



# YouTube Paid Service Terms of Service

[Terms of Service](#)

[Paid Service Terms of Service](#)

[Paid Service Usage Rules](#)

[Collecting Society Notices](#)

[Copyright Notices](#)

[Community Guidelines](#)

**Effective as of November 16, 2016**

**View the Terms of Service in other languages: [English](#)**

YouTube allows you to access certain premium features or content in exchange for a one-time or recurring fee, as applicable to the relevant features or content (collectively, each a "Paid Service" and collectively the "Paid Services"). The Paid Services include YouTube rentals & purchases, paid channel subscriptions, feature-based subscriptions and other YouTube services which may be offered by YouTube in the future. Your transactions and any other use of the Paid Services are subject to these YouTube Paid Service Terms of Service ("Paid Service Terms").

## 1. Your Acceptance

By using a Paid Service, you signify your agreement to (1) these Paid Service Terms; and (2) [YouTube's Terms of Service](#), [Privacy Notice](#), and [Community Guidelines](#) applicable to your geographic location, and all other terms and conditions that generally apply to the YouTube website. Nexus Tablet Users are subject to the following [additional terms](#). We'll refer to these documents together as the "Terms". Please read the Terms carefully. If you do not understand the Terms, or do not accept any part of them, then you may not use the Paid Services.

Each time you place an order for a Paid Service (including when you order individual subscriptions or items of content), you enter into a separate contract for services on these Terms. When you complete a purchase, you signify that you wish to enter into a binding contract for the provision of the applicable Paid Services.

## 2. Payment, Refund and Cancellation Policy

**Payment:** YouTube accepts payment via the current payment method indicated prior to purchase, which may include Google Payments and any other form of payment that we make available to you from time to time. You must have a valid accepted form of payment on file in order to purchase Paid Services or participate in free trial offers or other free offers related to the Paid Services. You agree to abide by any relevant Terms of Service or other legal agreement (including without limitation the [Google Payments Terms of Service](#)), whether with YouTube, Google or a third party, that governs your use of a given payment processing method. Prices for any Paid Service may change at any time, and YouTube does not provide price protection or refunds in the event of a price reduction or promotional offering. You agree to pay for any Paid Service that you order. YouTube will charge your credit card or other form of payment for the price listed on the relevant Paid Service offer, along with any additional amounts relating to applicable taxes, bank fees and currency fluctuations. If you purchase any automatically renewing subscriptions, you agree that YouTube will charge the payment method on file on the first day of each billing period for the relevant subscription, and if the payment method on file becomes invalid due to an expired credit card or other similar reason and we are unable to charge you on the next billing period, YouTube reserves the right to immediately revoke your access to any Paid Service you have ordered until you update your payment method. If you fail to update your payment method within a reasonable amount of time, YouTube may cancel your subscription.

**Taxes:** If YouTube is required to collect or pay any taxes in connection with your purchase of a Paid Service, such taxes will be charged to you at the time of each purchase transaction. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of a Paid Service. Such taxes may include duties, customs fees, or other taxes (other than income tax), along with any related penalties or interest, as applicable to your purchase or country of purchase.

**Refunds:** You can cancel your purchase and receive a refund as long as you have not commenced using the relevant Paid Service ordered and you make your request no later than 7 working days after your order is completed. Please note that if your order includes a free trial (as described below), the 7 day period for requesting a refund begins at the beginning of the free trial, not when you are subsequently billed for the Paid Service. Requests for refunds must be directed to our customer support team by clicking “Help” next to the relevant purchase on your [Purchases page](#) or by contacting the customer support team [here](#). We reserve the right to approve or deny refund requests after 7 working days at our sole discretion, except where the Paid Service is defective. In the event a refund is issued after 7 days for any subscription Paid Service, you may be issued a partial refund that is pro-rated for the remaining time left on the subscription. If you receive a refund for any reason, YouTube reserves the right to terminate your access to the relevant Paid Service purchased.

**Subscription Cancellations:** If you purchase a subscription to a Paid Service that automatically renews, you may cancel the subscription any time before the end of the current billing period and the cancellation will take effect on the next billing period. You will retain access to the Paid Service from the time you cancel until the start of the next billing period, and will not receive a refund or credit for any remaining days in your current billing period.

**Free Trials:** YouTube may offer free trials to new Paid Service subscribers. If you purchase a subscription to a Paid Service that includes a free trial, you will receive free access to such Paid Service for the duration of the free trial period. At the end of the applicable free trial period, you will be charged the price of the subscription and will continue to be charged until you cancel your subscription. To avoid any charges, you must cancel before the end of the free trial period.

