

END USER LICENSE AGREEMENT WITH PRIVACY NOTICE AND LIMITED WARRANTY (EN)

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IMPORTANT – PLEASE READ THE TERMS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING AND USING ANY SOFTWARE OR SOFTWARE UPDATE AND CLICKING THE “I AGREE” BOX. BY DOWNLOADING AND USING ANY SOFTWARE, FIRMWARE OR DOCUMENTATION YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT DOWNLOAD OR USE ANY SOFTWARE AND/OR PROGRAM, OR ONLINE DOCUMENTATION PROVIDED BY DALI.

IMPORTANT EU CONSUMER NOTICE: Nothing in this Agreement shall limit or exclude any mandatory rights you have under applicable EU consumer protection law, including your rights under Directive (EU) 2019/770 on digital content and services.

"Company" (referred to as either "the Company", "DALI", "We", "Us" or "Our" in this Agreement) refers to: DALI A/S, Dali Allé 1, DK- 9610 Nørager, Denmark, www.dali-speakers.com.

"Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

"Device" means any device that can access the Application such as a computer, a mobile phone/smart phone or a tablet.

"Third-Party Services" means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.

"You" means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

"B2C / B2B" Certain provisions of this Agreement apply differently depending on whether you are acting as a consumer or in the course of your trade, business, or profession.

"Application" in this text the Application is referring to apps released by DALI, for example the app based “DALI UPDATE TOOL” software and firmware update packages (available online). Defined to include the software embedded in your product and updated from time to time and any desktop or handheld Application portions of the software.

LICENSE AGREEMENT

Applicable for applications released by DALI.

DALI makes this Application available to you, the user, and accompanying documentation, and licenses this to you as provided in this Agreement. Under this Agreement, you are granted a non-exclusive, non-transferable, non-sublicenseable, royalty-free limited license to use the Application for the purpose of operating your DALI products. It is not permitted to transfer the Application except as necessary for normal use in accordance with the documentation and applicable law.

Notwithstanding any license granted herein by DALI, you acknowledge and agree that it is your sole responsibility to comply with EU and international copyright laws with respect to your use of the Application. You agree not to modify, adapt, translate, reverse engineer, decompile, or disassemble the Application or the DALI product, in whole or in part, except as expressly provided for in this agreement or upon DALI's written request. In addition, you agree not to transfer or disclose the Application, the accompanying online documentation or any program you develop from them in whole or in part, to any third-party except upon DALI's prior written approval. Finally, you agree not to use your DALI product in whole or in part for any purpose other than as outlined in the online documentation.

Except for the limited license granted herein, DALI and its suppliers hereby retain all right, title and interest in and to all worldwide intellectual property rights embodied in this Software. All other rights are reserved by DALI.

Where applicable your rights under Regulation (EU) 2023/2854 (the EU Data Act) shall prevail over this agreement (only valid for users in EU).

If an update changes the accessibility or availability of data generated by your product, we will inform you of such change in advance or at the time of update.

TERMINATION

This Agreement shall remain in effect until terminated by You or by DALI in accordance with this Section.

(a) Termination by You; You may terminate this Agreement at any time by ceasing all use of the Software, Application, and any cloud-based services and by deleting all copies thereof from your Device, subject to any mandatory statutory rights that may apply.

(b) Termination by DALI; DALI may terminate this Agreement only in the event of your material breach of this Agreement, and only where such breach has not been remedied within a reasonable period after written notice has been provided to you, unless the breach is of such a nature that immediate termination is justified under applicable law.

Where reasonably possible, DALI will provide advance notice prior to termination.

(c) Effect of Termination – Cloud-Based Features; Upon termination of this Agreement, DALI may suspend or discontinue access to cloud-based services, online features, or functionality that requires authentication, server-side processing, or ongoing service provision, provided that such suspension or discontinuation: (i) is proportionate and lawful; and (ii) does not limit or exclude any mandatory rights under applicable EU consumer protection law.

(d) Effect of Termination – Firmware; Termination of this Agreement shall not, by itself, require the removal, disabling, or degradation of firmware already installed on your DALI product.

Installed firmware shall continue to function to the extent necessary to ensure the product's essential functionality, safety, and compliance with applicable product legislation. DALI shall not intentionally render the product unusable ("bricking") as a result of termination.

(e) Updates After Termination; Following termination, DALI may cease providing feature updates or enhancements. However, where required under applicable law, DALI will continue to provide security updates or other mandatory updates for installed firmware for the period necessary to ensure conformity, safety, and reasonable consumer expectations.

(f) Preservation of Statutory Rights; Termination of this Agreement shall not affect: (i) your mandatory rights under applicable EU consumer protection law, including Directive (EU) 2019/770; (ii) your rights to access data generated by your product under Regulation (EU) 2023/2854 (the EU Data Act); or (iii) any rights or remedies accrued prior to termination.

Termination of this Agreement does not limit any rights or remedies available to DALI under applicable law in respect of breaches occurring prior to termination.

COMPLIANCE WITH COPYRIGHT LAWS

You acknowledge that DALI owns all right, title, and interest in and to all copyrights, trade secrets, and other intellectual property rights related to your DALI product, the Application, the Software, and any accompanying documentation.

