Terms of Service Agreement for US

Last updated June 12, 2024

To see the previous version of the Terms of Service Agreement click here.

At eero LLC ("we" or "eero") we offer easy-to-use wifi and networking systems and services that combine:

- eero Devices: hardware devices manufactured by eero or its affiliates that use eero Software to enable you to create or extend an eero network (a "Network"), and
- eero Software: eero device, cloud, and mobile software and related eero software and services; eero websites such as eero.com and eero.com sub-domains (each, an "eero Site"); the eero mobile and web applications (the "eero App"); and eero subscription services and features.

We refer to all of these together as the "Products." The Products work together to provide fast, reliable wifi and networking, along with additional useful features and capabilities.

By accessing or using the Products or any other mobile app or website of our affiliates or agents with links to this Terms of Service Agreement, as well as any Supplemental Terms (as defined below) that may apply (together, this "Agreement"), you agree to the terms of this Agreement on behalf of yourself (if accessing as an individual) or the company you represent (if accessing as a business) and all others who use any Product under your Account (as defined below) – so we ask that you read it carefully. The term "you" refers to the individual or company, as applicable, that accessed the Product or that you identified as the user when you registered for an Account. If you do not agree to the terms of this Agreement, you may not access or use the Products.

Your use of our Products is subject to eero's Privacy Notice and may be subject to separately presented additional terms, including the eero subscription terms of service, where applicable, and any warranties or additional purchasing terms that eero includes with the Products you use, or their successor versions (together, the "Supplemental Terms"). If the Terms of Service Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to that Product. Please refer to eero's Privacy Notice to understand how we collect and process personal information through eero Products.

1. License

a. License Grant

Subject to your compliance with the terms of this Agreement, eero grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to use the eero Software for the sole purpose of enabling you to use the Products in the manner permitted by this Agreement for your personal or internal business purposes. You are not permitted to copy or redistribute the eero Software for any purpose, or use or otherwise rely on the eero Software for any commercial or production purposes other than internal business use. You may use the eero Software embedded in an eero Device only on that eero Device. Some components of the eero Software may be offered under an open source license, which may have terms that expressly override some of the terms in this Agreement.

b. License Restrictions

You may not: (a) license, sell, resell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit all or any portion of the Products (except you may use the Products in accordance with this Agreement for your internal business purposes); (b) remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Products; (c) frame or utilize framing techniques to enclose any trademark, logo, or other intellectual property (including images, text, page layout or form) of eero; (d) use any metatags or other "hidden text" using eero's name or trademarks; (e) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Products; (f) use any manual or automated software, devices or other processes (such as spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in an eero Site or the eero App; (g) access the Products in order to build a similar or competitive website, application or service; (h) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit any part of the Products in any form or by any means; or (i) remove or destroy any copyright notices or other proprietary markings contained on or in the Products. You also agree to comply with any technical documentation that accompanies or is made available by eero for a Product, such as API documentation. Any future release, update or other addition to the Products is subject to this Agreement, eero, its suppliers and vendors reserve all rights not granted in this Agreement. Any unauthorized use of the Products terminates the licenses granted by eero pursuant to this Agreement.

2. Purchase Terms

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable (including any terms and conditions that govern your use of your credit card or other payment method). By providing eero with your credit card number or other permitted payment method, you authorize eero to immediately invoice your Account for all fees and charges due and payable to eero under this Agreement with no additional notice or consent. You agree to immediately notify eero of any change in your billing address or the credit card or other payment method used for payment.

eero reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Products or by email delivery to you.

3. Account and Product Controls

a. Account

To access certain features of the Products, you may need to register for an eero account ("Account"), eero may also enable you to login using your Amazon account, in which event we may receive certain information about your Amazon account from Amazon. In registering for the Products, you agree to provide and maintain accurate information about yourself, or your legal entity if registering as a business, as prompted by the Products' registration form. You represent that you are at least 18 years old and not a person or legal entity barred from using the Products under the laws of the United States, your place of residence, or any other applicable jurisdiction. If you are under 18, you cannot register yourself for the Products, and you may connect a device to a Network only with involvement of a parent or guardian. You are responsible for all activities that occur under your Account. You are responsible for maintaining the confidentiality of your Account and login credentials and for restricting access to your Account. You agree not to (1) create an Account on behalf of someone other than yourself without authorization; or (2) create an Account or use the Products if we have previously terminated your Account or use of the Products. eero reserves the right to refuse service, terminate accounts, terminate your rights to use the Products, remove or edit content, or cancel orders in its sole discretion.

b. Account Login Authentication

In order to login to your Account, you consent to receive a temporary identification code that we will send to an email address or telephone number that is registered to your Account, or you may login using your Amazon credentials. Some features of the Products require Account login and will not be available to you if you do not consent to this process.