**Pre-Orders:** YouTube may offer the ability to pre-order certain items of content available within the Paid Services. When you place a pre-order for an item of content, unless

otherwise noted at the time of purchase, your transaction will be completed and your credit card will be charged on the date when the relevant item of content is made available to you. You can cancel your pre-order at any time up to the point at which the relevant item of content becomes available. In some cases, YouTube may need to cancel a pre-order you have placed, in which case we will notify you.

### **3. Accessing Paid Services.**

**Device and Usage Requirements.** Certain types of Paid Services may require you to use a device that meets the system and compatibility requirements for such Paid Service, which may change from time to time. For further information on supported devices and technical requirements, visit our [Help Center](#).

Additionally, your use of the Paid Services is subject to the [YouTube Paid Service Usage Rules](#), which describe how you may access or use the different types of Paid Services on YouTube (e.g., applicable viewing periods and device limitations).

**Geographic Restrictions.** The Paid Services, and certain content available within the Paid Services, are currently available only in some countries. You agree that you will not present any false, inaccurate or misleading information in an effort to misrepresent yourself as a resident of a supported country, and you will not attempt to circumvent any restrictions on access to or availability of the Paid Services or content available within the Paid Services.

**Other Google Paid Services.** You may receive access to other Google subscription products or purchases as part of a transaction for certain YouTube Paid Services (e.g., by purchasing a movie on YouTube). Additionally, you may receive access to certain YouTube Paid Services as part of a purchase of, or subscription to, other Google products (e.g., by purchasing a movie on Google Play). Your use of any YouTube Paid Service is governed solely by these Paid Service Terms, and not the terms of any other Google product, including any other Google product through which you receive access to a YouTube Paid Service.

#### **4. License**

Your use of the Paid Services must be only for personal, non-commercial use. You agree not to use any Paid Service, in whole or in part in connection with any public presentation even if no fee is charged (except where such use would not constitute a copyright infringement). You are receiving a non-exclusive license to access the Paid Service and all rights, title and interest in the Paid Services (including any content offered through the Paid Services) not expressly granted to you in these Terms are reserved by YouTube and its licensors. If YouTube reasonably determines that you violated any of the terms and conditions of the Paid Service Terms, your rights under this Section 4 will immediately terminate and YouTube may terminate your access to the Paid Service and/or your YouTube account without notice and without refund to you.

#### **5. Restrictions**

When you use the Paid Service, you may not (or attempt to):

- use the Paid Service in an illegal manner or for an illegal purpose;
- share your YouTube account password with someone else to allow them to access any Paid Service that such person did not order;
- copy, sell, rent, or sublicense the Paid Services to any third party;
- circumvent, reverse-engineer, modify, disable, or otherwise tamper with any security technology that YouTube uses to protect the Paid Service or encourage or help anyone else to do so;
- access the Paid Service other than by means authorized by YouTube; or
- remove any proprietary notices or labels on Paid Services.

#### **6. Changes**

**Changes or Discontinuation of Paid Services.** YouTube reserves the right to change the availability of Paid Services. In addition, we reserve the right to modify, suspend, or discontinue any Paid Service with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension, or termination. However, this will not affect your ability to request a refund as described above.

**Removal or Unavailability of Content.** In certain cases, content available within a Paid Service may become unavailable due to restrictions from our partners who license us such content or other legal or policy reasons. YouTube will have no liability to you for any such unavailability. In the case of video rentals and purchases, if this happens during your rental period or during the first five years after you purchase content, you may request either a refund of the price paid or a reasonable replacement for such otherwise unavailable rental or purchased content. For all other Paid Services, if you are not able to download a copy of the affected content (if applicable) before it becomes unavailable, then YouTube may, at its option and solely as an accommodation to you, offer you either (a) a reasonable replacement of the content if possible or (b) a refund of the price of the content. If YouTube chooses to issue you a refund or replacement, the refund or replacement of your purchase price shall be your sole remedy.

**Changes to the Paid Service Terms.** We may also change these Paid Service Terms from time to time so we encourage you to periodically review the most up-to-date version at [https://www.youtube.com/t/terms\\_paidservice](https://www.youtube.com/t/terms_paidservice). If the Paid Service Terms change, you will have the opportunity to review the new terms when you next purchase any Paid Service. By completing the purchase, you signify your agreement to the new Paid Service Terms, and further, that they will apply to your use of the Service as a whole (including any Paid Service you have purchased in the past) and all subsequent purchases (until the Paid Service Terms change again). If you refuse to accept the updated Paid Service Terms then you may not buy any additional Paid Services and the latest version of the Paid

Service Terms that you accepted will continue to apply to your use of previously purchased Paid Services.

