

## Disney+, ESPN+, and Hulu Subscriber Agreement

Updated: January 27, 2025

We welcome you! It is our pleasure to provide the Disney+, ESPN+, and Hulu services described below for your personal enjoyment in accordance with this Subscriber Agreement (herein, the “Agreement”). PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT GOVERNS ELIGIBILITY FOR AND USE OF THE SERVICES.

For detailed information on how to cancel your subscription, see Section 2(e) below. Disney Platform Distribution, Inc., located at 500 South Buena Vista Street, Burbank, CA 91521 (“Disney+”), BAMTech, LLC, located at 50 Vandam Street, 9W, New York, NY 10013 (“ESPN+”), and Hulu, LLC, located at 2500 Broadway, 2nd Floor, Santa Monica, CA 90404 (“Hulu”) are referred to collectively in this Agreement as “we”, “us” and “our”. The “Disney+ Service”, “ESPN+ Service”, and “Hulu Service” include each Service’s respective website, application, video player and related software, associated content and other services, in any media format or channel, now known or hereafter devised, and any elements thereof. The Disney+ Services, ESPN+ Services, and Hulu Services are sometimes referred to interchangeably or collectively in this Agreement as the “Services”.

You agree to this Agreement, including any agreements or policies incorporated herein by reference, by clicking “Agree & Continue” or any other industry standard mechanism during the Disney+, ESPN+, and/or Hulu registration process, or by accessing or using any aspect of the Services. It may be necessary to agree to additional terms and conditions in connection with your use of the Services. If you do not agree to this Agreement, you may not use the Services.

We may amend this Agreement, effective thirty (30) days after we send you notice or post the amendment on the Services. If you do not agree to any change to this Agreement, you must discontinue using the Services. Our customer service representatives are not authorized to modify any provision of this Agreement, either verbally or in writing.

ANY DISPUTE BETWEEN YOU AND US, EXCEPT FOR SMALL CLAIMS, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION IN THIS AGREEMENT AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

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### 1. USER ELIGIBILITY AND REGISTRATION

**a. Eligibility and Age Limitations.** You must be 18 years of age, or the age of majority in your state or territory of residence, to purchase the Disney+ Service or Hulu Service, and 16 years of age to purchase the ESPN+ Service. The Services are provided to individuals for their personal, noncommercial use only. Companies, commercial establishments, associations and other groups may not purchase or use the Services.

**b. Territory.** Only residents of the countries and territories where we offer the Services (each Service's "Territory") are eligible to subscribe. The ESPN+ and Hulu Services are only available in the United States and certain of its territories. This Agreement applies if you purchase a subscription to the Disney+ Service in the U.S. and any supported U.S. territories and use it in other geographic locations where the Disney+ Service is made available. You may not access the Services from locations where we do not have rights or where we do not make the Services available.

**c. Registration and Access.** The Services are integrated with "MyDisney", which allows you to use a single email and password to sign in to a range of products and experiences across The Walt Disney Family of Companies. When you sign up for a MyDisney account, you agree to The Walt Disney Company Terms of Use, which can be found at [disneytermsofuse.com](https://disneytermsofuse.com). Only individuals who have registered for a MyDisney account, provide requested information (e.g., a valid email address), and agree to this Agreement are eligible to subscribe to the relevant Services. Your

email address and password to login to the Services will be managed by MyDisney. You are solely responsible for maintaining the confidentiality and security of your email address and password and for all activities that occur on or through your account. However, if you allow others to access your account, this Agreement, as well as any specific consents you may have provided to us, also applies to their access, use, and disclosure of information. You agree to immediately notify us of any unauthorized access to your account. We will not be responsible for any losses arising from the unauthorized use of your account.

**d. Notices.** Any notices we deliver to you may be made as follows: (i) by email to the last email address provided by you or (ii) by posting a notice on the Services. You consent to receive electronic communications from each Service you subscribe to and further agree that any notices, agreements, disclosures, and other communications that we send to you electronically will satisfy any applicable legal notification requirements. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us. You agree that we may take steps to verify the accuracy of information you provide.

## 2. SUBSCRIPTION TERMS

**a. Service Tier and Other Offerings.** When purchasing your subscription(s) to the Service(s), you may be presented with different plans or options (each a “Service Tier”). Different Service Tiers or other offerings, such as a Bundle (as defined below) or add-ons, may be subject to differences in pricing, usage rules, eligibility, restrictions, features, and device availability.

**b. Subscription Billing and Auto-Renewal.** Your subscription(s) to the Service(s) includes enrollment into an ongoing/recurring payment plan. Your subscription(s) will automatically renew at the end of the disclosed billing period, unless cancelled in accordance with the instructions for cancellation below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. When you provide a payment method, we may attempt to verify the information you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced. Your “billing period” is the interval of time between each recurring billing date and corresponds to the term of your subscription. If you change your Service Tier or obtain certain other offerings, such as add-ons, we may prorate your charges accordingly during the applicable billing period. To see your next recurring billing date, log in to your account and view your

account details. You acknowledge that the timing of when you are billed may vary, including (i) if your subscription began on a day not contained in a given month (e.g. if you have a monthly subscription and became a paying subscriber on January 31, your payment method would be billed next on February 28), or (ii) due to free trials and other promotional offers, gift card redemptions, credits applied, payment failures, or changes in your subscription or payment method. We may also offer you the ability to pause your subscription. If you do not cancel before the end of the pause period, billing will resume automatically. We reserve the right to change our pricing. In the event of a price change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your subscription in accordance with the instructions included in that email and below. If you do not timely cancel your subscription, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party Internet access charges and taxes in connection with your use of the Services. Please check with your Internet provider for information on possible Internet data usage charges.

**c. Free Trials and Promotions.** Your subscription(s) to the Service(s) may include a free trial. Availability of a free trial is not guaranteed and, if one is available, is only available on the specified terms of the free trial. Eligibility for free trials may vary based on factors including the Service Tier selected, whether you have previously used one for the relevant Service(s), how recently you redeemed a free trial, and whether the Service Tier is part of a combined offering. Certain limitations may also exist with respect to combining free trials with any other offers. Your first payment will be charged to your chosen payment method immediately following the free trial, unless cancelled in accordance with the instructions for cancellation below. You can cancel your subscription at any time before the end of your free trial. We provide notice of the terms of the free trial at the time you register and you will not receive a separate notice that your free trial is about to end or has ended, or that your paid subscription has begun, unless expressly required by statute or regulation in particular jurisdictions or instances. We may also offer, in our sole discretion, promotions (e.g., a promotional price, bundled subscription, device-specific offer or gift card) subject to promotional terms disclosed during your sign-up or in other materials provided to you. We will begin billing the same payment method we otherwise have on-file for your subscription at the then-current, non-promotional price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed.

**d. Gift Cards.** We may make available gift cards redeemable for an eligible Service Tier. Gift cards may not be used in conjunction with, or in addition to, any special offer unless the terms of the special offer expressly indicate otherwise. The purchase and redemption of Disney+ gift cards are subject to the Disney+ Gift Card Terms and Conditions, which you can review at [disneyterms.com/usdisneyplusgiftcard](https://disneyterms.com/usdisneyplusgiftcard). The purchase and redemption of Hulu gift cards are subject to the Hulu Gift Card Terms and Conditions, which you can review at [http://hulu.com/start/gifting\\_terms](http://hulu.com/start/gifting_terms). The purchase and redemption of Disney gift cards are subject to the Terms and Conditions for Gift Cards, Merchandise Credits, and Dining Cards, which you can review at [disneygiftcard.com/terms/us](https://disneygiftcard.com/terms/us).

**e. CANCELLATION AND REFUND POLICY.** YOU CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME BEFORE THE END OF THE CURRENT BILLING PERIOD, FREE TRIAL OR PROMOTION. CANCELLATION WILL TAKE EFFECT AT THE END OF THE CURRENT BILLING PERIOD, FREE TRIAL OR PROMOTION UNLESS OTHERWISE DISCLOSED. IF YOU ARE SUBSCRIBED THROUGH A FREE TRIAL, PROMOTIONAL CODE OR OTHER CREDIT, CANCELLATION MAY BE EFFECTIVE IMMEDIATELY. IF YOU MODIFY YOUR SUBSCRIPTION TO SWITCH FROM ONE SERVICE TO ANOTHER SERVICE DURING YOUR BILLING PERIOD, YOU MAY NOT HAVE CONTINUED ACCESS TO YOUR ORIGINAL SERVICE. YOU MUST CANCEL YOUR SUBSCRIPTION PRIOR TO 11:59 P.M. EASTERN TIME ON THE DAY BEFORE YOUR NEXT RECURRING BILLING DATE IN ORDER TO AVOID BEING CHARGED FOR THE NEXT BILLING PERIOD. WE DO NOT REFUND OR CREDIT FOR PARTIALLY USED BILLING PERIODS, ALTHOUGH WE MAY PROVIDE SUCH REFUNDS OR CREDITS ON A CASE-BY-CASE BASIS IN OUR SOLE AND ABSOLUTE DISCRETION. IF YOUR SUBSCRIPTION IS CANCELED DUE TO FAILED ATTEMPTS TO CHARGE YOUR PAYMENT METHOD, OR IF YOU SWITCH YOUR BILLING TO A THIRD-PARTY, YOU MAY FORFEIT ANY CREDITS ASSOCIATED WITH YOUR ACCOUNT. TO CANCEL YOUR DISNEY+ SERVICE SUBSCRIPTION, NAVIGATE TO [WWW.DISNEYPLUS.COM/ACCOUNT/CANCEL-SUBSCRIPTION](https://www.disneyplus.com/account/cancel-subscription), LOG IN, AND CLICK “CANCEL SUBSCRIPTION”. TO CANCEL YOUR ESPN+ SERVICE SUBSCRIPTION, NAVIGATE TO [SECURE.WEB.PLUS.ESPN.COM/COMMERCE/ACCOUNT](https://secure.web.plus.espn.com/commerce/account), LOG IN, SELECT THE SUBSCRIPTION YOU WISH TO CANCEL, AND CLICK “CANCEL SUBSCRIPTION”. TO CANCEL YOUR HULU SERVICE SUBSCRIPTION, NAVIGATE TO [WWW.HULU.COM/ACCOUNT](https://www.hulu.com/account), LOG IN, AND CLICK “CANCEL”. IF YOU SUBSCRIBED VIA A THIRD PARTY, PLEASE VISIT YOUR APPLICABLE SERVICE’S HELP CENTER FOR INSTRUCTIONS ON HOW TO CANCEL.

