



Terms of Use

Please read the following terms and conditions (the “**Terms of Use**”) carefully. These Terms of Use govern your access to and use of the Company website located at Somnigroup.com and any associated Content (as defined below) (together with the Content, collectively referred to as the “**Website**”).

In these Terms of Use, “**you**” and “**your**” refer to (a) you, the individual accessing the Website, (b) any electronic agent accessing the Website on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the Website; and “**Company**”, “**we**”, “**us**” or “**our**” refers to Somnigroup International Inc. and all of its respective members, affiliates, subsidiaries, directors, officers and employees.

These Terms of Use constitute a contract between you and Company.

BY ACCESSING, BROWSING, DOWNLOADING, USING, OR SUBSCRIBING TO RECEIVE THE WEBSITE, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE IN FULL. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE ANY PORTION OF THE WEBSITE.

Changes to the Terms of Use

We may change these Terms of Use at any time, and all updates and modifications are effective immediately upon notice thereof, which we may give by any means, including, without limitation, by posting a revised version of these Terms of Use on our Website, or providing other notice on the Website. The version of these Terms of Use as posted to **Somnigroup.com** on each respective date you visit the Website will be the Terms of Use applicable to your access and use of the Website on that date.

Our electronically or otherwise properly stored copy of the Terms of Use shall be deemed to be the true, complete, valid, and authentic copy of the version of the Terms of Use that was in force on each respective date you visited the Website. We reserve the right to terminate these Terms of Use, or to refuse, restrict, or discontinue access to the Website (or any portions, components, or features thereof) to you or any other person or entity, for any reason or for no reason whatsoever, at any time, without notice or liability.

Ownership of the Website and Access License

You understand and agree that Company owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the Website, and all information, text, data, computer code, music, artwork, databases, graphics, images, sound

recordings, audio and visual clips, logos, software, and other materials contained therein (collectively, the “**Content**”), as well as the compilation, collection, design, selection, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content. For the avoidance of doubt, “Content” does not include any Third Party Materials (as defined below) or any features, opportunities, or services made available through third party websites.

You acknowledge that the Website is proprietary to Company and are protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest in the Website by accessing and using the Website.

Subject to these Terms of Use, Company hereby grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Website solely for your personal, non-commercial, and internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Website, or any other Content available via the Website. All rights not expressly granted to you in these Terms of Use are reserved and retained by Company.

Use of the Website

Company reserves the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to the Website, or any portion thereof, for any reason; (ii) modify or change the Website, or any portion thereof, and any applicable policies or terms; and (iii) interrupt the operation of the Website, or any portion thereof, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

You represent and agree that all information that you provide to Company in connection with your access to and use of the Website is and shall be true, accurate, and complete, to the best of your knowledge, ability, and belief.

Any use or attempted use of the Website (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) that could interfere with any other party's use and enjoyment of the Website; (iv) to gain unauthorized access to any computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by Company to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Website, you agree you will not:

- (a) transmit any message, information, data, or text that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;

- (b) create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Company representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (e) violate any applicable local, state, national or international law;
- (f) probe, scan, test the vulnerability of or breach the authentication measures of, the Website or any related networks or systems without the express prior written consent of Company;
- (g) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any email alert subscriptions if you are not expressly authorized by such party to do so;
- (h) attempt to gain any unauthorized access to the Website or any of its associated Content, including computer systems, software, or networks; or
- (i) use any robot, spider, scraper, or other automated or manual means to access the Website, or copy any Content or information thereon.

Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Company reserves the right at all times to disclose any information as Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request. You also agree to reimburse Company for any damage, loss, cost or expense Company incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Website for any unlawful or prohibited purpose.

Submissions

Any information, communications, or material of any type or nature that you submit or post to the Website (or to any of our pages on a social media platform or other website) by e-mail, messaging, uploading, downloading, or otherwise (collectively, a “**Submission**”) is done at your own risk and without any expectation of privacy. Company does not own any Submissions provided via the Website. You are fully responsible for all Submissions, which must comply with these Terms of Use. You hereby agree that by inputting/submitting such Submissions, you grant Company a nonexclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, such Submissions (or any content or materials contained therein). You hereby represent and warrant that you have the full legal right to so use such Submissions and that they, and any content or material contained therein, are not confidential or proprietary to any third party, nor are you using it in violation of any law or contractual restriction.

