement you must uninstall and cease all use of the App. Marshall, as well as any third party, have the right to seek all remedies available by law and in equity, including, but not limited to, stop the functionality of the App, caused by such violation.

- 13.2 Marshall may take any legal and technical remedies to prevent violation of and/or to enforce this Agreement, including, but not limited to, immediate termination of your use of the App, if you are violating or intend to violate this Agreement. These remedies constitute an addition to any other remedies Marshall may have at law, in equity or under contract.

**14. NO WARRANTY ON APP OR THIRD PARTY SOFTWARE OR SERVICES**

- 14.1 YOU ACKNOWLEDGE AND AGREE THAT USE OF THE APP AND ANY THIRD-PARTY SOFTWARE AND SERVICES ARE AT YOUR SOLE RISK AND THAT YOU ARE RESPONSIBLE FOR SUCH USE. THE APP AND ANY THIRD PARTY SOFTWARE AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY, DUTY OR CONDITION OF ANY KIND.
- 14.2 MARSHALL AND EACH OF THE THIRD PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, DUTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE FOR THE APP OR THE THIRD PARTY SOFTWARE AND SERVICES ACCESSIBLE VIA THE APP. MARSHALL AND THE THIRD PARTIES DO NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS THAT THE APP, THIRD-PARTY SOFTWARE OR SERVICES, OR ITS FUNCTIONS, WILL MEET YOUR REQUIREMENTS, WILL BE UPDATED, WILL BE CORRECT OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, THAT IT WILL NOT DAMAGE ANY OTHER SOFTWARE, HARDWARE OR DATA. MARSHALL AND THE THIRD PARTY FURTHERMORE DO NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS THAT THE SERVICES AVAILABLE VIA THIS APP WILL NOT BE WITHDRAWN, AND THAT SUPPLY OF SUCH SERVICES WILL NOT BE TERMINATED, RESULTING IN THIS APP NOT BEING COMPATIBLE WITH SUCH THIRD PARTY SERVICES, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION OR MODIFICATION.
- 14.3 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MARSHALL, ANY THIRD PARTY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY, DUTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.
- 14.4 THIS CLAUSE 14 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING APPLICABLE OR MANDATORY CONSUMER PROTECTIONS LAWS IN THE USER'S COUNTRY OF RESIDENCE WHERE MARSHALL MARKETS THE APP). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THESE EXCLUSIONS MAY NOT APPLY TO YOU.

## **15. LIMITATION OF LIABILITY**

- 15.1 MARSHALL AND THE THIRD PARTIES SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING APPLICABLE OR MANDATORY CONSUMER PROTECTIONS LAWS IN THE USER'S COUNTRY OF RESIDENCE WHERE MARSHALL MARKETS THE APP), NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY RELATED TO THE APP, THE SOFTWARE OR SERVICES ACCESSIBLE VIA THE APP, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES ARISING OUT OF LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE APP, THE SOFTWARE OR THE SERVICES ACCESSIBLE VIA THE APP OR ANY ASSOCIATED HARDWARE, DOWN TIME AND USER'S TIME, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

## **16. TERM, TERMINATION AND CHANGES**

- 16.1 This Agreement enters into effect when the user installs and uses the App for the first time. The Agreement will remain in force until the user uninstalls the App.
- 16.2 Marshall reserves the right to make changes and amendments to the Agreement. The latest updated version of the Agreement is posted in the App. Changes will become valid once the user has accepted the new version (when the user logs into the App), or 30 days after Marshall has informed the user of the changes. The user always has the right to stop using and uninstalling the App when the user becomes aware of such changes.

## **17. MISCELLANEOUS**

- 17.1 If any part of this Agreement is held invalid, illegal, or unenforceable by any competent court, authority, arbitral tribunal or alternative dispute resolution board, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this Agreement, and the other parts will remain in full force and effect. The Agreement will apply to the maximum extent permitted by applicable law or mandatory consumer protection law in the user's country of residence where Marshall markets the App.
- 17.2 Marshall has the right to assign any part of its rights and obligations under this Agreement between Marshall and the user without the user's prior consent.
- 17.3 If the user has downloaded the App from App Store, the user acknowledges that Apple, and Apple's subsidiaries, are third party beneficiary to the Agreement and, upon the user's acceptance of the Agreement, Apple will have the right to enforce the terms against the user as a third party beneficiary to the Agreement.

## **18. GOVERNING LAW AND DISPUTES**

18.1 This Agreement shall be governed by the laws of Sweden, without regards to conflict of laws provisions.

18.2 If you have any questions or concerns about this App or this Agreement and would like to get in contact with Marshall, please click here and follow the instructions: [www.marshall.com/support](http://www.marshall.com/support) .

Contact information:

Marshall Group AB  
Centralplan 15  
111 20 Stockholm  
Sweden

18.3 In the event of a dispute we follow decisions from alternative dispute resolution bodies. To access the alternative dispute resolution body in your country within the EU, click [here](#).

18.4 You can also complain via EU's web-based dispute resolution platform, which you can access [here](#).

18.5 Notwithstanding the above, any disputes may also be settled in any competent court where you are domiciled.

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This Agreement was last updated by Marshall Group AB: 17 September 2024.