

Terms of Use

L-Acoustics Soundvision Connect

These Terms of Use govern the use of any and all features available through the L-Acoustics Soundvision cloud-based services (the “Service”). The Service is only intended to be used by professionals in the audio industry for their own business purposes; it is not intended for consumers.

Please read carefully through the following terms and conditions. By connecting to and/or using the Service, You recognize that You are acting as a professional and not as a consumer, and You agree to be bound by these Terms of Use. If You accept these Terms of Use on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms of Use, in which case the term “User” or “You” shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms of Use, You must not use the Service.

The Service may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

L-Acoustics’ direct competitors are prohibited from accessing the Services, except with L-Acoustic’s prior written consent.

1. Definitions

“Guest”	means a physical person accessing the Platform through an individual link shared by a User.
“L-Acoustics Group of Companies”	means all or part of the legal entities directly or indirectly controlled by L-Acoustics Group, a company organized under the laws of France, registered within the Trade and Companies registry of Evry under number 502 561 384, whose registered address is 13 rue Levacher Cintrat, 91460 Marcoussis, France.
“Organization”	means a legal entity acting as a professional in the audio industry, which is a customer of L-Acoustics having signed a Certified Provider agreement with L-Acoustics.
“Platform”	means any website, mobile website, mobile application or any other platform made available by L-Acoustics to access the Service, including without limitation L-Acoustics’ “All Access” platform.
“Project”	means any three-dimensional modelling of a venue, audio system design or other simulation results uploaded by a User through the Service to become accessible in User’s Workspace.
“Service”	means the cloud-based software called L-Acoustics Soundvision Connect (or any other name as may be used for the service in the future) and made available to the User via the Platform.
“Service Provider”	means L-Acoustics SAS, a company organized under the laws of France, registered with the Trade and Companies Registry of Evry under number 330 596 800, having its registered office at 13 rue Levacher

Cintrat, Parc de la Fontaine de Jouvence, 91462 Marcoussis Cedex, FRANCE.

“Service Provider Content”	means any three-dimensional modelling of a venue, template, data, or other content displayed or otherwise made available to User by Service Provider through the Service or otherwise on the Platform.
“SSO Solution”	means a single sign-on identification method that allows Users to connect to multiple Platforms with a single set of credentials.
“User” or “You”	means a person acting as a professional in the audio industry, accessing the Service through an account created on the Platform. For the avoidance of doubt, any Guest shall become a User after having created their own account on the Platform.
“User Generated Content” / “UGC”	means any Project or any comments or other content created, uploaded or shared by a User through the Service.
“Workspace”	means a User-specific section of the Service, hosting all Projects created by and/or attributed to the User, either individually or as part of an Organization.

2. Access to the Service

2.1 Account Creation

Access to the Service is only for professional purposes and shall require You to create an account on the Platform for free, or to connect to your existing account on the Platform if You already have one.

Each account must be linked to a User who is a unique individual over 18 years old, or an employee or representative of an Organization duly authorized to accept these Terms of Use and act as the sole administrator of the account.

2.2 Free Account

Free accounts can be created at no charge and offer a limited set of features within the individual Workspace associated to the account, as detailed on the Platform. Users may be given an option, at Service Provider’s discretion, to access additional or new features by subscribing to licenses available to Organizations or other upgrade packages. Content, availability and subscription price shall be detailed on the Platform.

2.3 Organization Account

A User can create an Organization account subject to payment of a subscription fee. Such Organization account may include one or several individual Workspaces and provide for a higher allowance of Projects that can be stored, modified and uploaded than under a free account, as well as additional features as the case may be.

Upon creating an Organization account on behalf of your Organization, You will be attributed an individual Workspace within the Organization account, You will automatically receive administration rights and the usage rights associated with an Organization account (e.g. higher allowance of Projects).

As an administrator, You will have the possibility to create additional Workspaces by purchasing a fee-based license for each Workspace, in order to invite Guests or other Users to join your Organization. For the avoidance of doubt, Users can simultaneously own a free account and be granted control over individual Workspaces within one or several Organization accounts.