C. Software Updates

eero may provide manual or automatic patches, bug fixes, updates, upgrades and other modifications to the eero Software at any time and without notice to you. If you do not want automatic updates, you can: (i) for the mobile version of the eero App, turn off the auto-update functionality in your personal device settings or delete the eero App from your personal mobile device; and (ii) for other eero Product updates, terminate your eero Account and cease use of the eero Products. To the extent that any updates are not automatically installed, you may be required to install those updates to continue use of, or access the full functionality of, the Products.

d. Product Requirements

When you use the eero App, you may grant certain permissions to us for your personal device. Most personal devices provide you with information about these permissions. Some Products are not accessible without an Account, supported smartphone or tablet with the eero App, pre-existing internet connection (e.g., broadband), or other system elements we may specify.

4. Agreed Usage and Limitations of eero Products

a. Intended Use of eero Products

While we aim for our Products to be highly reliable and available, they are not intended to be reliable or available 100% of the time. Access to the Products is subject to sporadic interruptions and failures for a variety of reasons beyond eero's control, and may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. To the fullest extent possible by law, eero is not responsible for any damages allegedly caused by the failure, suspension, or delay of access to the Products, and you will not be entitled to any refund, rebate, or other compensation. eero does not offer any specific uptime guarantee for the Products.

b. Performance; Energy Savings and Other Benefits

The availability and performance of the Products is dependent on multiple factors, including: the capabilities of equipment used with the Products, such as your modem, the devices connected to your Network, or the devices used to operate the eero App; your Network's environment (such as obstructions or home/office wiring); the internet service and/or professional services provider(s) for your Network; local regulations regarding wifi radio power limits and available frequencies; and the mobile network provider(s) on which features of the Products rely.

eero does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the Products or any feature of them. Actual energy savings and monetary benefits vary with factors beyond eero's control or knowledge.

C. High Risk Applications

The Products are not designed or warranted for use in applications or environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support machines, surgically implanted devices, emergency response, life-safety systems, weapons systems, or other applications, devices, or systems in which the failure of the Products could lead to death, personal injury, or severe physical, environmental, or financial damage ("High Risk Activities"). You may not use or permit any third party to use the Products in connection with any High Risk Activities. To the fullest extent possible by law, you assume all risk of such uses.

d. Reliability of Data and Notifications

You acknowledge that the Products, including remote access, mobile notifications, and Device or Network information provided through the Products, are not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all, or that Device or Network information provided by the Products is correct or up to date. Mobile notifications regarding the status of and notifications about your eero Devices and Network are provided for informational purposes only – they are not a substitute for a third-party monitored emergency notification system.

e. User Conduct

You are solely responsible for (and eero has no responsibility to you or any third party for) any content that is transmitted or received, or any transactions that are attempted or completed, through use of your eero Devices or our other Products, and the acts or omissions of your employees, customers, visitors, residents of your home, or any other individual. You agree you will not use the Products (or permit any third party to use the Products) to take any action or make available any content that: violates the rights of any third party (including by infringing any third party intellectual property rights or rights of publicity or privacy); is illegal, threatening, abusive, harassing, defamatory, libelous, inaccurate, obscene, hateful, or otherwise inappropriate, injurious to third parties, or objectionable; constitutes or contains any form of "spam" or unauthorized or unsolicited communications; contains a software virus or other harmful computer code, file, or program; impersonates any person or entity; jeopardizes or violates the security of any computer network or Account; or runs any processes that interfere with the proper working of the Products.

f. Interactions with Other Users

If you comment on any blogs or forums available on an eero Site, you are solely responsible for your communications and your interactions with other users. eero reserves the right (but has no obligation) to intercede in any disputes or to review or monitor any comments posted on an eero Site. eero is not responsible for any content posted by you or third parties.

5. Third Party Products and Services

a. Use of Third Party Products

The Products rely on, interoperate with, or enable access to certain third-party products and services and their related materials ("Third-Party Products"), such as certain services bundled with an eero subscription offering or services provided by your internet service provider or mobile carrier. Because their operation may impact or be impacted by the use and reliability of the Products, you agree that: (i) the use and availability of the Products may be dependent on the operators of these Third-Party Products, and (ii) these Third-Party Products may not operate in a reliable manner 100% of the time, and they may impact on the way that Products operate. While any of your personal information processed by eero is subject to eero's Privacy Notice, use of any Third-Party Products may also be governed by separate or additional privacy policies or terms and conditions provided by the operator of the applicable Third-Party Product. You are responsible for your compliance with those separate terms and conditions and for any applicable fees.

b. Linking Products to Third-Party Products

Over time, eero may provide the opportunity for you to link the Products to one or more Third-Party Products. You decide whether and with which Third-Party Products you want to link and you may change that decision at any time. Once you authorize a particular Third-Party Product, as further discussed in eero's Privacy Notice, eero may exchange

information and control data regarding you and your eero Devices, including your personal information, in order to enable the linking you have authorized.