Electronic Communications

When you use the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

Representations and Warranties

You represent and warrant that any information, materials, software, or data that you submit to or through the Website, or that you access, use, download, or otherwise obtain on or through the Website, are: (a) up-to-date, accurate, complete, reliable, truthful, and suitable to and appropriate for the purpose for which they are intended; and (b) free of viruses and other disabling devices and destructive routines. You represent and warrant that you won't use the Website for any unauthorized purpose or in a way that violates any local, state, national, or international law or regulations.

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COMPANY DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE IS OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT IT IS OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE IDENTIFIED OR CORRECTED, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE WEBSITE. COMPANY PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE WEBSITE WITHOUT NOTICE. FURTHER, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEBSITE. COMPANY SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE WEBSITE.

Indemnity

You agree to indemnify, defend and hold Company, its officers, directors, employees, licensors, licensees, suppliers, affiliated entities, agents, and contractors, harmless from and against any loss, damage, liability, claim, demand, cost, and expense (including attorneys' fees), brought by any third party in connection with, arising out of or related to: (a) any content, data, or information that you submit, post to, or transmit through the Website, (b) your access to and use of the Website, (c) your violation of these Terms of Use, (d) your violation of any applicable law, regulation or code, or (e) your violation of any rights of another. You will promptly notify Company in writing of any third-party claim arising out of or in connection with your access to or use of the Website. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR RELIANCE ON, THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY CONTENT CONTAINED THEREIN. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR THE WEBSITE, EVEN IF COMPANY WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

WITHOUT LIMITING ANY OF THE FOREGOING, IF COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR THE WEBSITE, COMPANY AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.

Links to Other Websites

For your convenience, certain hyperlinks may be provided on the Website that link to other websites or social media platforms which are not under the control of Company (the "**Linked Websites**"). Company does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. Company disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked

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Links to the Website

Neither you nor any other website may link to the Website without the express prior written consent of Company. Without the express prior written consent of Company, it is expressly prohibited to: (a) “deep link” to any page of the Website other than the home page; (b) “frame” the Website or otherwise cause the Website to appear in a window with any other material that does not constitute Content; (c) cause any hyperlink to the Website, to be displayed in any way that is disparaging to Company or any entity that is affiliated or associated with Company; or (d) otherwise imply or state that any type of relationship or special arrangements exist with Company and any other entity. You agree that you will promptly remove any hyperlink to the Website upon the written request of Company. In no event will you use any logo or trademark of Company as a hyperlink “button”, or in any other manner, without Company’s express prior written consent.

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General

These Terms of Use constitute the entire agreement with respect to your access to and use of the Website. You agree that you shall not contest the admissibility or enforceability of Company’s copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use. Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and Company. Company may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use without the prior written consent of Company. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. You are responsible for complying with any and all applicable laws and regulations of the jurisdiction from which you are accessing the Website and any other jurisdiction whose laws and regulations apply to you or your actions. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified

by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by Company shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use. Any rights not expressly granted herein are reserved. Neither these Terms of Use, nor the Website, creates any partnership, joint venture, employment, or other agency relationship between Company and you. You may not enter into any contract on our behalf or bind us in any way.

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Governing Law /Jurisdiction/Claims Limitation

These Terms of Use shall be governed by and construed under the laws of the Commonwealth of Kentucky, without regard to conflicts of laws, principles or rules. Any legal action brought by you that arises out of or relates to these Terms of Use or your access to and use of the Website must be commenced within one year after the cause of action arises. You hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in Lexington, Kentucky for resolution of any matters related to interpretation, construction, or enforcement of these Terms of Use or otherwise in connection with these Terms of Use or otherwise related to or in connection with your access to and use of the Website. You further expressly waive any claim that venue is improper for any reason in these courts.

Contact Us

Company welcomes any comments or questions you may have regarding these Terms of Use or the Website. Please contact us with your comments by email at: dataprotection@somnigroup.com.