When invited, a Guest shall create its own account in order to become a User authorized to access and use the Service in accordance with these Terms of Use. Each invited User or Guest may be assigned a specific role, giving access to different authorizations (e.g., for instance, view only, modify, upload, etc...). Administrators have access to all individual Workspaces within the Organization account.

Upon termination of the Organization's subscription, all usage rights beyond the free account allowance will automatically be cancelled.

In case of a payment default, Service Provider may decide to suspend or terminate the account (or any of its functionalities) or a subscription without prejudice to additional remedies.

2.4 Security

Access to the Service shall require You to log into your account, which is protected by an individual login and password, through an SSO solution. You undertake to keep the login and password confidential and not to share them with any other person, including within your company. Furthermore, You shall not assign or otherwise transfer your account to anyone. If an account is created on behalf of a legal entity, such entity shall be authorized to request Service Provider to either cancel an account created on its behalf or transfer an administrator account to another user, in which case Service Provider will reset the related login and password.

Should You believe that your password has been compromised or identify unrequested activities on the related account, You shall contact the Service Provider immediately.

You are solely responsible for any use of the Service under your account. In no event shall Service Provider be liable for any damage, whether arising under contract, warranty, tort, negligence, strict liability or otherwise, resulting from any unauthorized access to your account unless such unauthorized access was solely imputable to Service Provider's fault.

3. Use of the Service

3.1 Permitted Use

Subject to compliance with these Terms of Use, Service Provider grants You a non-exclusive, non-sublicensable, limited, revocable license to use the Service, including the Service Provider Content, the intellectual property rights, technology and data included in or related to the Service in so far as needed to access and use the Service, only for your internal business purposes and in compliance with the specifications indicated on the Platform and these Terms of Use.

As part of the Service, You will have access to one or several Workspaces, which may be used to host your Projects and other UGC as may be applicable.

You shall at all times comply with Service Provider's specifications and technical instructions related to the Platform and the Service.

3.2 User Generated Content

By accessing and using the Service and depending on the account type (free or fee-based), You will be able to upload, and share Projects and to create other UGC. You are solely liable for any UGC created, uploaded, shared or otherwise made available or processed through the Service. The Service Provider does not monitor nor endorse any UGC.

You control your Workspace sharing settings. Service Provider has no liability for how others may access or use your Workspace and UGC as a result of your decision to invite a Guest or otherwise share your Workspace.

You grant Service Provider the non-exclusive, worldwide, limited right to use, copy, store, transmit, and display UGC, as well as to modify and create derivative works of UGC as necessary to operate the Platform and provide the Service. For the avoidance of doubt, Service Provider will not access to, use or copy Projects uploaded by You for other purposes than operation of the Platform and provision of the Service. Subject to the above-mentioned license, as between the parties, all intellectual property rights over the UGC (including Projects) shall be deemed owned by You.

You hereby warrant that (i) You lawfully own, have been duly licensed or have otherwise been authorized to post each and any UGC; and, (ii) UGC does not violate intellectual property or any other rights of any third party, applicable laws and regulations, these Terms of Use and, more generally, could not be deemed illicit or violating moral standards and decency. You shall indemnify and hold Service Provider harmless against any damages, loss, costs (including reasonable attorney fees) arising out of or in relation with any third-party claim.

UGC will be stored on Service Provider's cloud servers, in accordance with the account type and/or the package chosen by User, until their deletion by You or termination of the related account by the Service Provider. Service Provider does not warrant that UGC will at all times be stored and available, and You shall make your own backup copies of any UGC, including in particular any Project, under your own responsibility.

You acknowledge that to the extent You are invited to access a third-party's Workspace, any access to that Workspace as well as any content You submit will be under the sole control of that other User.

3.3. Restricted Use

The Service and its relevant features are provided to Users and Guests solely for their own internal business purposes.

