



Audible Service Terms of Use

Last updated: June 7, 2016

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**"). The rules, policies and guidance we provide regarding the Service, [the Amazon.com Conditions of Use](#) and [the Amazon.com Privacy Notice](#) (all as they may be changed over time) are collectively referred to as the "**Terms**" and govern your use of the Service. The Service is an Amazon Service for the purposes of the Amazon.com Conditions of Use. These Audible Service Terms 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.

Your Account

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. Your payment methods on file with your Amazon.com account will be used for your Audible account.

The Service

We may offer Service membership plans and may change Service membership plans and their features from time to time. If you sign up for a Service membership plan, you agree to the terms, conditions and limitations associated with that Service membership plan that are posted on our website. We may add or remove content and services to the Service or any Service membership plan at any time and make no guarantee as to the availability of specific content or services in any membership plan or as to any minimal amount of content or services in any membership plan. Some of our content and features may be offered in limited territories, and we may use geofiltering technology to restrict access outside of those territories.

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 membership terms and conditions and expire immediately upon the termination of your membership. Credits issued as part of a Service promotion expire in accordance with the applicable promotional terms.

Purchased Content

Once we have made purchased content available to you for download, we encourage you to download the content promptly after purchase and to make a back-up copy. 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.

Membership Content

If in addition to purchased content we also provide a set of content that is available from time to time to members of your Service membership plan (the "**Membership Content**"), you will have access to the Membership Content while it is available so long as you remain an active member of the plan. When your membership in the plan ends or if we remove Membership Content from your plan, we may remove the Membership Content from your account, devices and applications.

Fees and Renewal

Fees for the Service membership plans will be stated at the time of your purchase of a membership or any promotional trial offer, as applicable, and provided in our help pages. The fees for membership plans may vary. Membership fees may be subject to tax 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.

Unless you notify us before a charge that you want to cancel or do not want to auto renew, you understand your Service membership will automatically continue and you authorize us (without notice to you, unless required by applicable law) to collect the then-applicable membership 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 fees, your membership will be cancelled 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 is cancelled, your new membership period will be based on the original renewal date and not the date of the successful charge.

Membership Cancellation

You may cancel your membership plan by visiting your account details page for the Service provided on Audible.com (your "**Account Details**") and adjusting your membership settings. If you cancel your membership, you will not receive a refund of any membership fees already paid. When your membership is cancelled, we may terminate your member benefits. Membership plan cancellation will not terminate your license and access to purchased content.

Membership 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, including placing restrictions on the amount of content or other services that can be accessed from the Service at any one time.

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. 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 method 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 or any Service membership, 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. **Your continued use of the Service or membership 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

Our business may change over time and we reserve the right to cancel the Service and any membership plan in whole or in part, and to terminate your membership and use of the Service at our discretion without notice. If we do so, we will give you a prorated refund based on the number days remaining in your membership unless we terminate your membership for conduct that we determine, in our discretion, violates the Terms, violates any applicable law, involves fraud or misuse of the Service, or is harmful to our interests or another user. Our failure to insist upon or enforce your strict compliance with the Terms will not constitute a waiver of any of our rights.

DISPUTES; LIMITATION OF LIABILITY

Any dispute or claim arising from or relating to these Terms or your use of the Service is subject to the binding arbitration, governing law, disclaimer of warranties, limitation of liability and all other terms in the Amazon.com Conditions of Use. Without limiting the disclaimer of warranties and limitation of liability in the Amazon.com Conditions of Use, our total liability with respect to your use of the Service will not exceed the total membership fees and cash purchases you paid to us in the twelve months prior to claim.

About Audible	Listening Apps	Best Sellers	Mysteries & Thrillers	Business
Affiliates	Membership Plans	New at Audible	Sci-fi & Fantasy	Self Development
Careers	Gift Center	eBooks by Kindle	History	Romance
Business Inquiries	Redeem a Promo Code	Whispersync for Voice	Classics	Fiction
Contact Us	Audible Range	Foreign Language	Bios & Memoirs	Kids
Help		Press Coverage		
Site Map				