**f. Payment Details.** We will keep your detailed payment information, such as credit card number and expiry date, on file. In the event your account or subscriptions are configured so that you receive separate bills relating to a Bundle, we may

consolidate such bills to reduce the number of separate charges you receive. We may store and allow you to use your payment information for purchases across the Services and across The Walt Disney Company, if you have consented to such usage. You are responsible for keeping your payment details up-to-date by changing the details in your account settings. Where your details change or are due to expire, we may obtain or receive from your payment provider updated payment details including your card number, expiry date and CVV (or equivalent). This enables us to continue to provide you access to the Services. You authorize us to continue to charge your card using the updated information. In the event of a failed attempt to charge to your primary payment method (e.g. if your payment method has expired), we reserve the right to retry billing your payment method or, where you have consented, to use any other stored payment method associated with your account. If a payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your subscription. You will remain responsible for any amounts you fail to pay in connection with your subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. You also agree that we may charge your payment method on file if you decide to restart your subscription to any of the Services.

**g. Subscriptions Obtained Through Third Parties.** If you obtain a subscription to the Services via a third party (e.g., an app store), that subscription is also subject to the third party's terms, and the provisions in this Agreement concerning subscription purchase, billing, cancellation/refunds, and payment do not apply to that subscription to the extent this Agreement conflicts with the applicable third party's terms regarding subscription purchase, billing, cancellation/refunds and payments. For subscriptions obtained via a third party, your billing relationship will be directly with the applicable third party. Any fees charged for your subscription to the Service(s) will be billed by the applicable third party using the payment information you have provided to such third party. To cancel a subscription to the Service(s) obtained via a third party, please follow the cancellation instructions set out by the applicable third party. You can visit our Help Center for instructions on how to cancel a subscription to the Service(s) obtained via a third party.

**h. Bundled Subscription Options.** We may offer a subscription to the Services bundled with other subscription services, including subscriptions to third-party products and services, e.g., a wireless plan. Notice of the terms of the bundled subscription options will be provided to you at the time you register. If a subscription to the Services is offered as part of a bundle with other third-party products and services, this Agreement will govern your use of the Services and any third-party subscriptions, products, and services will be governed by the terms of use issued by those third parties.



**i. Bundles.** We are pleased to offer eligible subscribers, who are over 18, access to certain combinations of two or more of the Disney+ Service, ESPN+ Service, and the Hulu Service you select (each, when subscribed to in this manner, a “Bundled Service”), for a discounted price as compared to the retail price of each plan when purchased separately (each combination, a “Bundle”). This promotional offer may be modified or terminated at any time. Your subscription to a Bundle may be subject to certain terms and conditions disclosed to you at the time of purchase. Bundles are only available in the United States.

**j. One-Time Purchases.** We may also offer one-time purchases, including to pay per view events and certain Content not otherwise included within your subscription. You will be charged for these one-time purchases at the time of purchase to your chosen payment method.

**k. Service Tiers With or Without Ads.** We offer different Disney+ and Hulu Service Tiers, some with advertisements and some predominantly without. Service Tiers described as “no ads” or “ad-free” are generally free of commercial interruptions, with certain exceptions that may change from time to time, including where: (i) streaming rights or other limitations require certain Content to play with ads; or (ii) ads are served in certain live or linear Content or special events (and replays thereof). Additionally, “no ads” or “ad-free” Service Tiers may contain limited promotional content, such as brief clips about the Bundles (including messages promoting an upgrade thereto) and other content available on any services associated with the Bundles, and branded content, product integrations, or sponsorship messaging.

Please note that if you subscribe to multiple (or a bundle of) Service Tiers, Content from any ad-supported Service Tier will play with ads, while Content from any “no ads” or “ad-free” Service Tier will not (except as described above).

**l. Additional Content.** From time to time, we may offer the opportunity to watch additional Content with your Service Tier. For example, subscribers to a Service Tier that is otherwise limited to on-demand streaming may be able to watch certain live Content. We offer this additional Content on a promotional basis and retain sole discretion regarding the availability of the Content, eligibility to watch the Content, requirements to access the Content, and whether or not such Content includes advertisements.

**m. Account Sharing.** Unless otherwise permitted by your Service Tier, you may not share your subscription outside of your household. “Household” means the collection of devices associated with your primary personal residence that are used by the individuals who reside therein. If you are subscribed to multiple Services, your

Household will be determined based on usage across all Services to which you are subscribed. Additional usage rules may apply for certain Service Tiers. For more details on our account sharing policy, please visit your applicable Service's Help Center.

We may, in our sole discretion, analyze the use of your account to determine compliance with this Agreement. If we determine, in our sole discretion, that you have violated this Agreement, we may limit or terminate access to the Service and/or take any other steps as permitted by this Agreement (including those set forth in Section 6 of this Agreement).

You will be responsible for any use of your account by your household, including compliance with this section.

**n. Linked Destinations and Advertising.** If we provide links or pointers to other websites or destinations, you should not infer or assume that we operate, control, or are otherwise connected with these other websites or destinations. When you click on a link within the Services, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. This Agreement does not govern your use of another website or destination. We are not responsible for the content or practices of any website or destination other than the Disney+, ESPN+, and Hulu site, even if it links to the Disney+, ESPN+ and/or Hulu site and even if the website or destination is operated by a company affiliated or otherwise connected with Disney+, ESPN+ and/or Hulu. By using the Services, you acknowledge and agree that we are not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Disney+, ESPN+, and Hulu site.

**o. Third Party Ads and Services.** We take no responsibility for and do not endorse any third-party advertisements or any third-party material posted where the Services are available, nor do we take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers while using the Services, including through engaging with interactive advertisements, are between you and the advertiser, and you agree that we are not liable for any loss or claim that you may have against an advertiser. If you provide any confidential or personal information or engage in any transaction through an advertisement, we are not responsible for such information or transaction and we encourage you to read the terms of use and privacy policy of the advertiser or other party collecting such information or engaging in such transaction.



### 3. COPYRIGHT LICENSE GRANT AND RESTRICTIONS

**a. License.** Within the Territory and subject to the terms and conditions in this Agreement, we grant you a limited, personal use, non-transferable, non-assignable, revocable, non-exclusive and non-sublicensable right to do the following:

- i. Install and make non-commercial, personal use of the Services; and
- ii. stream or temporarily download copyrighted materials, including but not limited to movies, television shows, other entertainment or informational programming, trailers, bonus materials, images, and artwork (the “Disney+ Content”, “ESPN+ Content” or “Hulu Content” or, collectively, the “Content”) that are available to you from the Services. References to the Content also include any elements of the Content.

This is a license agreement and not an agreement for sale or assignment of any rights in the Content or the Services. The purchase of a license to stream or temporarily download any Content does not create an ownership interest in such Content. Such Content, including the copyrights, trademarks, service marks, trade names, trade dress and other intellectual property rights in the Content, are owned by The Walt Disney Company, its affiliates and/or other licensors, and is protected by the copyright laws of the United States, as well as other intellectual property laws and treaties.

**b. Restrictions on Your Use of the Content.** You agree that you will not nor permit another person to do any of the following without our express written permission, and that these restrictions are a condition to your license:

- i. circumvent or disable any content protection system or digital rights management technology used in connection with the Services to control access to the Content;
- ii. copy the Content (except as expressly permitted by this Agreement);
- iii. rebroadcast, transmit or perform the Content available via the Services;
- iv. create derivative works of the Content; or
- v. engage in any of the foregoing in connection with any use, creation, development, modification, prompting, fine-tuning, training, testing, benchmarking or validation of any artificial intelligence or machine learning tool, model, system, algorithm, product or other technology (“AI Tool”).

