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# Audible Service Conditions of Use

Last updated: March 31, 2022

This is an agreement between you and Audible, Inc. (with its affiliates, "**Audible**", "**we**" or "**us**") regarding the digital spoken word audio entertainment service operated by Audible (the "**Service**"). These Audible Conditions of Use, the rules, policies and guidance we provide regarding the Service, and the following terms (collectively, as they may be changed over time, the "**Terms**") form a part of this agreement and govern your use of the Service:

- [Amazon.com Conditions of Use](#);
- [Amazon.com Privacy Notice](#);
- [Amazon.com Interest-Based Ads policy](#), which applies to your use of the Service on Amazon.com, Amazon devices, Amazon mobile applications and through other Amazon Services;
- [Amazon.com Cookie Policy](#); and
- [Audible.com Interest-Based Ads policy](#), which applies to your use of the Service on Audible.com and in Audible mobile applications.

Audible is an affiliate of Amazon.com Services LLC and the Service is an Amazon Service for the purposes of the [Amazon.com Conditions of Use](#). These Audible Service Conditions of Use will take precedence over any conflicting provisions of the [Amazon.com Conditions of Use](#).

**By signing up for or using the Service, you agree to the Terms on behalf of yourself and all members of your household and others who use the Service under your account.**

## Your Account; Notification Preferences

If you do not have an Audible or Amazon.com account, you will need to establish an account with Amazon.com to use the Service. The payment methods on file with your Amazon.com account will be used for your Audible account. To manage your Audible notification preferences, please visit the Audible.com [notification settings page](#).

## Membership Plans

As part of our Service, we may offer membership plans and may change them and their features from time to time. If you sign up for a membership plan, you agree to the terms, conditions and limitations associated with them that are posted on our websites or applications.

## Credits

As part of a membership plan or a Service promotion, we may issue you credits redeemable for content on the Service ("Credits"). Credits may only be redeemed on the Service, have no cash value, are non-transferrable and non-refundable. All Credits are valid for a limited time as described in the applicable membership and promotional terms and conditions. Credits expire immediately upon the cancellation or termination of your membership unless used prior to cancellation or termination.

## Purchased Content

Once we have made purchased content available to you for download, we encourage you to download the content promptly after purchase. As a convenience to you we may continue to make your purchased content available for re-download through your Service account, but we do not guarantee that such content will be available for re-download and Audible will not be liable to you if it becomes unavailable for further re-download.

## Promotional and Membership Content

We may make content available to you from time to time through the Service for which a purchase is not required. You will have access to this content only for so long as we make it available generally or, where it is provided as a benefit of a membership plan, for so long as you remain an active member of your plan in good standing. We may also remove this content from your account, devices and applications or otherwise restrict your ability to access it.

## Content Availability

We may add or remove purchasable, promotional and membership content (collectively, "Content") from our catalog, membership plans and our Service at any time and make no guarantee as to the availability of specific Content in any membership plan or as to any minimum amount of Content in any membership plan. Some of our Content may be available in certain territories.

## Fees and Renewal

Fees for purchased content, membership plans, subscriptions and other services will be stated at the time of your purchase or sign-up, as applicable, and provided in our help pages. The fees for membership plans may change at any time. Fees may be subject to tax, collected by us or a third party through which you transact, and are non-refundable except in the specific circumstances described in these Terms. We only accept credit cards for payment of your membership fees. Please do not sign up for the program with a debit card. Also known as a "check" or "ATM" card, a debit card typically has the word "debit" printed on the face of the card.

**If your membership plan or subscription involves a recurring payment of a fee, unless you notify us before a charge that you want to cancel or do not want to automatically renew your membership or subscription, you understand it will automatically continue and you authorize us, or a third party through which you transact (without notice to you, unless required by applicable law) to collect the then-applicable fees and any taxes, using any credit card we have on record for you.**

If all credit cards we have on file for you are declined for payment of your membership or subscription fees, we may cancel your membership or subscription, as applicable, unless you provide us with a new credit card. If you provide us with a new credit card and are successfully charged before your membership or subscription is cancelled, your new membership or subscription period will be based on the original renewal date and not the date of the successful charge.

## Membership and Subscription Cancellation

You may cancel your membership plan and any subscriptions by visiting your account details page provided on Audible.com (your "**Account Details**") and adjusting your membership settings and subscription preferences, or by contacting our Customer Service team. If you signed up for your membership using an Audible mobile application, please visit [this page](#) for iOS and [this page](#) for Audible Google Play for information on how to cancel your membership. If you cancel your membership or subscription, you will not receive a refund of any fees already paid. Your member benefits terminate when your membership is cancelled, but cancellation does not terminate your license and access to purchased content.

## Service Restrictions

We reserve the right to accept or refuse membership or to restrict use of the Service in our discretion. You may not transfer or assign your membership or any Service benefits. We may take actions we deem reasonably necessary to prevent fraud and abuse, including placing restrictions on the amount of content or other services that can be accessed from the Service at any one time.

## Content Restrictions

You may not (i) transfer, copy or display Content, except as permitted in this Agreement; (ii) sell, rent, lease, distribute, or broadcast any Content; (iii) remove any proprietary notices or labels on Content; (iv) attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or other protection system applied to Content or used as part of the Service; or (v) use the Service or Content for any commercial or illegal purpose.

## Promotional Trial Memberships

We sometimes offer certain customers various trial or other promotional memberships, which are subject to the Terms except as otherwise stated in the promotional offers. We reserve the right, in our sole discretion, to determine your eligibility. Trial members may, at any time (through your Account Details), choose not to continue to paid membership by cancelling prior to the end of the trial period. If a trial offer or a promotion requires you to have a valid payment instrument on file, such as a credit card or other permitted payment method, we may validate that payment method including by requesting a temporary authorization from the financial institution issuing your payment instrument. If we determine that your payment instrument is invalid, without limiting any of our other rights, we may revoke any benefits, Credits or Content you may have received as part of the offer.

## Agreement Changes

We may, in our discretion, change the Terms and all elements of them and any aspect of the Service, without notice to you. If any change to the Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes and the remainder of the Terms. **Your continued use of the Service after we change the Terms constitutes your acceptance of the changes. If you do not agree to any changes, you must not use the Service and must cancel your membership.**

## Termination by Us

Disputes

Any dispute or claim arising from or relating to these Terms or your use of the Service is subject to the dispute resolution, governing law, disclaimer of warranties, limitation of liability and all other terms in the [Amazon.com Conditions of Use](#).

Audible Address

Audible, Inc.  
1 Washington Park  
Newark, NJ 07102

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