DALI complies with applicable EU and international copyright laws and, in consideration of the license granted herein, you agree to do the same. You acknowledge that unauthorized copying, modification, or distribution of the Software, Application, or content accessed using your DALI product is prohibited by such laws. You agree not to, directly or indirectly, copy, distribute, or otherwise make available any such content without the express authorization of the relevant copyright holder, except to the extent permitted by applicable law.

For users acting in the course of their trade, business, or profession, you agree to indemnify and hold harmless DALI and its licensors from and against any claims, losses, damages, liabilities, costs, and expenses arising out of or related to your failure to comply with this Section.

This indemnification obligation does not apply to consumers acting outside their trade, business, or profession and shall not limit or exclude any mandatory rights under applicable EU consumer protection law.

THIRD-PARTY CONTENT AND TECHNOLOGIES

DALI may provide access to third-party content providers via DALI Products or applicable software. In addition, DALI may support certain third-party technologies, such as specific file formats and streaming services. DALI reserves the right to discontinue access to and/or support for such third-party content or technologies at any time, and for any reason. DALI makes no representations or warranties whatsoever regarding the selection of, or continuing support for, any such third-party content or technologies.

Access to services provided by third parties requires Internet access and may require you to accept additional terms. You agree that DALI is not responsible for evaluating or examining any such third-party services, technologies or related materials and that DALI will not have any liability to you, related to such services, technologies or related materials.

LIMITED WARRANTY (EU CONSUMER RIGHTS)

For consumers acting outside their trade, business or profession, and without prejudice to any mandatory rights under applicable EU consumer protection law, DALI provides the following limited warranty for the Software and Application:

(a) The Software and Application will, for a reasonable period of time, perform substantially in accordance with the functionality and descriptions provided in the accompanying documentation and update information made available by DALI.

(b) If the Software or Application does not conform to the agreed functionality, DALI will, within a reasonable time and at no additional cost to you, remedy the lack of conformity, for example by providing a correction, update, or replacement, unless this is impossible or would impose disproportionate costs on DALI.

(c) DALI will provide security updates and other necessary updates required to maintain the conformity of the Software and Application for the period required under applicable EU law, taking into account the type and purpose of the Software and Application and your reasonable expectations.

This limited warranty applies only to the extent required by Directive (EU) 2019/770 on digital content and digital services and corresponding national legislation. Nothing in this Agreement shall limit or exclude any mandatory statutory rights you may have under applicable law.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTION “LIMITED WARRANTY” ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT:

(a) The services performed by the Software and Application are provided “As Is” with all faults and without warranty of any kind. DALI does not warrant against interference with your use of the Software and Application, that the Software and Application and related services will meet your requirements or that related services will be uninterrupted or error free.

(b) DALI does not warrant that any defects in the Software or Application will be corrected or that it will be compatible or work with any third-party software, applications or third-party services.

(c) The Software and Application and related services are at your risk and the entire risk as to satisfactory quality, performance, accuracy and effort is yours.

LIMITATION OF LIABILITY

To the extent not prohibited by applicable consumer protection law, in no event will DALI or its suppliers be liable for personal injury or any damages whatsoever, including but not limited to, incidental, special, consequential, exemplary, or indirect damages, and including but not limited to, cost of cover, loss of data, loss of profits, business interruption, loss of business information, or other pecuniary loss arising from the use of (or inability to use) the product, no matter how caused and on any theory of liability.

Some jurisdictions, including EU Member States, do not allow the exclusion or limitation of liability for certain types of damages, such as personal injury or losses caused by gross negligence. Accordingly, the above limitations apply only to the extent permitted by applicable consumer protection laws. Where such limitations are allowed, they shall apply to the maximum extent permitted.

Regardless of the above, DALI's total liability to you for any loss or damage arising from your purchase or use of the product shall not exceed the amount you paid for the product, unless mandatory consumer protection laws provide otherwise.

The limitations outlined here will apply even if we, our suppliers or dealers have been advised of the possibility of such damage or of any type of use intended by you. These limitations shall apply notwithstanding the failure of essential purpose of any limited remedy. You acknowledge that these limitations reflect a reasonable allocation of risk.

DALI PRIVACY POLICY NOTICE

DATA PROTECTION AND PRIVACY (SUMMARY)

If DALI processes personal data in connection with the use of the Software and Application for the purposes of providing functionality, software updates, product support, compliance with legal obligations, and, where applicable, improving product performance, it is done in accordance with the Privacy Policy.

The processing of personal data is based on DALI's performance of this Agreement, compliance with legal obligations, and, where relevant, DALI's legitimate interests or your consent, in accordance with applicable data protection law.

Personal data is retained only for as long as necessary to fulfil the purposes described above, or as required by applicable law.

The data controller is DALI A/S, Dali Allé 1, DK-9610 Nørager, Denmark. You may contact DALI regarding data protection matters via the contact details provided in the DALI Privacy Policy.

The DALI Privacy Policy outlines the type of information that may be collected from you by DALI and how such information may be used by DALI. The full extent of the Privacy Policy can be found at www.dali-speakers.com/en/support/privacy/.