C. Third-Party Website Links and Referrals

The Products and related eero communications may contain links to other websites operated by third parties and referrals to third-party vendors. eero provides these links and referrals only as a convenience and does not control, review, approve, monitor, endorse, warrant, or make any representations with respect to those sites or vendors.

d. Release Regarding Third-Parties

We are not responsible for any of the third parties described in this Section and we make no representation or warranty about any of those businesses or their products or services. Third-party products and services are beyond eero's control and you access third-party products and services at your own risk. Accordingly, to the fullest extent possible by law, eero does not assume any responsibility or liability for the actions, product, and content of those third parties and any use of their products or services. You should contact the third-party vendor of the product or service with respect to any services provided by it.

6. Ownership

a. Copyright, Trademarks, and Patents

All content included in or made available through any Product is owned by eero and its suppliers and is protected by copyright laws throughout the world. eero's name and other related graphics, logos, service marks and trade names used on or in connection with the Products are the trademarks of eero and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Products are the property of their respective owners. One or more patents owned by eero apply to the Products and to the features and services accessible via the Products. Portions of the Products operate under licence of one or more patents.

b. Your Account

You agree you have no ownership or other property interest in the existence of your Account, and that all rights in and to your Account are owned by and inure to the benefit of eero.

C. Your Content and Feedback

If you post any content on our site or submit any ideas, suggestions, documents, or proposals to eero, you represent you have all rights necessary to that content and feedback, and you grant to eero and its licensees a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, that content and feedback. Please remember that other users may search for, see, use, modify and

reproduce any content you submit to any "public" area of our site. You permit eero to identify you by your username as the contributor of your content.

7. Changes to this Agreement

This Agreement is subject to change by us at any time. When we make changes, we will make a new copy of this Agreement available on an eero Site, and any new Supplemental Terms will be made available from within, or through, the affected Product. We will also update the "Last Updated" date at the top of this Agreement. We may also send you an email to the last address you provide to us. Any changes to this Agreement will be effective immediately or on the effective date indicated. Your continued use of the Products following the effective date of the changes to this Agreement indicates your acceptance of those changes. If you do not agree to any change, you must stop using the Products. Please check eero Sites regularly to view the then-current Agreement.

8. Termination

At any time, eero may suspend or terminate your rights to access or use the Products or terminate this Agreement with respect to you without notice (except as may be required by applicable law). Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. If you transfer an eero Device to a new owner, your right to use the Products with respect to that eero Device automatically terminates, and the new owner will have no right to use the Products under your Account and will need to register for a separate Account with eero. Upon termination of this Agreement, your Account and your right to use the Products will automatically terminate.

9. Indemnity

You agree you will be responsible for the use of the Products (including use by any third party you permit to use the Products, including Connected Users (as defined below)), and you agree to indemnify eero against any damages arising out of such use of the Products.

10. Warranty Disclaimer

a. THE WARRANTY FOR EERO DEVICES IS SET FORTH IN THE LIMITED WARRANTY THAT ACCOMPANIES THE DEVICE AND IS AVAILABLE AT WWW.EERO.COM/LEGAL/WARRANTY. THIS SECTION DOES NOT AFFECT IN ANY WAY OUR LIMITED WARRANTY OR OUR RETURN & REFUND POLICY AVAILABLE AT WWW.EERO.COM/LEGAL/RETURN-POLICY FOR THE EERO DEVICES.

- b. THE PRODUCTS ARE PROVIDED "AS IS", WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. EERO ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE COMPANY PROPERTIES, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (ii) ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. EERO ENTITIES DO NOT WARRANT THAT THE COMPANY PROPERTIES OR ANY PART THEREOF, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.
- c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE PRODUCTS WILL CREATE ANY WARRANTY OR CONDITION REGARDING EERO ENTITIES, OR THE PRODUCTS THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE COMPANY PROPERTIES IS AT YOUR OWN DISCRETION AND RISK.
- d. EERO MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE PRODUCTS.
- e. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

11. Limitation of Liability

a. IN NO EVENT WILL EERO ENTITIES BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT EERO ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING THE FOREGOING, EERO DOES NOT IN ANY WAY SEEK TO EXCLUDE OR LIMIT LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF AN EERO ENTITY OR FOR (B) ANY INJURY CAUSED BY AN EERO ENTITY'S FRAUD OR NEGLIGENCE.