**c. Restrictions on Your Use of the Services.** You agree that you will not nor permit another person to do any of the following without our express written permission, and that these restrictions are a condition to your license:

- i. move, decompile, reverse-engineer, disassemble, or otherwise reduce to human-readable form the Services and/or the video player(s), underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the video player(s);
- ii. modify the Services, including, but not limited to, by removing identification, copyright or other proprietary notices from the Content or the Services;
- iii. access or use the Services in a manner that suggests an association with our products, services or brands;
- iv. use the Services for any commercial or business related use or in any commercial establishment or area open to the public (e.g., lobby, bar, restaurant, diner, stadium, casino, club, cafe, theater, etc.) or build a business utilizing the Content or Services, or engage in any activity to enable third parties to engage in any of the foregoing activities, in each case whether or not for profit;
- v. create derivative works of any components of the Services owned by The Walt Disney Company, any updates, or any part thereof, except as and only to the extent that any foregoing restriction is prohibited by applicable law;
- vi. bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the Services, including using any technology or technique to obscure or disguise your location when you are accessing the Services;
- vii. index, frame, embed or link to the Services in a manner not authorized by us, or to collect information about users for the purpose of sending, facilitating, or encouraging unsolicited bulk or other communications;
- viii. access, monitor, copy, or extract the Services using a robot, spider, script or other automated means, including, for the avoidance of doubt, for the purposes of creating or developing any AI Tool, data mining or web scraping or otherwise compiling, building, creating or contributing to any collection of data, data set or database (other than for a public search engine's use of spiders for creating search indices to the extent not disallowed by us, including through the applicable robots.txt files or NOINDEX or NOFOLLOW meta-tags);
- ix. remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Services;

x. damage, disable, overburden or impair the Services, including by introducing viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

xi. use the Services in any unlawful manner (whether criminal or civil), for any unlawful purpose, or in any manner inconsistent with this Agreement, including in a manner that would violate our Privacy Policy or the rights of any third parties or otherwise interfere with any other person's use and enjoyment of the Services; or

xii. share your login credentials or account with third parties other than as expressly permitted by Section 2(m) of this Agreement.

**d. Violations.** Any attempt to perform any of the restrictions listed in Sections 3(b) and 3(c) above is a violation of the rights of Disney+, ESPN+, Hulu, and the copyright holder.

## 4. USAGE TERMS

**a. Compatible Devices and Software.** Use of the Services requires compatible devices, and certain software may require periodic updates, and your use of the Services may be affected by the performance of these elements. You can access the Content with almost any Internet-connected computer or through the Service applications available for certain mobile or other devices (Internet connection required) (each, a "Compatible Device"). You are responsible for understanding and complying with any limitations on the use of Compatible Devices. Additionally, certain components of the Services or Service Tiers may only be compatible with a subset of Compatible Devices or require download of certain software, even if other aspects of the Services can be accessed on any Compatible Device. For specifics concerning supported devices, operating systems, web browsers and optimal streaming support please visit your applicable Service's Help Center.

**b. Internet Connection.** You must have a high speed Internet connection in order to access and use certain aspects of the Services.

**c. Streaming Content.** The Content can be streamed through the Services over an active Internet connection. The number of concurrent streams available for use may be subject to limitations by Service Tier or type of Content, and such limitations may change from time to time at our discretion and may require device and account verification. Please visit your applicable Service's Help Center for more information on the number of concurrent streams permitted based on your Service Tier.

Additionally, we may offer the opportunity to stream Content outside of the Service application, subject to different features and functionality, usage rules, and device compatibility.

**d. Downloading Content.** The Content may be available for temporary download for offline viewing on certain Compatible Devices based on your Service Tier or type of Content. The number of temporary downloads available for Compatible Devices, and the length of time that certain temporary downloads remain available to you for offline viewing, may be subject to limitations by Service Tier, and such limitations may change from time to time at our discretion. Please visit your applicable Service's Help Center for more information on the limitations on temporary downloads that apply based on your Service Tier or type of Content.

**e. Content Availability.** The Content that we make available via any Service Tier is not guaranteed and may be limited and vary over time, including (i) based on rights availability, (ii) based on the terms of your subscription or Service Tier, (iii) based on your location, or (iv) by law. Certain live Content, including sporting events, may be unavailable due to regional blackouts, device-specific, or similar restrictions, and certain networks may be unavailable in certain local markets. Generally, your access to individual events or local network affiliates will be determined by the location of your device at the time you access the Services or, for certain networks (e.g. regional sports networks offered via the Hulu Live Service Tier) by the location of your Home (as defined below). Blackout and local market restrictions are determined solely by sports leagues and other parties that control Content rights. We may use different technologies and methods to verify your location, and you may be required to enable location sharing on certain devices in order to access this Content. Please visit each Service's applicable help center for more information.

**f. "Home" Setting.** If you subscribe to the Hulu Live TV Service Tier, make sure to designate a residential, non-mobile internet network ("Home") when you set your home location as part of the registration and access process. Your Home will be used to determine which streams are considered "in-home" or "out-of-home", where relevant to the requirements of your subscription. In addition, for uninterrupted enjoyment of the Hulu Live TV Service Tier, you should access the Services on your mobile device from your Home location every 30 days, or such other period described in the Hulu Help Center.

**g. Cloud DVR.** The Hulu Live TV Service Tier may provide the ability to record live TV Content to your cloud DVR. Hulu may limit storage capacity and the amount of time such recordings can be stored on your cloud DVR and available to you. If your subscription – or your access to any of the Content or networks/channels included in your subscription – is cancelled, suspended, interrupted, or otherwise

discontinued, you may lose access to previously-made recordings, even if your subscription or that access resumes or is reinstated. Unfortunately, Hulu is unable to guarantee error-free recording, storage, or playback. Other than your usage of the cloud DVR made available to you by Hulu, you may not record, copy, store, or redistribute any Content. You may only use your cloud DVR to the extent permissible under copyright and other applicable laws. Please visit the Hulu Help Center to learn more about recording live TV Content.

**h. Future Unavailability.** It is possible that the Services, and/or some or all Content may not be available for streaming or downloading at any given time including (i) during any maintenance or update periods; (ii) any power or server outages; (iii) as a result of war, riots, strikes, social unrest; (iv) technical issues with Content delivery or playback; or (v) as a result of other matters beyond the control of us or third parties. We will take reasonable efforts to provide you with as much prior notice as possible; however, we shall have no liability to you in such event. There may be times when we have to remove certain features or functionality and/or devices or platforms from being able to access the Services. We will do our best to let you know of any of these changes, usage rules and restrictions, but you acknowledge that we may do so in our sole discretion at any time without notice. You also agree that we will not be liable to you for any modification, suspension or discontinuance of the Services, although if you are a subscriber and we suspend or discontinue your subscription to the Services, we may, in our sole discretion, provide you with a credit, refund, discount or other form of consideration. However, if we terminate your account or suspend or discontinue your access to the Services due to your violation of this Agreement, then you will not be eligible for any such credit, refund, discount or other consideration.

**i. Promotional and Experimental Features.** In our continued assessment of the Services, we may from time to time, with respect to any or all of our users, experiment or otherwise offer certain features or other elements of the Services, including promotions, features, advertisements, user interfaces, plans and pricing. You acknowledge that these are implemented in our sole discretion, may be subject to additional terms, and may not apply to every subscriber.

## 5. USE AND SHARING OF CERTAIN INFORMATION

For more information about our collection, use, and sharing of your information, please refer to our Privacy Policy, which can be found at [www.disneyplus.com/legal/privacy-policy](http://www.disneyplus.com/legal/privacy-policy) and is incorporated herein by reference.

We reserve the right to, and you agree that we may, release your details to system administrators at other sites and to law enforcement agencies in order to assist them in resolving security incidents and violations of law.

## 6. SUSPENSION AND TERMINATION

You agree that we may, in our sole discretion and without notice or liability to you, restrict, suspend, or terminate your access to part or all of the Services, and to any Content if we believe you are using or have used the Services in violation of this Agreement or applicable law or regulations or in any manner other than for their intended purpose and in accordance with all other guidelines and requirements applicable thereto. Without limiting the foregoing, we may restrict or suspend your access to the Service(s), which cause includes but is not limited to (a) requests from law enforcement or other government authorities, (b) unexpected technical issues or problems, or (c) if we reasonably believe that your MyDisney account has been created fraudulently, your MyDisney account or subscription to the Services has been accessed fraudulently, or anyone uses your MyDisney account or subscription to the Services to commit fraud or for any purpose other than its intended purpose and in accordance with all of the requirements applicable thereto. We also reserve the right, but are not required, to terminate any subscription to the Services that remains inactive for an extended period of time, e.g., more than one year (failure to log in to your subscription to the Services will constitute inactivity for purposes of this Agreement).

You agree that we will not be liable to you or to any third party for any such restriction, suspension, or termination of your access to the Services or the Content.

We also reserve the right to take appropriate legal action against you for violating intellectual property rights, fraud, or similar grounds for termination.

Our decision to delay exercising or enforcing any right or remedy under this Agreement will not constitute a waiver of such right or remedy with respect to any party.

UPON TERMINATION OF YOUR SUBSCRIPTION(S) TO ANY SERVICES, WHETHER TERMINATED BASED ON OUR DETERMINATION OR AT YOUR REQUEST (OTHER THAN A CANCELLATION OF YOUR SUBSCRIPTION, IN WHICH CASE YOUR SUBSCRIPTION WILL CONTINUE TO THE END OF THE BILLING PERIOD), YOU WILL LOSE THE RIGHT TO ACCESS STREAMED OR DOWNLOADED CONTENT THROUGH SUCH SERVICE(S).



## 7. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS PROVISION CAREFULLY—YOU ARE AGREEING TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND INCLUDE A CLASS ACTION WAIVER AND JURY TRIAL WAIVER.

There may be instances in which disputes arise between us. You, on the one hand, and Disney+, ESPN+, and/or Hulu, on the other hand, agree to resolve, by binding individual arbitration, all Disputes (including any related disputes involving The Walt Disney Company or its affiliates) except for: (i) any claim within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is an individual dispute and not a class action; and (ii) any dispute relating to the ownership or enforcement of intellectual property rights.

“Dispute” includes any claim, dispute, action, or other controversy, whether based on past, present, or future events, whether based in contract, tort, statute, or common law, between you and us concerning the Services, or this exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or the formation of this contract, including, without limitation, the arbitrability of any dispute, and any claim that all or any part of this Agreement is void or voidable.