## 7. Communications

**Communications.** By using the Paid Services, you consent to receiving communications from us including marketing communications such as newsletters about YouTube features and content, special offers, promotional announcements, and customer surveys, to your registered email address or via other methods. If you no longer want to receive such communications, simply go to the "Notifications" tab within the "YouTube Settings" page of our website (<https://www.youtube.com/account>) to manage your YouTube communications. Please review our Privacy Policy (<https://www.google.com/policies/privacy>) for further details.

## 8. Family Groups

In order to serve as the family manager of a family group on YouTube, you must be at least 18 years old.

Content purchased or rented on YouTube with are only accessible by the family member that initiates the purchase and are not eligible to be shared with other members of the family group.

If you are part of a family group on YouTube, your family members in the family group will be able to see certain information about you. If you are the family manager of a family group on YouTube, family members you invite to join the family group will see your name, photo, and e-mail address. If you join a family group as a family member, other family members will be able to see your name, photo, and e-mail address and your family manager may also see your age. Family managers and family members must meet these additional requirements found in the help center as well.

If you are the family manager of a family group on YouTube and Google disables access to your account, your family members may lose access to family features requiring a family group, such as family subscriptions.

## 9. Other Terms

A. You acknowledge and agree that certain content available in the Paid Services may be considered offensive to some people and that such content may not be labeled as such. Additionally, certain descriptions of Paid Services or content available in the Paid Services are not guaranteed to be accurate. You agree to use the Paid Services at your own risk and, subject to applicable laws, YouTube will have no liability to you for any content that you find offensive.

B. The Paid Services are being provided by Google Inc., reachable via mail at:

*Google Inc.*

*Attn: YouTube Paid Services*

*1600 Amphitheatre Parkway*

*Mountain View, CA 94043*

or

via email online [form](#)

Complaints and/or feedback about your Paid Service experience may be sent to the address above or provided online as described above. You may also contact our customer support team by clicking "Help" next to the relevant purchase on your [Purchases page](#) or by [contacting the team](#).

C. You agree that you are solely responsible for (and that YouTube has no responsibility to you for) your use of any Paid Service, any breach of your obligations under the Paid Service Terms, and for the consequences (including loss or damage of any kind which YouTube may suffer) of any such breach.

D. You acknowledge and agree that you are responsible for paying all fees in a timely manner and for providing us with a valid credit card or other form of payment acceptable to YouTube. IN ADDITION, YOU ACKNOWLEDGE THAT YOUR ONLINE ACCEPTANCES CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND YOUTUBE AND SIGNIFY YOUR INTENT TO BE BOUND TO SUCH ONLINE ACCEPTANCES.

E. SUBJECT TO APPLICABLE LAWS, IN NO EVENT WILL YOUTUBE OR ITS AFFILIATES' AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY YOU OR YOUR AGENTS ARISING FROM OR RELATED TO THE SERVICES EXCEED THE PAYMENTS ACTUALLY RECEIVED AND RETAINED BY YOUTUBE FROM YOU FOR THE PAID SERVICES.

F. Unless not permitted by applicable law, you acknowledge and agree that that these Paid Service Terms, your transaction for the Paid Service, and your relationship with YouTube under these Paid Service Terms shall be governed by the laws of the State of California, U.S.A., without respect to its conflict of laws principles, and any claim or dispute that arises in whole or in part from your use of the YouTube Website and the Paid Services will be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California, U.S.A.

G. You acknowledge and agree that your transaction for the Paid Service is with Google Inc.

## **Additional Terms for YouTube TV**

### **1. Your Acceptance**

By purchasing a subscription to YouTube TV, you agree to the Paid Service terms above, as well as these additional terms. YouTube TV is a digital streaming-only service offered on full time basis to paying subscribers in the US via authorized YouTube players and/or players on permitted devices. YouTube TV is distinct and separate from all other YouTube offerings. YouTube TV is a logged-in only, 13+ experience. If you are under 13, please do not use YouTube or YouTube TV. Please note: YouTube TV accounts are for personal, non-commercial, residential use only - use of a YouTube TV account is not permitted in any group viewing spaces.

### **2. Authorization**

YouTube TV only is available on authorized connected devices, portable media players and computers, and other approved Internet-enabled devices. YouTube TV cannot be

accessed through a set-top box used as a decoder, including CableCard devices. Permitted devices are subject to change. If a device or account cannot be authorized, YouTube TV content may be withheld until authorization is successful. Re-authorization may also occur to ensure that the account and credentials are still valid. A new subscriber will need to be authorized, even if the device was already authorized for a previous subscriber. As part of YouTube TV, you may be asked to login to your Google account as well as register for accounts on various content provider sites. Please review policies on each site you register for to see if it's right for you.