You will not, and will not permit any other person, to:

- make copies of all or part of the Service or extract all or part of the data related thereto (except for UGC), including without limitation through the use of data mining or similar data gathering and extraction methods, including data scraping for machine learning or other purposes;
- provide access to (except as expressly authorized under these Terms of Use), pledge, lease, rent, distribute, assign, sell, sublicense or commercially share all or part of the Service or the related intellectual property, technology and/or data, or allow any third party to do so;
- modify, alter, improve, develop, upgrade, downgrade, translate, or create derivative works based on the Service;
- scrape, data mine, reverse engineer, decrypt, decompile, disassemble, or otherwise attempt to decode, the Service, its source codes, its related underlying ideas or algorithms, or non-public APIs, except to the extent expressly permitted by a compelling

- law or regulation (and then only with prior notice to Service Provider);
- use the Service or the intellectual property, technology and/or data for any benchmarking activity or in connection with the development of a similar or competing product or service;
- access or attempt to access the Service by any means other than the interface(s) the Service Provider provides or authorizes, circumvent or disable any security or other technological features or measures of the Service;
- remove, alter, or obscure any proprietary notices from the Service or the Platform, or otherwise misrepresent the source of ownership of the Service or the Platform;
- interfere with the Service operation, circumvent its access restrictions or conduct any security or vulnerability tests of the Service;
- transmit or upload to or through the Service any computer virus, time bomb, worm, malware, Trojan horse or any other similar and harmful, malicious or hidden code, routines, programs or data designed to disable, erase, destroy, damage, alter or impair the use of the Service, the Platform or the machine running it;
- engage in any fraudulent, misleading, illegal, or unethical activities using or related to the Service, or use the Service to store or transmit material which contains illegal, unethical or harmful content;
- access the Platform and/or use the Service in countries or geographical locations subject to United Nations', European Union's, United Kingdom's or United States' embargoes or specific export laws or regulation.

3.4 Availability

Service Provider shall make its reasonable commercial efforts so as to provide Users and Guests with a 24/7 access to the Service. However, it is hereby agreed that the Service Provider does not provide any warranty regarding continuous availability of the Service or all or part of its features. Service Provider reserves the right to modify the Platform or the Service or discontinue making available any feature, service or other offering at any time.

Service Provider may, from time to time, temporarily limit or prevent the use of all or part of the Service for maintenance, correction, or security purposes. Service Provider shall make its reasonable commercial efforts to inform Users in advance of such limitation or interruption if they occur in relation with a planned maintenance, provided however that any other limitation or interruption will not be subject to any prior information. Service Provider shall not be liable for any such limitation or interruption.

3.5 Compatibility

The Service has been developed so as to support the most popular browsers in the marketplace. Should a connection or display error occur, Users and Guests are invited to upgrade their browser. Service Provider shall not be liable for any incompatibility with your equipment, software or network access. You are solely responsible for bearing any costs related to the access to the Platform and their use of the Service.

3.6 Data Backup

You are solely responsible for keeping backup copies of your Projects or other UGC available in your Workspace.

Projects uploaded using free accounts are only accessible when using the Service and cannot be downloaded back again. For backup purposes, please ensure that You keep a copy of the original file that was uploaded to the Service. As the case may be, Service Provider may provide a feature allowing to download Projects that were uploaded through an Organization

account.

4. Account Suspension

Service Provider may temporarily suspend any account if any of the following events occurs:

- Sharing of an free account or individual Workspace between several individuals, transfer or assignment of a free account or individual Workspace to another individual without the Service Provider's prior approval, sharing of login and password information;
- Any act or omission threatening the security, integrity or availability of the Platform or the Service (including without limitation DDOS attacks or malicious and hidden code, routines, programs or data input) or, more generally, any act or omission that may impair the IT security of the information and communication systems of the L-Acoustics Group of Companies;
- Any use of the Service that could be deemed illicit or violating moral standards and decency;
- Any use of the Service in breach of these Terms of Use.

You are solely responsible for maintaining backup copies of your Projects to prevent any loss of data resulting from a suspension or deletion of your account or data.

Where practicable, Service Provider will use reasonable efforts to provide You with prior notice of the suspension. Suspension of an account or a subscription in accordance with this section shall not suspend the related payment obligations.

Once You resolve the issue leading to suspension, Service Provider may either restore your access to the relevant Service or, due to the seriousness of your act or omission, terminate the agreement in accordance with these Terms of Use.

5. Term and Termination

5.1 Term

This agreement starts on the date You first accepts these Terms of Use and continues to apply until it is terminated in accordance with these Terms of Use.