YOU, DISNEY+, ESPN+, AND HULU AGREE TO WAIVE CLASS ACTION PROCEDURES.

No party will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which any party acts or proposes to act in a representative capacity. You and we agree not to, and expressly waive any right to, file a class action or seek relief on a class basis. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the applicable arbitrations or proceedings. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead, all Disputes will be resolved in a court.

**a. Small Claims Court.** Subject to applicable jurisdictional requirements, you or we may elect to pursue a Dispute in a local small claims court rather than through the informal dispute resolution process described below or arbitration, so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand, the other party may, in its sole discretion, inform the arbitral forum that it chooses to have the Dispute heard in small claims court. At that time, the arbitral forum will close the arbitration and the

Dispute will be heard in the appropriate small claims court, with no fees due from the arbitration respondent.

**b. Informal Dispute Resolution.** In the event of a Dispute, you and we agree to attempt to avoid the costs of formal dispute resolution by giving each party a full and fair opportunity to address and resolve the Dispute informally. Except for those Disputes eligible to be resolved in small claims court, the claiming party must send to the other party a notice of a Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving the notice, detailed factual information sufficient to evaluate the merits of the claiming party's individualized claim, and the specific relief sought, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages. You must send any notice of a Dispute to Disney+, ESPN+ or Hulu, 500 South Buena Vista Street, Burbank, California 91521-7620, USA, Attention: Legal. We will send any notice of a Dispute to you at the contact information we have available for you in connection with your account. You and we will attempt to resolve a Dispute through informal negotiation within sixty (60) days beginning from the date the notice of a Dispute is sent. This informal negotiation requires an individual meet-and-confer in person, or via teleconference or videoconference, that addresses only the Dispute between you and us (the "Conference"). If you are represented by counsel, your counsel may participate in the Conference, but you will also need to individually participate. Disney+ and/or ESPN+ and/or Hulu will participate in the Conference through one or more representatives, which may include our counsel. After the end of the sixty (60) day informal negotiation period and not before, and only after the completion of the Conference with respect to a claim, you or we may commence an arbitration proceeding regarding that claim. Nothing in this paragraph is intended to prohibit the parties from engaging in informal communications to resolve the initiating party's claims before, during, or after any Conference or filing in small claims court. Each party agrees that a court may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph.

**c. Arbitration Process and Rules.** If you and we do not resolve a Dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, and not state law, governs the interpretation and enforcement of this arbitration agreement. Any demand for arbitration must be filed with ADR Services, Inc. ("ADR Services") (<https://www.adrservices.com/>). If ADR Services is not available to arbitrate, the arbitration will be conducted by National Arbitration and Mediation ("NAM") (<https://www.namadr.com/>). The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict

with this Agreement. The arbitration will be conducted by a single, neutral arbitrator.

Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in either Los Angeles, California or the borough of Manhattan, New York, New York, whichever is more convenient for you; provided, however, that if you can demonstrate that arbitration in Los Angeles or the borough of Manhattan would create an undue burden to you, the arbitrator may hold an in-person hearing in your hometown area. You, Disney+, ESPN+, and Hulu agree to submit to the exclusive jurisdiction of the federal or state courts located in either Los Angeles, California or the borough of Manhattan, New York, New York, whichever is more convenient for you, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to either party individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy such party's individual claim.

**d. Fees.** If we initiate an arbitration against you, we will pay all costs associated with the arbitration, including the entire filing fee. If you are the party initiating an arbitration, you will be responsible for the nonrefundable initial filing fee and other applicable fees, as required by ADR Services or NAM. ADR Services sets forth fees for its services, which are available at <https://www.adrservices.com/rate-fee-schedule/>. NAM permits any person to request information as to fees for its services at [https://www.namadr.com/info-request-form/?request\\_type=Standard\\_Fees\\_and\\_Costs](https://www.namadr.com/info-request-form/?request_type=Standard_Fees_and_Costs). If the arbitrator finds that either the substance of a claim or the relief sought violate the representation requirements of Federal Rule of Civil Procedure 11, to the extent permitted by law, the arbitrator shall have the same power to award sanctions consistent with that rule.

**e. Settlement Offers and Offers of Judgment.** At least ten (10) calendar days before the date set for an arbitration hearing with respect to a Dispute, you or we may serve a written offer of judgment on the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitrator, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within thirty (30) calendar days after it is made, whichever is first, it shall be deemed withdrawn and cannot be given as evidence in the arbitration. If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs (including all fees paid to the arbitral forum) from the time of the offer.

**f. Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with Disney+ and/or ESPN+ and/or Hulu, including any revocation of consent or other action by you to end your participation in the Services or any communication with us.

**g. Opt-out.** You may opt out of this arbitration agreement via mail. If you do so, neither party can force the other party to arbitrate. To opt out, you must notify us in writing no later than thirty (30) calendar days after first becoming subject to this arbitration agreement; otherwise you shall be bound to arbitrate Disputes on a non-class basis in accordance with this Agreement. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. Your opt-out notice must include your name and address, the email address you used to set up your account, and an unequivocal statement that you want to opt out of this arbitration agreement (and, if applicable, that you want to opt out of the class action waiver). You must mail your opt-out notice to Disney Opt-Out, P.O. Box 11565, Burbank, California, 91510. For clarity, opt-out notices submitted via email will not be effective.

If you have questions or concerns about the meaning of any provision of this arbitration agreement, please feel free to seek the counsel of an attorney. We thank you for understanding why it is important that we agree on the process for addressing disputes.

## 8. ADDITIONAL PROVISIONS

**a.** We aspire for the Services to provide exceptional sources of entertainment for you and your family. You understand and agree that the Content you receive through the Services is intended for informational and entertainment purposes only; it does not constitute legal, financial, professional, medical or healthcare advice or diagnosis and cannot be used for such purposes.

**b. Content Subjectivity.** We strive to provide a variety of Content for our diverse group of users to enjoy. The Content tends to elicit varying reactions among different people. You may come across Content that you find offensive, indecent, explicit or objectionable. Also, content ratings, types, genres, categories, and/or descriptions are provided as suggestions to help with navigation and for informational purposes. We do not guarantee that you will agree with them. You acknowledge these risks and your responsibility for making your own choices regarding what Content is appropriate for your family.

**c. Photosensitivities.** The Content may contain some flashing lights sequences or patterns which may affect users who are susceptible to photosensitive epilepsy or other photosensitivities. Additionally, 4K UHD HDR content versions enable greater brightness and color saturation, which may also affect users.

**d. Content Quality.** We use various technologies to provide you with an optimal viewing experience. For example, HD quality is available for certain Disney+, ESPN+, and Hulu Content and 4K Ultra HD quality is available for certain Disney+ and Hulu Content. That said, the playback quality of Content, including resolution, may be affected by the format of the Content, your location, the speed, bandwidth and specific terms of your Internet service, and the devices and/or equipment used, among other factors. The time it takes you to begin viewing Content will vary based on a number of factors, including your location, Internet bandwidth, the number of devices simultaneously connecting to the same network, the Content you have selected, and the configuration of the device you are using. As a result, we are unable to make any warranties about the Content in these respects.

**e. Third-Party Services, Content, and Devices.** The Services may integrate, be integrated into, or be provided in connection with third-party services, content, and devices. We do not control those third-party services, content, and devices. You should read the terms of use, agreements, privacy policies, and safety information that apply to such third-party services, content, and devices. If you access the Services using a third-party service or device (for example, an Apple iOS, Android or Microsoft Windows-powered device) then Apple Inc., Google, Inc. or Microsoft Corporation, respectively, or another such company that offers a third-party service or device, shall be a third-party beneficiary to this contract. However, these third-party beneficiaries are not parties to this contract. You agree that your access to the Services using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

**f. Mobile Networks.** When you access the Services through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using the Services may be prohibited or restricted by your network provider and the Services may not work with your network provider or device.

**g. Export Controls.** Software and the transmission of applicable technical data, if any, in connection with the Services, are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

**h. Submissions and Unsolicited Ideas Policies.** Our policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials. In connection with anything you submit to us, whether or not solicited by us, you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type. We do not claim ownership over any ideas, suggestions, or other materials submitted; however, as to such materials, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, display, create derivative works, or otherwise exploit them for any purpose without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

**i. General Contact Information.**

For any matters where specific contact procedures are not provided for elsewhere in this Agreement, you may contact us by visiting your applicable Service's Help Center.

**j. DISCLAIMERS OF WARRANTY; LIABILITY LIMITATION.** YOU ACKNOWLEDGE AND AGREE TO THE ESSENTIAL CONDITION THAT THE CONTENT AS WELL AS THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, DISNEY+, ESPN+, HULU, AND THEIR AFFILIATES, LICENSORS, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY, THE "DISNEY+, ESPN+, AND HULU PARTIES") EACH EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY, SATISFACTORY QUALITY AND NONINFRINGEMENT, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. YOU ALSO ACKNOWLEDGE AND AGREE THAT THE DISNEY+, ESPN+, AND HULU PARTIES DO NOT WARRANT THAT THE CONTENT OR THE SERVICES WILL BE WITHOUT ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS. THE DISNEY+, ESPN+, AND HULU PARTIES DO NOT WARRANT OR OTHERWISE STATE THAT THE CONTENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS. YOU AND NOT THE DISNEY+, ESPN+, AND HULU PARTIES ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OCCASIONED BY USE OF THE CONTENT AND THE SERVICES.



SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL THE DISNEY+, ESPN+, AND HULU PARTIES BE LIABLE FOR ANY PERSONAL INJURY, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OF OR INABILITY TO USE THE CONTENT OR THE SERVICES, HOWEVER CAUSED, NOR SHALL THE DISNEY+, ESPN+, AND HULU PARTIES BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THEIR REASONABLE CONTROL. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND U.S. DOLLARS (US \$1,000). THE LIABILITY LIMITATIONS IN THIS SECTION APPLY UNDER ANY LEGAL THEORY (TORT, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE) EVEN IF THE DISNEY+, ESPN+, AND HULU PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**k. Choice of Forum.** You agree that any action at law or in equity arising out of or relating to this Agreement that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in the borough of Manhattan, New York, New York, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

**l. Choice of Law.** This Agreement is governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any conflict of law principles.

**m. Severability.** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**n. Survival.** The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.

**o. Entire Agreement.** This Agreement and the provisions referenced herein, along with any agreements or policies that are incorporated herein by reference,

constitute the entire agreement between you and us pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

# Hulu Subscriber Agreement

Updated: October 21, 2024

We welcome you! It is our pleasure to provide the Hulu services described below for your personal enjoyment and entertainment in accordance with this Subscriber Agreement (herein, the “Agreement”). PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT GOVERNS ELIGIBILITY FOR AND USE OF THE SERVICES.

For detailed information on how to cancel your subscription, see Section 2(e) below.

Hulu, LLC, located at 2500 Broadway, 2nd Floor, Santa Monica, CA 90404 (“Hulu”) is referred to in this Agreement as “we”, “us” and “our”. The “Services” include the Hulu website, application, video player and related software, associated content and other services, in any media format or channel, now known or hereafter devised. References to the Services also include any elements of the Services.

Use of the Services is subject to compliance with this Agreement. By accessing or using the Services (including by visiting the Hulu site or by downloading or launching the Hulu application), you accept and agree to this Agreement. For clarity, it may be necessary to agree to additional terms and conditions to continue use of the Services. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into this Agreement. If you do not agree to this Agreement, you may not use the Services.

We may amend this Agreement. Any such amendment will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amendment on the Services. If you do not agree to any change to this Agreement, you must discontinue using the

Services. Our customer service representatives are not authorized to modify any provision of this Agreement, either verbally or in writing.

ANY DISPUTE BETWEEN YOU AND US, EXCEPT FOR SMALL CLAIMS, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION IN THIS AGREEMENT AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

## List of Sections

1. User Eligibility and Registration
2. Subscription Terms
3. Copyright License Grant and Restrictions
4. Usage Terms
5. Use and Sharing of Certain Information
6. Suspension and Termination
7. Binding Arbitration and Class Action Waiver
8. Additional Provision

## 1. USER ELIGIBILITY AND REGISTRATION

**a. Eligibility and Age Limitations.** You must be 18 years of age, or the age of majority in your state or territory of residence, to purchase or use the Hulu Service. The Services are provided to individuals for their personal, noncommercial use only. Companies, commercial establishments, associations and other groups may not purchase or use the Services.

**b. Registration and Access.** Only individuals that have registered for a Hulu account and/or MyDisney account (if available), provide certain information (e.g., a valid email address), and agree to this Agreement are eligible to use the relevant Services. You are solely responsible for maintaining the confidentiality and security of your email address and password and for all activities that occur on or through your account. However, if you allow others to access your account, this Agreement, as well any specific consents you may have provided to us, also applies to their access, use, and disclosure of information. You agree to immediately notify us of any unauthorized access to your account. We will not be responsible for any losses arising from the unauthorized use of your account. Once available, by registering for the Services without a pre-existing MyDisney account, you are creating a MyDisney account. Your email address and password for the Services will be managed by MyDisney. Your MyDisney account is governed by the Disney Terms of Use which can be found at [disneytermsofuse.com](https://disneytermsofuse.com).

**c. Notices.** Any notices we deliver to you may be made as follows: (i) by email to the last email address provided by you or (ii) by posting a notice on the Services. For clarity, you

consent to receive electronic communications from the Services you subscribe to and further agree that any notices, agreements, disclosures, and other communications that we send to you electronically will satisfy any applicable legal notification requirements. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide.

## 2. SUBSCRIPTION TERMS

**a. Service Tier and Other Offerings.** When purchasing your subscription to the Services, you may be presented with different plans or options (each a "Service Tier"). Different Service Tiers or other offerings, such as Add-ons, Live TV, or the Disney Bundle (as defined below), may be subject to differences in pricing, usage rules, eligibility, restrictions, features, and device availability.

**b. Subscription Billing and Auto-Renewal.** Your subscription to the Services includes enrollment into an ongoing/recurring payment plan. Your subscription will automatically renew at the end of the disclosed billing period, unless cancelled in accordance with the instructions for cancellation below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. When you provide a payment method, we will attempt to verify the information you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced. Your "billing period" is the interval of time between each recurring billing date and corresponds to the term of your subscription. For purposes of this Agreement, a "day" or "date" begins at 12:00 a.m. Eastern time and ends at 11:59 p.m. Eastern time of that same calendar day. Where applicable, charges for one or more Services may be prorated for any partial month of service. To see your next recurring billing date, log in to your account and view your account details. You acknowledge that the timing of when you are billed may vary, including (i) if your subscription began on a day not contained in a given month (e.g. if you have a monthly subscription and became a paying subscriber on January 31, your payment method would be billed next on February 28), or (ii) due to free trials and other promotional offers, gift card redemptions, credits applied, or changes in your subscription or payment method. We may also offer you the ability to pause your subscription for a specified period of time. If you do not cancel before the end of the pause period, billing will resume automatically. We reserve the right to change our pricing. In the event of a price change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your subscription in accordance with the instructions

included in that email and below. If you do not timely cancel your subscription, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party Internet access charges and taxes in connection with your use of the Services. Please check with your Internet provider for information on possible Internet data usage charges.

**c. Free Trials and Promotions.** Your subscription to the Services may begin with a free trial. Availability of a free trial is not guaranteed and, if one is available, is only available on the specified terms of the free trial. Eligibility for free trials may vary based on factors including the Service Tier selected, how recently you redeemed a free trial, and whether the Service Tier is part of a combined offering. Certain limitations may also exist with respect to combining free trials with any other offers. Your first payment will be charged to your chosen payment method immediately following the free trial, unless cancelled in accordance with the instructions for cancellation below. You can cancel your subscription at any time before the end of your free trial. We provide notice of the terms of the free trial at the time you register and you will not receive a separate notice that your free trial is about to end or has ended, or that your paid subscription has begun, unless required by law in particular jurisdictions or instances. We may also offer, in our sole discretion, promotions (e.g., a promotional price, bundled subscription, device-specific offer or gift card) subject to promotional terms disclosed during your sign-up or in other materials provided to you. We will begin billing the same payment method we otherwise have on-file for your subscription at the then-current, non-promotional price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed.

**d. Hulu Gift Cards.** We may make available gift cards redeemable for an eligible Service. Gift cards may not be used in conjunction with, or in addition to, any special offer unless the terms of the special offer expressly indicate otherwise. The purchase and redemption of Hulu gift cards are subject to the Hulu Gift Card Terms and Conditions, which you can review at [http://hulu.com/start/gifting\\_terms](http://hulu.com/start/gifting_terms)

**e. Cancellation and Refund Policy.** YOU CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME BEFORE THE END OF THE CURRENT BILLING PERIOD, FREE TRIAL OR PROMOTION. CANCELLATION WILL TAKE EFFECT AT THE END OF THE CURRENT BILLING PERIOD UNLESS OTHERWISE DISCLOSED. IF YOU CANCEL, YOU WILL CONTINUE TO HAVE ACCESS TO THE SERVICE THROUGH THE END OF YOUR CURRENT BILLING PERIOD, UNLESS YOU ARE SUBSCRIBED THROUGH A FREE TRIAL, PROMOTIONAL CODE OR OTHER CREDIT, IN WHICH CASE CANCELLATION MAY BE EFFECTIVE IMMEDIATELY. IF YOU MODIFY YOUR SUBSCRIPTION TO SWITCH FROM ONE SERVICE TO ANOTHER SERVICE DURING YOUR BILLING PERIOD, YOU MAY NOT HAVE CONTINUED ACCESS TO

YOUR ORIGINAL SERVICE. YOU MUST CANCEL YOUR SUBSCRIPTION PRIOR TO 11:59 P.M. EASTERN TIME ON THE DAY BEFORE YOUR NEXT RECURRING BILLING DATE IN ORDER TO AVOID BEING CHARGED FOR THE NEXT BILLING PERIOD. WE DO NOT REFUND OR CREDIT FOR PARTIALLY USED BILLING PERIODS, ALTHOUGH WE MAY PROVIDE SUCH REFUNDS OR CREDITS ON A CASE-BY-CASE BASIS IN OUR SOLE AND ABSOLUTE DISCRETION. IF YOU CANCEL, IF YOUR SUBSCRIPTION IS CANCELLED DUE TO FAILED ATTEMPTS TO CHARGE YOUR PAYMENT METHOD, OR IF YOU SWITCH YOUR BILLING TO A THIRD-PARTY, YOU WILL FORFEIT ANY SERVICE, REFERRAL, OR REDEEMED GIFT CARD CREDITS. TO CANCEL YOUR SUBSCRIPTION TO THE SERVICES, LOG INTO YOUR HULU ACCOUNT AND FOLLOW THE INSTRUCTIONS ON YOUR ACCOUNT PAGE. IF YOU SUBSCRIBED VIA A THIRD PARTY (E.G. ITUNES, GOOGLE PLAY, AMAZON, OR ROKU), PLEASE VISIT OUR HELP CENTER AT [HELP.HULU.COM](https://help.hulu.com) FOR INSTRUCTIONS ON HOW TO CANCEL.