If you are having difficulty authorizing your device or have any questions, please contact customer support. All customer care, customer support, technical support and billing activities for YouTube TV will be administered by YouTube.

YouTube reserves the right to terminate a subscription or take other appropriate action (including suspension of your YouTube account) for violations of these or any applicable terms or policies, including non-compliance with any security or intellectual property prohibitions. Content partners may also reserve rights and remedies under law and equity against any consumers and any other parties who infringe the content partners' rights with respect to any content and/or promotional materials.

### **3. Content**

The content in YouTube TV is unique, subject to all the content restrictions listed here and may change at any time. YouTube TV subscribers may not allow any person or device to download the content available through YouTube TV or allow any person or device to view YouTube TV content online or through an unauthorized device. Additionally, YouTube TV content may not always be available or may not be available on all devices. For instance, YouTube TV is restricted from distributing NFL football games on any portable device (including, but not limited to, wireless phones, pagers, smart phones and personal digital assistants).

Some content may not be authorized for particular geographic or metropolitan areas, some content may not be authorized for particular devices, and/or some programming may not be available or may be blacked out and substitute programming may be shown instead. Google's content partners have discretion over the programming they include in YouTube TV and may modify programs, program elements, promotional or other materials at any time. Content availability may also differ by time zone.

In addition, if any Video On Demand ("VOD") offerings are made available in YouTube TV, those offerings are subject to change at any time, including, (1) any content within a package subscribed to by the user, or (2) any package of content or services. Differences in YouTube TV offerings on a geographic basis may include: different broadcast stations; different regional sports networks ("RSNs"), or no service offering in a location at all. VOD offerings may also vary in their access to features such as fast forward, look back or start over.

Interactive features may also be limited based on the content, location or device. YouTube TV expressly prohibits use of post-market modification devices or any equipment or service that would facilitate or enable unauthorized modification to content. YouTube TV will monitor usage and protect content on the service from piracy, unauthorized access, distribution, or use through content protection systems and related software applications designed to withstand subscriber circumvention. Any reported or suspected circumvention may result in termination of your subscription and/or account.

Closed captioning, video description information, and other data will be provided as required by law or regulation. Program signaling, secondary audio, watermarks, and non-essential data may be included in content at the content partner's discretion. YouTube TV will not remove any essential data from the content and will work to ensure that the audio and video quality meets minimum thresholds.

Access to YouTube TV or content may be suspended in whole or in part for any reason including legal or regulatory reasons, such as an order or injunction from any court, administrative body, or regulatory authority, or due to material unauthorized access or use of content.

Recording and playback of content within YouTube TV is solely for a subscriber's personal, non-commercial use and not for group viewing. Recording must always be future-looking and at the subscriber's volition. YouTube TV prohibits the use of any device, technology, or service allowing users to automatically tune away from, or to skip or delete (other than manual scrubbing), advertising or promotions on a recorded program. Programming and advertising viewership by a subscriber may be measured during playback of a recording in the same manner as for linear distribution of the programs. Recordings may be stored for up to nine (9) months, except in those instances where Google is asked to delete or remove access to a recording or within 24 hours of the termination of the subscriber's subscription. Recording may not be available on all programs, at the content partner's discretion. To the extent available, the subscriber-recorded version of a program may be replaced with a start over program, a VOD or another program version.

YouTube TV prohibits downloadable (other than caching), sideloadable, transferable, or uploadable copies of content by a subscriber. Other than recording services provided within YouTube TV, subscribers are prohibited from any recording, copying, storage, retransmission or redistribution of any linear or VOD program. Recording playback must comply with these usage rules which may change from time to time. Subscribers are not granted any rights or license by use of recording functions, through recording activities, or through any network- or remote-storage of recording. Use of the recording functionality can only be undertaken to the extent permissible under copyright and other applicable laws.

#### **4. Payment**

Only paying subscribers or subscribers authorized to receive the content through a promotion (including a trial)

will be authorized to access content in YouTube TV. Note that at the end of trials, subscribers will automatically be charged the regular monthly fee for the programming service, unless the subscriber cancels the service. Subscribers can cancel at any time by clicking cancel within the app or contacting support. Upon cancellation, subscribers still may be charged for the current billing period. The monthly fee charged for YouTube TV covers the content within the selected package, with no additional fees or surcharges. Additional content or additional packages may be available for an additional cost. YouTube TV requires an up-to-date and valid payment instrument to maintain continued access to the content. For questions about refunds, billing or pro-rated charges, please see the help center.