5.2 Termination

Deletion of the account automatically terminates this agreement, and any subscription associated with the account as may be applicable. You will not be entitled to any refund for purchases made.

Service Provider may automatically terminate this agreement upon email notice in case of breach of these Terms of Use or misuse of the Platform or the Service by You; in such case, You will not be entitled to any refund for purchases made. Service Provider may also terminate this agreement in case it decides to terminate all or part of the Service or the Platform, upon reasonable prior email notice.

Upon termination of this agreement, your access to the Service, as well as any subscription to the Service, will cease.

5.3 Survival

Any provision of these Terms of Use that is meant to survive by its nature, shall survive the termination or expiration of these Terms of Use, for any reason whatsoever.

6. Privacy

By using or accessing the Service, contacting or engaging with the L-Acoustics Group of Companies, Users and Guests agree that the Service Provider may process Users' and Guests' personal data as described in L-Acoustics Group Privacy Policy, available at <https://www.l-acoustics.com/privacy-notice/>.

By creating an account and/or using any functionality of the Service, Users and Guests hereby acknowledge that the L-Acoustics Group of Companies may use Users' and Guests' personal data to deliver services to User and/or Guests or carry out transactions User has requested, including, but not limited to, providing information on the L-Acoustics Group of Companies' products or services User has used, registering licensed products, answering customer service requests and facilitating the use of the Service.

If Users or Guests have any question regarding the L-Acoustics Group of Companies' Privacy Policy, the L-Acoustics Group of Companies' handling of Users' and Guests' personal data or would like to lodge a complaint, they should contact the L-Acoustics Group of Companies using the following email address: privacy@l-acoustics.com or through the website's contact form.

Service Provider uses reasonable, state of the art technical and organizational measures to protect the Service and User's personal data.

7. Service Provider's Intellectual Property

All intellectual property rights (copyright, patents, database rights, rights in trademarks, designs, know-how, processes, trade secrets and confidential information whether registered or unregistered, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world owned or licensed by the L-Acoustics Group of Companies), and technology resulting from the L-Acoustics Group of Companies' research and development, testing and investment, whether or not actually protected by intellectual property rights, and data included in or related to the Service shall remain the L-Acoustics Group of Companies' property. It is reminded that Soundvision and L-Acoustics are registered trademarks.

Subject to compliance with these Terms of Use, the Service Provider grants Users a non-exclusive, non-sublicensable, limited, worldwide, revocable license to use the Service, including the Service Provider Content, the intellectual property rights, technology and data included in or related to the Service in so far as needed to access and use the Service, only for User's internal business purposes and in compliance with the specifications indicated on the Platform and these Terms of Use.

Users and Guests shall not use the intellectual property rights, technology or data in a way which may damage such intellectual property rights, technology or data or the L-Acoustics Group of Companies' brand image.

Users and Guests shall not disclose, reproduce, use and/or infringe the L-Acoustics Group of Companies' rights in the technology and data, nor shall it permit any third party to do so.

User grants Service Provider and L-Acoustics Group of Companies a worldwide, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by User relating to the operation of Service Provider's or its affiliates' services and technology.

8. Warranty Limitation

To the maximum extent permitted by applicable law, Service Provider's Platform and Service are provided on an "as is" and "as available" basis, and Service Provider does not make any representations about the content or features of the Service.

SERVICE PROVIDER GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PLATFORM AND THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT (A) THE PLATFORM OR SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE PLATFORM OR SERVICE WILL BE DISCOVERED OR CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION USER OBTAINS ON OR THROUGH THE PLATFORM OR SERVICE WILL BE ACCURATE, COMPLETE, CURRENT OR APPROPRIATE FOR USER'S PURPOSES.

9. Limitation of Liability

Nothing in these Terms of Use shall limit or exclude the Service Provider's liability for any matter in respect of which it would be unlawful for the Service Provider to exclude or restrict its liability.