- b. YOU AGREE THAT THE AGGREGATE LIABILITY OF EERO ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF RELATING TO THE USE OF OR ANY INABILITY TO USE THE PRODUCTS OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNTS (IF ANY) YOU HAVE PAID TO EERO OR EERO'S AUTHORIZED RESELLER FOR THE PRODUCTS AT ISSUE IN THE 12 MONTHS PRIOR TO THE CLAIM. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Breaches and Resolving Disputes

- a. You are solely responsible for any breach of obligations (other than eero's obligations) under this Agreement and for the consequences of any such breach, including any loss or damage which eero may suffer. You (and not eero) are responsible for all use of the eero Products under your Account and your use of any eero Site, including your employees, customers, visitors, and residents of your home. eero has no responsibility to you or to any third party for any such breaches, acts or omissions.
- b. You must notify us in writing if you dispute any of our charges on your credit card statement. Billing disputes should be notified to the following email address: support@eero.com
- c. Any dispute or claim relating in any way to your use of the Products will be adjudicated in the state or federal courts in San Francisco County, California, and you consent to exclusive jurisdiction and venue in these courts. We each waive any right to a jury trial. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13. Access Outside Certain Countries

The Products are not available to all persons or in all countries and some or all of the features of Products may not work or be appropriate for use in every country. If you access or use the Products from outside a supported country (you can review the supported country list here), you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. eero accepts no responsibility or liability for any damage or loss caused by your access or use of the Products outside a supported country. You will be bound by this Agreement wherever you access or use the Products.

14. Miscellaneous

a. Governing Law

You agree that applicable U.S. federal law, and the laws of the state of California, United States, without regard to principles of conflict of laws, will govern this Agreement.

b. Entire Agreement

This Agreement (including the additional terms incorporated by reference) constitutes the entire agreement between you and eero with respect to the subject matter of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, (a) that provision will still be enforced to the full extent permissible under applicable laws; (b) if that provision or change is wholly void or unenforceable, that provision or change will be of no force and effect and will be severed from this Agreement; and (c) in the case of either (a) or (b), the remainder of this Agreement will continue in full force and effect.

c. Compliance with laws

Data protection, privacy, export control laws and similar regulations governing the transfer of software and other technology outside of the United States or other jurisdictions, and other laws where you live may impose certain responsibilities on you and your use of the eero Products. You agree that you (and not eero) are responsible for ensuring that you comply with any and all applicable laws when you use the Products.

d. Assignment

You may not assign this Agreement without the prior written consent of eero, whether expressly or by operation of law, including in connection with a merger or change of control, and any such attempted assignment will be void and of no effect. eero may assign this Agreement without restriction. Subject to the foregoing, this Agreement will be binding on the parties and their respective successors and permitted assigns.

e. Force Majeure

If eero is unable to provide the Products as a result of an event beyond eero's control, eero will not be in breach of this Agreement.

f. Waiver

eero's failure to exercise, or delay in exercising, a right, power or remedy provided in this Agreement or by law will not constitute a waiver of any of eero's rights. eero's waiver of any obligation or breach of this Agreement will not operate as a waiver of any other obligation or subsequent breach of this Agreement.

q. Consent to Electronic Communications

By using the Products, you consent to receiving certain electronic communications from us as further described in our Privacy Notice. Please read our Privacy Notice to learn more about your choices regarding our electronic communications practices, including your ability to opt out or unsubscribe from marketing or other promotional communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

h. Notice

Where eero requires that you provide an email address, you are responsible for providing eero with your most current email address. In the event that the last email address you provided to eero is not valid, or for any reason is not capable of delivering to you any notices required/permitted by this Agreement, eero's dispatch of the email containing that notice will nonetheless constitute effective notice. eero is not responsible for any automatic filtering you or your network provider may apply to email notifications. If you want to give notice to eero, then you must give that notice by emailing support@eero.com.

i. Export

You may not use any Product if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Products. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software (including the eero Software), technology, and services.

15. Questions, Complaints, and Claims

If you have any questions, complaints, or claims, please contact us by emailing support@eero.com, by writing to eero LLC, P.O. Box 778806, San Francisco, CA 94107 USA, ATTN: Customer Support, or calling the relevant telephone number listed here. We will do our best to address your concerns. If you feel your concerns have been addressed incompletely, we invite you to let us know for further investigation.