Please note: YouTube TV is an auto-renewing subscription which will renew automatically each month. Please refer to your individual application for pricing information. Your payment will be charged to your iTunes account at confirmation of purchase. Please check your Membership tab under the Settings menu for details about your subscription and to cancel at any time. Your subscription automatically renews unless you cancel your subscription at least 24 hours before the end of the current period. Your subscription will be billed to your iTunes account within 24 hours before the end of the current period and the renewal charge will be your monthly charge plus any additional add-on content you may have elected.

## **5. Shared Accounts**

Each YouTube TV subscription comes with 5 additional accounts. All shared accounts must be from the same household or family living together, as determined by electronic check-ins every 30-90 days. Subscribers may not share their recordings with anyone, even if they are sharing a subscription. All YouTube TV accounts will be limited to 3 concurrent streams. A YouTube TV subscription comes with access for 6 different Google accounts but a given subscriber may only register 10 devices in a given calendar month to an account, and no more than 30 devices to an account in a given calendar year. When the device limitation is reached, additional devices may not be added.

## 6. Prohibitions

The YouTube TV logo and other trademarks, graphics, logos, scripts, and sounds are trademarks of Google and/or its content partners. None of the trademarks or content displayed through YouTube TV may be used by a subscriber, copied, downloaded, or otherwise exploited. YouTube TV will monitor and protect content on the service from piracy, unauthorized access, distribution, or use. Subscribers do not gain any sponsorship, affiliation or association with the content, networks, programs or any content producer through their use of the YouTube TV service. Content partners are the exclusive owner of the programming service and content distributed on YouTube TV, even when a copy of the content is stored by a subscriber. Subscribers do not obtain any proprietary rights in a programming service or content by using the service.

## 7. Privacy & Security

In YouTube TV, as with all Google products and services, the [Google privacy policy](#) controls the use, collection and sharing of data. YouTube TV may share aggregated data with its content partners.

YouTube TV will use Google's proprietary location detection services to determine location. The location of your device will be used to (i) determine which content you are permitted to access and (ii) provide access to that content. YouTube TV may also use other means such as the location of the device at sign up and the location of the billing address or payment instrument to verify location and content accessibility. YouTube TV will be improving technology to determine a subscriber's location, and streams accessed from within the home may have different concurrent stream limitations. YouTube TV reserves the right to monitor and report to content partners on usage patterns including inactivity, in accordance with the Google Privacy Policy.

Because YouTube TV may be accessible from various permitted devices (i.e., mobile, desktop) or various third party sites (i.e. content partners' sites), the personal

information collected may differ depending on the access point. Be sure to check the privacy policy of each underlying site where you access YouTube TV to understand the data being collected and shared. Additionally a subscriber's account may be linked to other accounts owned by subscriber to facilitate a personalized experience on an applicable access point. If a subscriber watches content on a different access point than YouTube TV, the subscriber may be placed within that interface until such time as the subscriber switches back to YouTube TV.

YouTube TV may actively recommend content, market and promote the YouTube TV service and related services to users through algorithmically driven, personalized recommendations tools to deliver optimized personalized results. YouTube TV may also collect results and metrics related to the personalized content delivery and/or the marketing campaign(s) for distribution to our partners, within the scope of the Google privacy policy. YouTube TV will not change or otherwise interfere, or authorize, facilitate or enable the change of or other interference with the subscriber's channel selection or equipment that is tuned for viewing or recording, unless specifically authorized by the subscriber. YouTube TV may supply security and content protection updates, including security patches, from time to time; such security enhancements must be promptly downloaded, installed, or otherwise implemented by the subscriber upon notification of their availability.

## **8. Measurement**

Our content licensors, as well as our advertisers, seek to measure the performance of their creative material across many platforms, including YouTube TV. YouTube TV may feature Nielsen proprietary measurement software, which will enable subscribers to contribute to market research, such as Nielsen TV Ratings. Accordingly, YouTube TV may permit the use of third-party measurement software that enables third parties (such as Nielsen) to include subscriber viewing on YouTube TV in calculating measurement statistics such as TV Ratings. To learn more about the information that Nielsen software may collect, please see the Nielsen Digital Measurement Privacy Policy

at <https://www.nielsen.com/digitalprivacy>. That policy includes information about subscriber choices with regard to Nielsen measurement software on YouTube TV. For choices with regard to Nielsen measurement software on the YouTube TV mobile application, please visit "About Nielsen Measurement" in the mobile application's settings.