IN NO EVENT SHALL THE SERVICE PROVIDER BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, LOSS OF CONTRACTS, LOSS OF DATA, LOSS OF IMAGE AS WELL AS ANY SHORTFALL, LOSS OF EARNINGS OR LEGAL EXPENSES. USER IS REMINDED THAT USER IS RESPONSIBLE FOR MAKING BACKUP COPIES OF THEIR UGC, IN PARTICULAR THE PROJECTS. SERVICE PROVIDER ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT ANY USER OR THIRD-PARTY POSTS, SENDS, RECEIVES, OR ACTS ON THROUGH THE SERVICE. ALSO, WITHOUT LIMITATION, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE IN CASE USER BREACHES THESE TERMS OF USE, OR IN CASE OF ANY DAMAGE CAUSED BY THE USE OF USER'S NETWORK OR IT EQUIPMENT, OR IN CASE OF IMPROPER, INCAUTIOUS, INCORRECT OR NEGLIGENT ACCESS TO OR USE OF THE SERVICE OR THE PLATFORM BY USER.

EXCEPT IN CASE OF CORPORAL DAMAGE, WILFUL MISCONDUCT OR GROSS NEGLIGENCE, SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY PURSUANT TO THESE TERMS OF USE WHETHER BY WAY OF INDEMNITY, FOR BREACH OF CONTRACT, WARRANTY OR GUARANTEE OBLIGATIONS OR BY REASON OF ANY TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STATUTE OR OTHERWISE SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE RELEVANT MONTHLY FEE INVOICED TO USERS FOR THE USE OF THE SERVICE (EXCLUDING VAT).

10. Subscriptions, Fees and Payment

In addition to the free version of the Service, Service Provider may offer features and services for purchase through the Platform, payable via credit card or other payment processors. If You purchase a subscription, it will automatically renew until it is cancelled by You, in accordance with the terms disclosed to You at the time of purchase. After cancellation of your subscription, You will continue to have access to your subscription benefits until the end of the then-current subscription period, at which point it will expire. Because the Service may be utilized without a subscription, cancelling a subscription does not remove your account from the Service.

Upon subscribing to paying features or versions of the Service, You will be required to pay all related fees as described on the Platform. Fees are based on services and content subscriptions purchased and not actual usage, payment obligations are non-cancellable and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant subscription term. Fees are exclusive of all taxes. You are responsible for any sales, use, goods and services, value-added, withholding or similar taxes or levies that apply to its subscriptions, whether domestic or foreign, other than Service Provider's income tax. If any fee owing by You under these Terms of Use is ten (10) days or more overdue, whether payable by credit card or direct debit, Service Provider may, without limiting its other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend the Service until such amounts are paid in full.

11. Miscellaneous

11.1 External Links. The Service may contain hypertext links to third-party websites, applications and internet domains, which are not operated by the L-Acoustics Group of Companies. By clicking on such links, You shall open a new window or browser tab. In no event shall the Service Provider be liable for any damage, whether arising under contract, warranty, tort, negligence, strict liability or otherwise, resulting from the access to, or the use of, any third-party websites, applications and internet domains.

11.2 Invalidity. Should any of the clauses of these Terms of Use be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.

11.3 Waiver. The failure of the L-Acoustics Group of Companies to enforce the provisions of these Terms of Use at any time or its failure to require at any time the performance by Users or Guests of any of the provisions of these Terms of Use shall in no way be construed to be a present or future waiver of such provisions nor in any way affect the entitlement of the L-Acoustics Group of Companies to enforce each and every such provision.

11.4 Changes. These Terms of Use may be modified or amended at any time by the Service Provider and shall apply every time a User or a Guest connects to an account after that date. They are thus invited to check the applicable version of this document before connecting. In certain circumstances, Service Provider may notify the Users of a change to the Terms of Use via email or other means; however, User is responsible for regularly checking this page for any changes. User's continued access or use of the Service constitutes User's ongoing consent to any changes, and as a result, User will be legally bound by the updated Terms of Use. If User does not accept a change to the Terms of Use, User must stop accessing or using the Service immediately.

12. Governing law and jurisdiction

These Terms of Use shall be governed by French law, without regard to choice or conflicts of law rules.

Each Party agrees that any dispute, controversy or claim arising out of or in connection with the existence, validity, interpretation, execution or termination for any reason of these Terms of Use shall be brought to an amicable settlement between the Parties before any legal proceedings. Failing this, the Parties agree to the exclusive jurisdiction of the courts of Paris, France.

Last updated: July 16, 2025