Regarding copyright claims, it is eero's policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to eero by the copyright owner or the copyright owner's legal agent. If you believe your work has been copied and posted on an eero Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work you claim has been infringed; (3) a description of the location on an eero Site of the material that you claim is infringing; (4) your address, telephone number and email address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for eero's Copyright Agent for notice of claims of copyright infringement is as follows: eero LLC, c/o Amazon.com Legal Department, P.O. Box 81226, Seattle, WA 98108; email: copyright@amazon.com.

16. Consumer Complaints

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at 1-800-952-5210.

17. Additional Managed Network Terms

a. General

1. In addition to all other applicable terms of this Agreement, the terms in this section apply if you have a Managed Network or are a Network Manager.

A "Network Manager" is a Network Owner, Network Administrator, or other authorized eero Product user who uses, provides, or manages Network(s) on behalf of a business (such as a small to medium sized or enterprise business, multi-unit building, or hospitality locations), or on behalf of a Network Owner or Network Administrator of a Network located in such business (such as a tenant of a multi-unit building).

A "Managed Network" is a Network managed by a Network Manager.

2. Capitalized terms used in this Section 17 but not defined elsewhere in this Agreement are defined here.

b. Managed User Disclosure

If you are using a Managed Network, you acknowledge that eero Devices in your Network(s) may include the ability for the Service Partner or Network Manager that manages such Network(s) to make network configuration changes (e.g., change network settings or enable multiple SSIDs) that may impact network performance. If you are a Network Manager who makes such changes, you must notify users of the impact of such configuration changes on their Managed Network(s).

c. Network Manager Terms

The following terms apply to Network Managers.

- 1. If you, or your employees or agents, use a mobile device to access an eero App and/or to perform Product installation or network management, you will (i) ensure that each such mobile device uses industry-standard encryption, is only accessible via passcode or biometric authentication, and maintains up-to-date operating system software; and (ii) you, your employees, and your agents will not attempt to store personal information of Network Owners, Network Administrators, or Connected Users on any mobile device, other than as a result of the normal and intended function of the Product.
- 2. Where you or eero share any personal information of Network Owners, Network Administrators, or Connected Users with one another:

- i. you will: (a) if required by applicable law, provide your current privacy notice and terms of service to Network Owners, Network Administrators, and Connected Users, (b) provide the current eero Privacy Notice and eero Terms of Service to Network Owners, Network Administrators, and Connected Users by using the captive portal in your eero Product features (or if it is not available, by providing such users a current version these policies, such as by displaying an eero notice provided to you for this purpose), (c) obtain any necessary consent from Network Owners. Network Administrators, and Connected Users for the collection, use, transfer, and storage of their personal information, (d) provide sufficient safeguards, and implement appropriate technical and organizational measures, so that your processing (including collection, access, use, transfer, or storage) of the personal information of Network Owners, Network Administrators, and Connected Users meets the requirements of all applicable privacy notices and laws, and (e) ensure that those authorized to process (including to access, use, or store) the personal information of Network Owners, Network Administrators, and Connected Users are subject to appropriate legal or contractual obligations of confidentiality that are no less protective than this Section 17.c.
- ii. If you suspect or become aware of any security vulnerability related to your use of eero Products, or the personal information of Network Owners, Network Administrators, or Connected Users that eero has made available to you, then you will immediately notify us and will take all appropriate steps to remedy such vulnerability, including cooperating with us.
- iii. eero will act as an independent controller (or local equivalent under applicable law) of any personal information that you share with eero. You will act as a separate and independent data controller (or local equivalent under applicable law) of personal information that eero shares with you. You are subject to and agree to comply with the terms of our Controller-to-Controller Agreement, located here.
- 3. Upon receiving a request to access, correct, delete, or otherwise exercise a legal right with regard to the personal information of a verified Connected User, you will promptly, and no later than three (3) business days, relay that information to eero via the method specified in the eero Privacy Notice. If requested by eero, you also agree to provide reasonable assistance to help eero respond to those requests.
- 4. You may use (and may authorize others to access and use) personal information of Network Owners, Network Administrators, and Connected Users that eero has made available to you (including via the Products) solely to administer the Network(s) you have authorization to manage, and to provide and support Network access by such users, and not for any other purpose.

5. You will follow eero's Product documentation and policies for use of the Products, including any installation or responsible use guidelines, and will provide accurate information to eero for provisioning/de-provisioning Products, Networks, or users (as applicable for the relevant Product).