**f. Payment Details.** We will keep your detailed payment information, such as credit card number and expiry date, on file. In the event your account or subscriptions are configured so that you receive separate bills relating to the Disney Bundle, we may consolidate such bills to reduce the number of separate charges you receive. We may share your payment information within The Walt Disney Company (e.g., Disney+, ESPN+, Marvel, Pixar, etc.), if you have consented to such sharing. You are responsible for keeping your payment details up-to-date by changing the details in your account settings. Where your details change or are due to expire, we may obtain or receive from your payment provider updated payment details including your card number, expiry date and CVV (or equivalent). This enables us to continue to provide you access to the Services. You authorize us to continue to charge your card using the updated information. In the event of a failed attempt to charge to your payment method (e.g. if your payment method has expired), we reserve the right to retry billing your payment method. If a payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your subscription. You will remain responsible for any amounts you fail to pay in connection with your subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. You also agree that we may charge your payment method on file if you decide to restart your Hulu subscription.

**g. Subscriptions Obtained Through Third Parties.** If you obtain a Hulu subscription via a third party (e.g., an app store), that subscription is also subject to the third party's terms, and the provisions in this Agreement concerning subscription purchase, billing, cancellation/refunds, and payment do not apply to that subscription to the extent this Agreement conflicts with the applicable third party's terms regarding subscription purchase, billing, cancellation/refunds and payments. For subscriptions obtained via a third party, your billing relationship will be directly with the applicable third party. Any fees charged for your subscription to the Services will be billed by the applicable third party using the payment



information you have provided to such third party. To cancel a subscription to the Services obtained via a third party, please follow the cancellation instructions set out by the applicable third party. You can visit our Help Center for instructions on how to cancel a subscription to the Services obtained via a third party.

**h. Bundled Subscription Options.** We may offer a Hulu subscription bundled with other subscription services, including subscriptions to third-party products and services, e.g., a wireless plan. Notice of the terms of the bundled subscription options will be provided to you at the time you register. Third-party subscriptions, products, and services are governed by terms of use issued by those third parties.

**i. The Disney Bundle.** We are pleased to offer eligible subscribers, who are over 18, access to certain combinations of two or more of the Hulu Service Tier(s) and the Disney+ and ESPN+ service(s) you select (each, when subscribed to in this manner, a “Bundled Service”), for a discounted price as compared to the retail price of each plan when purchased separately (the “Disney Bundle”). This promotional offer may be modified or terminated at any time. Your subscription to the Disney Bundle may be subject to certain terms and conditions disclosed to you at the time of purchase. The Disney Bundle is only available in the United States.

By purchasing the Disney Bundle and agreeing to this Agreement, you also agree to the Disney+ Subscriber Agreement, which is incorporated by reference and governs your use of the Disney+ and/or ESPN+ service(s) you select and can be found at [www.disneyplus.com/legal/subscriber-agreement](http://www.disneyplus.com/legal/subscriber-agreement).

**j. Pay Per View Events.** We may also offer one-time pay per view events not otherwise included within your subscription. You will be charged for pay per view events at the time of purchase to your chosen payment method.

**k. Service Tiers With or Without Ads.** We offer different Hulu Service Tiers, some with advertisements and some without. Service Tiers that are “without ads” are free of commercial interruptions. However, such Service Tiers may still contain limited promotional content, such as brief clips about the Disney Bundle (including messages promoting an upgrade thereto) and other content available on any services associated with the Disney Bundle, and branded content or sponsorship messaging. In addition, Service Tiers without ads may offer live Content (as defined below) or special events (and replays and additional viewings thereof) that contain traditional commercial breaks. If you subscribe to multiple Service Tiers, the terms of one Service Tier may not impact those of another Service Tier. For example, if you subscribe to both the Live TV Service Tier and another Service Tier featuring Content on-demand without advertisements, you will still see advertisements while streaming Content from the Live TV Service Tier. For clarity, due to streaming rights, select content within Service Tiers that are “without ads” may play interruption-free with a short ad break before and after each episode. Please visit our Help Center for more information.

**l. Additional Content.** From time to time, we may offer the opportunity to watch Content that is not included in your Service Tier. For example, subscribers to a Service Tier that is otherwise limited to on-demand streaming may be able to watch certain live Content. We offer this additional Content on a promotional basis and retain sole discretion regarding the availability of the Content, eligibility to watch the Content, and requirements to access the Content.

**m. Account Sharing.** Unless otherwise permitted by your Service Tier, you may not share your subscription outside of your household. “Household” means the collection of devices associated with your primary personal residence that are used by the individuals who reside therein. Additional usage rules may apply for certain Service Tiers. For more details on our account sharing policy, please visit our Help Center.

We may, in our sole discretion, analyze the use of your account to determine compliance with this Agreement. If we determine, in our sole discretion, that you have violated this Agreement, we may limit or terminate access to the Service and/or take any other steps as permitted by this Agreement (including those set forth in Section 6 of this Agreement).

You will be responsible for any use of your account by your household, including compliance with this section.

**n. Linked Destinations and Advertising.** If we provide links or pointers to other websites or destinations, you should not infer or assume that we operate, control, or are otherwise connected with these other websites or destinations. When you click on a link within the Services, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. This Agreement does not govern your use of another website or destination.

We are not responsible for the content or practices of any website or destination other than the Hulu site, even if it links to the Hulu site and even if the website or destination is operated by a company affiliated or otherwise connected with Hulu. By using the Services, you acknowledge and agree that we are not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Hulu site.

**o. Third Party Ads and Services.** We take no responsibility for and do not endorse any third-party advertisements or any third-party material posted where the Services are available, nor do we take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers while using the Services, including through engaging with interactive advertisements, are between you and the advertiser, and you agree that we are not liable for any loss or claim that you may have against an advertiser. If you provide any confidential or personal information or engage in any transaction through an advertisement, we are not responsible for such information or transaction and we encourage you to read the terms of use

and privacy policy of the advertiser or other party collecting such information or engaging in such transaction.

### 3. COPYRIGHT LICENSE GRANT AND RESTRICTIONS

**a. License.** Within the United States and subject to the terms and conditions in this Agreement, we grant you a limited, personal use, non-transferable, non-assignable, revocable, non-exclusive and non-sublicensable right to do the following:

- i. Install and make non-commercial, personal use of the Services; and
- ii. stream or temporarily download copyrighted materials, including but not limited to movies, television shows, other entertainment or informational programming, trailers, bonus materials, images, and artwork (collectively, the “Content”) that are available to you from the Services. References to the Content also include any elements of the Content.

This is a license agreement and not an agreement for sale or assignment of any rights in the Content or the Services. The purchase of a license to stream or temporarily download any Content does not create an ownership interest in such Content. Such Content, including the copyrights, trademarks, service marks, trade names, trade dress and other intellectual property rights in the Content, are owned by The Walt Disney Company, its affiliates and/or other licensors, and is protected by the copyright laws of the United States, as well as other intellectual property laws and treaties.

**b. Restrictions on Your Use of the Content.** You agree that you will not nor permit another person to do any of the following without our express written permission, and that these restrictions are a condition to your license:

- i. circumvent or disable any content protection system or digital rights management technology used in connection with the Services to control access to the Content;
- ii. copy the Content (except as expressly permitted by this Agreement);
- iii. rebroadcast, transmit or perform the Content available via the Services;
- iv. create derivative works of the Content; or
- v. engage in any of the foregoing in connection with any use, creation, development, modification, prompting, fine-tuning, training, testing, benchmarking or validation of any artificial intelligence or machine learning tool, model, system, algorithm, product or other technology (“AI Tool”).

**c. Restrictions on Your Use of the Services.** You agree that you will not nor permit another person to do any of the following without our express written permission, and that these restrictions are a condition to your license:

- i. move, decompile, reverse-engineer, disassemble, or otherwise reduce to human-readable form the Services and/or the video player(s), underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the video player(s);
- ii. modify the Services, including, but not limited to, by removing identification, copyright or other proprietary notices from the Content or the Services;
- iii. access or use the Services in a manner that suggests an association with our products, services or brands;
- iv. use the Services for any commercial or business related use or in any commercial establishment or area open to the public (e.g., lobby, bar, restaurant, diner, stadium, casino, club, cafe, theater, etc.) or build a business utilizing the Content or Services, or engage in any activity to enable third parties to engage in any of the foregoing activities, in each case whether or not for profit;
- v. create derivative works of any components of the Services owned by The Walt Disney Company, any updates, or any part thereof, except as and only to the extent that any foregoing restriction is prohibited by applicable law;
- vi. bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the Services, including using any technology or technique to obscure or disguise your location when you are accessing the Services;
- vii. index, frame, embed or link to the Services in a manner not authorized by us, or to collect information about users for the purpose of sending, facilitating, or encouraging unsolicited bulk or other communications;
- viii. access, monitor, copy, or extract the Services using a robot, spider, script or other automated means, including, for the avoidance of doubt, for the purposes of creating or developing any AI Tool, data mining or web scraping or otherwise compiling, building, creating or contributing to any collection of data, data set or database (other than for a public search engine's use of spiders for creating search indices to the extent not disallowed by us, including through the applicable robots.txt files or NOINDEX or NOFOLLOW meta-tags);
- ix. remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Services;
- x. damage, disable, overburden or impair the Services, including by introducing viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- xi. use the Services in any unlawful manner (whether criminal or civil), for any unlawful purpose, or in any manner inconsistent with this Agreement, including in a manner that would violate our Privacy Policy or the rights of any third parties or otherwise interfere with any other person's use and enjoyment of the Services; or
- xii. share your login credentials or account with third parties other than as expressly permitted by Section 2(m) of this Agreement.