In addition, information about the categories of data generated by your DALI product, the format, estimated volume, and how you can access or share such data with third parties is made available to you in a durable form in accordance with Regulation (EU) 2023/2854 (the Data Act). You can see the full extent of the Compliance Statement here: <https://www.dali-speakers.com/en/support/compliance/>

In addition to our Privacy Policy, and where the EU Data Act applies, you may request that we share data generated by your product with a third-party of your choice. We may only refuse such a request if required by law or where disclosure would cause serious and demonstrable harm to trade secrets, and any refusal will be provided in writing.

CONTROLLING LAW AND SEVERABILITY

This agreement shall be governed by and construed in accordance with the laws of Denmark and applicable European Union legislation. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this License, and its application is expressly excluded. If any provision of this License, or any part thereof, is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be limited or removed to the extent necessary. The remaining provisions shall continue in full force and effect.

In the event of any conflict between this Agreement and Regulation (EU) 2023/2854 (the Data Act), the Data Act shall prevail.

Google Play store chapter

APPLE APP STORE – EULA ADDENDUM

This Apple-only Addendum applies exclusively to the extent that the Application is distributed to You via Apple’s App Store. In the event of any conflict between this Addendum and the main End User License Agreement (“EULA”), this Addendum shall prevail solely with respect to App Store distributions. For all other distributions, the EULA applies without modification.

Acknowledgement

You acknowledge that this EULA is concluded solely between You and DALI A/S, and not with Apple Inc. Apple is not a party to this EULA and has no responsibility whatsoever for the Application or its content. DALI A/S, and not Apple, is solely responsible for the Licensed Application and for addressing any claims relating to it, subject to applicable law.

Scope of License (Apple Devices)

The license granted to You for use of the Application is limited to a non-transferable license to use the Application on any Apple-branded products that You own or control, and as permitted by the “Apple Media Services Terms and Conditions and Usage Rules”. This license does not permit use of the Application on any non-Apple-branded devices where such use would conflict with Apple’s Usage Rules.

Maintenance and Support

DALI A/S is solely responsible for providing any maintenance and support services with respect to the Application, as specified in the EULA or as required under applicable law.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Application.

Warranty and Refunds

To the extent not effectively disclaimed under applicable law, DALI A/S is solely responsible for any warranties relating to the Application.

In the event of any failure of the Application to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price, if any, paid for the Application to You.

To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty shall be DALI A/S’s sole responsibility.

Product Claims

You acknowledge that DALI A/S, and not Apple, is responsible for addressing any claims by You or any third party relating to the Application or Your possession and/or use of the Application, including but not limited to:

Product liability claims;

- any claim that the Application fails to conform to any applicable legal or regulatory requirement; and

- claims arising under consumer protection, privacy, or similar legislation.

This provision does not limit any rights You may have under applicable law.

Third-Party Beneficiary

You acknowledge and agree that Apple Inc. and Apple's subsidiaries are third-party beneficiaries of this EULA.

Upon Your acceptance of the EULA, Apple shall have the right (and shall be deemed to have accepted the right) to enforce this EULA against You as a third-party beneficiary thereof.

GOOGLE PLAY

GOOGLE PLAY-SPECIFIC ADDENDUM

This Google Play-Specific Addendum applies only where the Application is downloaded or used via Google Play. In the event of any conflict between this Addendum and the End User License Agreement, this Addendum shall prevail solely with respect to the use and distribution of the Application via Google Play.

Relationship with Google

You acknowledge and agree that:

- Google LLC and its affiliates ("Google") are **not a party** to the End User License Agreement.
- Google has **no responsibility or liability** with respect to the Application, its content, functionality, maintenance, support, warranties, or claims arising from its use.
- Google is a **third-party beneficiary** of this Addendum and may enforce its terms against you.

Distribution via Google Play

The Application is licensed to you by DALI A/S, not sold. Google Play acts solely as a distributor of the Application and has no obligations to provide support, maintenance, or updates.

Any use of Google Play is subject to the applicable **Google Play Terms of Service**, which govern your relationship with Google independently of this Agreement.

Payments and Refunds

Where applicable, payments and refunds for the Application are handled by Google in accordance with the **Google Play refund and payment policies**. DALI has no control over Google's payment processing or refund decisions.

Export Control and Sanctions

You agree that you will not use, export, re-export, or transfer the Application in violation of applicable export control laws, sanctions regulations, or embargoes, including those of the European Union, the United States, or other applicable jurisdictions.

No Modification of Mandatory Rights

Nothing in this Addendum shall limit or exclude any mandatory rights you may have under applicable EU consumer protection law, including Directive (EU) 2019/770 or Regulation (EU) 2023/2854 (the EU Data Act).

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY IT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND DALI CONCERNING YOUR SOFTWARE AND ACCOMPANYING DOCUMENTATION AND THAT IT SUPERSEDES ANY DEMONSTRATION, ADVERTISEMENT, PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN BETWEEN YOU AND ANY OTHER PARTY RELATING TO YOUR SOFTWARE AND ONLINE DOCUMENTATION.