**d. Violations.** Any attempt to perform any of the restrictions listed in Sections 3(b) and 3(c) above is a violation of the rights of Hulu and the copyright holder.

## 4. USAGE TERMS

**a. Compatible Devices and Software.** Use of the Services requires compatible devices, and certain software may require periodic updates, and your use of the Services may be affected by the performance of these elements. You can access the Content with almost any Internet-connected computer or through the Hulu application available for certain mobile or other devices (Internet connection required) (each, a “Compatible Device”). You are responsible for understanding and complying with any limitations on the use of Compatible Devices.

Additionally, certain components of the Services or Service Tiers may only be compatible with a subset of Compatible Devices or require download of certain software, even if other aspects of the Services can be accessed on any Compatible Device. For specifics concerning supported devices, operating systems, web browsers and optimal streaming support please visit our Help Center. You can add a Compatible Device to your Hulu account by downloading the Hulu application to the Compatible Device and by signing into your Hulu account through the application.

**b. Internet Connection.** You must have a high speed Internet connection in order to access and use certain aspects of the Services.

**c. Streaming Content.** The Content can be streamed through the Services over an active Internet connection. The number of concurrent streams available for use may be subject to limitations by Service Tier, and such limitations may change from time to time at our discretion and may require device and account verification. Please visit our Help Center for more information on the number of concurrent streams permitted based on your Service Tier. Additionally, we may offer the opportunity to stream Content outside of the Hulu application, subject to different features and functionality, usage rules, and device compatibility.

**d. Downloading Content.** The Content may be available for temporary download for offline viewing on certain Compatible Devices based on your Service Tier or type of Content. The number of temporary downloads available for Compatible Devices, and the length of time that certain temporary downloads remain available to you for offline viewing, may be subject to limitations by Service Tier, and such limitations may change from time to time at our discretion. Please visit our Help Center for more information on the limitations on temporary downloads that apply based on your Service Tier or type of Content.

**e. Content Availability.** The Services are not available to subscribers outside of the United States, and the content that we make available may be limited by law or by the rights that certain of our third-party content providers grant to us. The periods during which you can view each piece of Content will vary based on the rights availability of such Content and the terms

of your subscription. Access to the Services from locations where we do not have rights, that are not offered on your Service Tier, or where we do not make the Services available is prohibited. Certain Content available through the Services may not be available in all territories within the United States. Certain live Content, including sporting events, may be unavailable due to your location, blackouts, or device-specific restrictions set by sports leagues and other parties that control Content rights. For example, your access to regional sports networks, if any, will be determined by your Home (as defined below), even if you access the Services from outside your Home. Similarly, if you are in a home television territory of a team participating in a game, then the game may be blacked-out for viewing or live viewing as part of your Live TV Service subscription (or other applicable third-party service). Moreover, your access to live Content from local affiliates, if any, will depend on the location of your device at the time you access the Services. The geographic restrictions and blackouts referenced in this paragraph will be enforced according to the location from which you are accessing the applicable Service Tier or third-party services, and we may use different technologies and methods to verify your location. You may be required to enable location access on your device in order to access certain Content.

**f. “Home” Setting.** If you subscribe to the Live TV Service Tier, make sure to designate a residential, non-mobile internet network (“Home”) when you set your home location as part of the registration and access process. Your Home will be used to determine which streams are considered “in-home” or “out-of-home”, where relevant to the requirements of your subscription. In addition, for uninterrupted enjoyment of the Live TV Service Tier, you should access the Services on your mobile device from your Home location every 30 days, or such other period described in our Help Center.

**g. Cloud DVR.** The Live TV Service Tier may provide the ability to record live TV Content to your cloud DVR. Hulu may limit storage capacity and the amount of time such recordings can be stored on your cloud DVR and available to you. If your subscription – or your access to any of the Content or networks/channels included in your subscription – is cancelled, suspended, interrupted, or otherwise discontinued, you may lose access to previously-made recordings, even if your subscription or that access resumes or is reinstated. Unfortunately, Hulu is unable to guarantee error-free recording, storage, or playback. Other than your usage of the cloud DVR made available to you by Hulu, you may not record, copy, store, or redistribute any Content. You may only use your cloud DVR to the extent permissible under copyright and other applicable laws. Please visit our Help Center to learn more about recording live TV Content.

**h. Future Unavailability.** It is possible that the Services and/or some or all Content may not be available for streaming or downloading at any given time including (i) during any maintenance or update periods; (ii) any power or server outages; (iii) as a result of war, riots, strikes, social unrest; or (iv) as a result of other matters beyond the control of us or third parties. We will



take reasonable efforts to provide you with as much prior notice as possible; however, we shall have no liability to you in such event. There may be times when we have to remove certain features or functionality and/or devices or platforms from being able to access the Services. We will do our best to let you know of any of these changes, usage rules and restrictions, but you acknowledge that we may do so in our sole discretion at any time without notice. You also agree that we will not be liable to you for any modification, suspension or discontinuance of the Services, although if you are a subscriber and we suspend or discontinue your subscription to the Services, we may, in our sole discretion, provide you with a credit, refund, discount or other form of consideration. However, if we terminate your account or suspend or discontinue your access to the Services due to your violation of this Agreement, then you will not be eligible for any such credit, refund, discount or other consideration.

**i. Promotional and Experimental Features.** In our continued assessment of the Services, we may from time to time, with respect to any or all of our users, experiment or otherwise offer certain features or other elements of the Services, including promotions, features, advertisements, user interfaces, plans and pricing. You acknowledge that these are implemented in our sole discretion, may be subject to additional terms, and may not apply to every subscriber.

## 5. USE AND SHARING OF CERTAIN INFORMATION

For more information about our collection, use, and sharing of your information, please refer to our Privacy Policy, which can be found at <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/> and is incorporated herein by reference.

We reserve the right to, and you agree that we may, release your details to system administrators at other sites and to law enforcement agencies in order to assist them in resolving security incidents and violations of law.

## 6. SUSPENSION AND TERMINATION

You agree that we may, in our sole discretion and without notice or liability to you, restrict, suspend, or terminate your access to part or all of the Services, and to any Content if we believe you are using or have used the Services in violation of this Agreement or applicable law or regulations or in any manner other than for their intended purpose and in accordance with all other guidelines and requirements applicable thereto. Without limiting the foregoing, we may restrict or suspend your access to your Hulu account for cause, which cause includes but is not limited to (a) requests from law enforcement or other government authorities, (b) unexpected technical issues or problems, or (c) if we reasonably believe that your Hulu account has been created fraudulently, your Hulu account has been accessed fraudulently, or

anyone uses your Hulu account to commit fraud or for any purpose other than its intended purpose and in accordance with all of the requirements applicable thereto. We also reserve the right, but are not required, to terminate any Hulu account that remains inactive for an extended period of time, e.g., more than one year (failure to log in to your Hulu account will constitute inactivity for purposes of this Agreement).

You agree that we will not be liable to you or to any third party for any such restriction, suspension, or termination of your access to your Hulu account or the Content.

We also reserve the right to take appropriate legal action against you for violating intellectual property rights, fraud, or similar grounds for termination.

Our decision to delay exercising or enforcing any right or remedy under this Agreement will not constitute a waiver of such right or remedy with respect to any party.

UPON TERMINATION OF YOUR HULU ACCOUNT, WHETHER TERMINATED BASED ON OUR DETERMINATION OR AT YOUR REQUEST (OTHER THAN A CANCELLATION OF YOUR SUBSCRIPTION, IN WHICH CASE YOUR SUBSCRIPTION WILL CONTINUE TO THE END OF THE BILLING PERIOD), YOU WILL LOSE THE RIGHT TO ACCESS STREAMED OR DOWNLOADED CONTENT THROUGH THE SERVICES.

## 7. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS PROVISION CAREFULLY—YOU ARE AGREEING TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND INCLUDE A CLASS ACTION WAIVER AND JURY TRIAL WAIVER.

There may be instances in which disputes arise between us.

You, on the one hand, and Hulu, on the other hand, agree to resolve, by binding individual arbitration, all Disputes (including any related disputes involving The Walt Disney Company or its affiliates) except for: (i) any claim within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is an individual dispute and not a class action; and (ii) any dispute relating to the ownership or enforcement of intellectual property rights.

“Dispute” includes any claim, dispute, action, or other controversy, whether based on past, present, or future events, whether based in contract, tort, statute, or common law, between you and us concerning the Services, or this exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or the formation of this

contract, including, without limitation, the arbitrability of any dispute, and any claim that all or any part of this Agreement is void or voidable.

#### YOU AND HULU AGREE TO WAIVE CLASS ACTION PROCEDURES.

No party will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which any party acts or proposes to act in a representative capacity. You and we agree not to, and expressly waive any right to, file a class action or seek relief on a class basis. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the applicable arbitrations or proceedings. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead, all Disputes will be resolved in a court.

**a. Small Claims Court.** Subject to applicable jurisdictional requirements, you or we may elect to pursue a Dispute in a local small claims court rather than through the informal dispute resolution process described below or arbitration, so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand, the other party may, in its sole discretion, inform the arbitral forum that it chooses to have the Dispute heard in small claims court. At that time, the arbitral forum will close the arbitration and the Dispute will be heard in the appropriate small claims court, with no fees due from the arbitration respondent.

**b. Informal Dispute Resolution.** In the event of a Dispute, you and we agree to attempt to avoid the costs of formal dispute resolution by giving each party a full and fair opportunity to address and resolve the Dispute informally. Except for those Disputes eligible to be resolved in small claims court, the claiming party must send to the other party a notice of a Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving the notice, detailed factual information sufficient to evaluate the merits of the claiming party's individualized claim, and the specific relief sought, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages. You must send any notice of a Dispute to Hulu, 500 South Buena Vista Street, Burbank, California 91521-7620, USA, Attention: Legal. We will send any notice of a Dispute to you at the contact information we have available for you in connection with your Hulu account.

You and we will attempt to resolve a Dispute through informal negotiation within sixty (60) days beginning from the date the notice of a Dispute is sent. This informal negotiation requires an individual meet-and-confer in person, or via teleconference or videoconference, that addresses only the Dispute between you and us (the "Conference"). If you are represented by counsel, your counsel may participate in the Conference, but you will also need to individually participate. Disney+ and/or ESPN+ will participate in the Conference through one or more representatives, which may include our counsel. After the end of the sixty (60) day informal negotiation period and not before, and only after the completion of the Conference with

respect to a claim, you or we may commence an arbitration proceeding regarding that claim. Nothing in this paragraph is intended to prohibit the parties from engaging in informal communications to resolve the initiating party's claims before, during, or after any Conference or filing in small claims court. Each party agrees that a court may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph.

**c. Arbitration Process and Rules.** If you and we do not resolve a Dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, and not state law, governs the interpretation and enforcement of this arbitration agreement. Any demand for arbitration must be filed with ADR Services, Inc. ("ADR Services") (<https://www.adrservices.com/>). If ADR Services is not available to arbitrate, the arbitration will be conducted by National Arbitration and Mediation ("NAM") (<https://www.namadr.com/>). The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with this Agreement. The arbitration will be conducted by a single, neutral arbitrator.

Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in either Los Angeles, California or the borough of Manhattan, New York, New York, whichever is more convenient for you; provided, however, that if you can demonstrate that arbitration in Los Angeles or the borough of Manhattan would create an undue burden to you, the arbitrator may hold an in-person hearing in your hometown area. You and Hulu agree to submit to the exclusive jurisdiction of the federal or state courts located in either Los Angeles, California or the borough of Manhattan, New York, New York, whichever is more convenient for you, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to either party individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy such party's individual claim.

**d. Fees.** If we initiate an arbitration against you, we will pay all costs associated with the arbitration, including the entire filing fee. If you are the party initiating an arbitration, you will be responsible for the nonrefundable initial filing fee and other applicable fees, as required by ADR Services or NAM. ADR Services sets forth fees for its services, which are available at <https://www.adrservices.com/rate-fee-schedule/>. NAM permits any person to request information as to fees for its services at [https://www.namadr.com/info-request-form/?request\\_type=Standard\\_Fees\\_and\\_Costs](https://www.namadr.com/info-request-form/?request_type=Standard_Fees_and_Costs). If the arbitrator finds that either the substance of a claim or the relief sought violate the representation requirements of Federal Rule of Civil

Procedure 11, to the extent permitted by law, the arbitrator shall have the same power to award sanctions consistent with that rule.

**e. Settlement Offers and Offers of Judgment.** At least ten (10) calendar days before the date set for an arbitration hearing with respect to a Dispute, you or we may serve a written offer of judgment on the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitrator, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within thirty (30) calendar days after it is made, whichever is first, it shall be deemed withdrawn and cannot be given as evidence in the arbitration. If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs (including all fees paid to the arbitral forum) from the time of the offer.

**f. Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with Disney+ and/or ESPN+, including any revocation of consent or other action by you to end your participation in the Services or any communication with us.

**g. Opt-out.** You may opt out of this arbitration agreement via mail. If you do so, neither party can force the other party to arbitrate. To opt out, you must notify us in writing no later than thirty (30) calendar days after first becoming subject to this arbitration agreement; otherwise you shall be bound to arbitrate Disputes on a non-class basis in accordance with this Agreement. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. Your opt-out notice must include your name and address, the email address you used to set up your Disney+ or ESPN+ account (if you have one), and an unequivocal statement that you want to opt out of this arbitration agreement (and, if applicable, that you want to opt out of the class action waiver). You must mail your opt-out notice to Disney Opt-Out, P.O. Box 11565, Burbank, California, 91510. For clarity, opt-out notices submitted via email will not be effective.

If you have questions or concerns about the meaning of any provision of this arbitration agreement, please feel free to seek the counsel of an attorney. We thank you for understanding why it is important that we agree on the process for addressing disputes.

## 8. ADDITIONAL PROVISIONS

**a.** We aspire for the Services to provide exceptional sources of entertainment for you and your family. You understand and agree that the Content you receive through the Services is intended for informational and entertainment purposes only; it does not constitute legal, financial, professional, medical or healthcare advice or diagnosis and cannot be used for such purposes.

**b. Content Subjectivity.** We strive to provide a variety of Content for our diverse group of users to enjoy. The Content tends to elicit varying reactions among different people. You may come across Content that you find offensive, indecent, explicit or objectionable. Also, content ratings, types, genres, categories, and/or descriptions are provided as suggestions to help with navigation and for informational purposes. We do not guarantee that you will agree with them. You acknowledge these risks and your responsibility for making your own choices regarding what Content is appropriate for your family.

**c. Photosensitivities.** The Content may contain some flashing lights sequences or patterns which may affect users who are susceptible to photosensitive epilepsy or other photosensitivities. Additionally, 4K UHD HDR content versions enable greater brightness and color saturation, which may also affect users.

**d. Content Quality.** We use various technologies to provide you with an optimal viewing experience. For example, HD and 4K Ultra HD quality is available for certain Content. That said, the playback quality of Content, including resolution, may be affected by the format of the Content, your location, the speed, bandwidth and specific terms of your Internet service, and the devices and/or equipment used, among other factors. The time it takes you to begin viewing Content will vary based on a number of factors, including your location, Internet bandwidth, the number of devices simultaneously connecting to the same network, the Content you have selected, and the configuration of the device you are using. As a result, we are unable to make any warranties about the Content in these respects.

**e. Third-Party Services, Content, and Devices.** The Services may integrate, be integrated into, or be provided in connection with third-party services, content, and devices. We do not control those third-party services, content, and devices. You should read the terms of use, agreements, privacy policies, and safety information that apply to such third-party services, content, and devices. If you access the Services using a third-party service or device (for example, an Apple iOS, Android or Microsoft Windows-powered device) then Apple Inc., Google, Inc. or Microsoft Corporation, respectively, or another such company that offers a third-party service or device, shall be a third-party beneficiary to this contract. However, these third-party beneficiaries are not parties to this contract. You agree that your access to the Services using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

**f. Mobile Networks.** When you access the Services through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using the Services may be prohibited or restricted by your network provider and the Services may not work with your network provider or device.

**g. Export Controls.** Software and the transmission of applicable technical data, if any, in connection with the Services, are subject to export controls. You agree to comply with all



applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

**h. Submissions and Unsolicited Ideas Policies.** Our policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials. In connection with anything you submit to us, whether or not solicited by us, you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type. We do not claim ownership over any ideas, suggestions, or other materials submitted; however, as to such materials, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, display, create derivative works, or otherwise exploit them for any purpose without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

**i. General Contact Information.** For any matters where specific contact procedures are not provided for elsewhere in this Agreement, you may contact Hulu by visiting our Help Center.

**j. DISCLAIMERS OF WARRANTY; LIABILITY LIMITATION.** YOU ACKNOWLEDGE AND AGREE TO THE ESSENTIAL CONDITION THAT THE CONTENT AS WELL AS THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, HULU AND ITS AFFILIATES, LICENSORS, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY, THE “HULU PARTIES”) EACH EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY, SATISFACTORY QUALITY AND NONINFRINGEMENT, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. YOU ALSO ACKNOWLEDGE AND AGREE THAT THE HULU PARTIES DO NOT WARRANT THAT THE CONTENT OR THE SERVICES WILL BE WITHOUT ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS. THE HULU PARTIES DO NOT WARRANT OR OTHERWISE STATE THAT THE CONTENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS. YOU AND NOT THE HULU PARTIES ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OCCASIONED BY USE OF THE CONTENT AND THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL THE HULU PARTIES BE LIABLE FOR ANY PERSONAL INJURY, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS

AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OF OR INABILITY TO USE THE CONTENT OR THE SERVICES, HOWEVER CAUSED, NOR SHALL THE HULU PARTIES BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THEIR REASONABLE CONTROL. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND U.S. DOLLARS (US \$1,000). THE LIABILITY LIMITATIONS IN THIS SECTION APPLY UNDER ANY LEGAL THEORY (TORT, CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE) EVEN IF THE HULU PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**k. Choice of Forum.** You agree that any action at law or in equity arising out of or relating to this Agreement that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in the borough of Manhattan, New York, New York, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

**l. Choice of Law.** This Agreement is governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any conflict of law principles.

**m. Severability.** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**n. Survival.** The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.

**o. Entire Agreement.** This Agreement and the provisions referenced herein, along with any agreements or policies that are incorporated herein by reference, constitute the entire agreement between you and us pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.



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