

Freedom TV+ ACCOUNT TERMS AND CONDITIONS

PLEASE READ THE TERMS AND CONDITIONS DESCRIBED BELOW CAREFULLY BEFORE SETTING UP YOUR Freedom TV+ ACCOUNT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK <CONTINUE> AND DO NOT CREATE A Freedom TV+ ACCOUNT.

In particular, please note that: (1) disputes between us will be settled by binding arbitration and you are giving up your right to go to court as detailed in these Account Terms; (2) you are agreeing that your credit card will be charged for paid subscriptions and to automatic renewal, also as detailed in these Account Terms; and (3) your Freedom TV+ account and software may be automatically updated.

Overview

An end user online profile and billing account with Freedom TV+, Inc. ("**Freedom TV+**") on Freedom TV+'s website ("**Freedom TV+ Account**") are required to activate your device. A Freedom TV+ Account gives you access to movies, television shows and other audio-visual entertainment in the " **Freedom TV+ Network**", a digital network of applications and websites provided by Freedom TV+. After your Freedom TV+ Account is created, it will be linked across all applications and websites in the network which may ask you to agree to a separate end user license agreement ("**EULA**") for that device.

These Freedom TV+ Account Terms and Conditions ("**Account Terms**") govern your Freedom TV+ Account, your use of Freedom TV+'s platform and services, and certain subscriptions, purchases and rentals made through your Freedom TV+ Account.

In addition, if you choose to access any movies, television shows, music and/or other audio or visual materials (collectively, "**Entertainment**") through Freedom TV+, you are also agreeing to The Freedom TV+ Terms of Service, available at <https://www.freedomtvplus.com/media> , and if you choose to access any Entertainment through Freedom TV+, you will need to also agree to the terms of service of the Content

Providers whose Entertainment you choose to access. The terms of service of such Content Providers may impose additional requirements or provide them the right to cancel or suspend their service to you.

As used herein, "**Freedom TV+ Service**" "**our service**" or "**the service**" means the service provided by Freedom TV+ for streaming Entertainment, including all features and functionalities and user interfaces associated with the service, including the Freedom TV+ Channel Library and Freedom TV+ on all its platforms including social media. "**Channel**" means a Producer (as described in the Freedom TV+ Producer Program Agreement) 's content page in the Freedom TV+ Channel Library. "**Content Provider**" means a provider of Entertainment. "**Authorized US Territory**" means any country in the United States of America where Freedom TV+ directly sells services that is linked to your Freedom TV+ Account or expressly authorizes the sale of such devices through its distribution channel.

Acceptance of Account Terms

By setting up a Freedom TV+ Account or using the Freedom TV+ Service, you are agreeing to be bound by these Account Terms. If you are a resident of a country within the United States and its territories, you agree that, by creating or using your Freedom TV+ Account, you are waiving your right to withdraw, but this does not affect your right to stop using your Freedom TV+ Account or the Freedom TV+ Service at any time.

Changes to Account Terms

Freedom TV+ may amend the Account Terms at any time in its discretion. Such amendments shall be effective immediately upon posting of the amended Account Terms on Freedom TV+'s website or via your Freedom TV+ Account or the device linked to your Freedom TV+ Account, whichever occurs first. In its option, Freedom TV+ may also notify you of an amendment to the Account Terms by sending a notice to the last email address you provided to Freedom TV+. You agree to provide accurate and complete information when you establish your Freedom TV+ Account, and you agree to promptly update your account information (including contact information) to keep it

accurate and complete. You can do this at any time by signing in to your Freedom TV+ Account. Following the posting or notice by any of the methods described above, continued use of any device linked to your Freedom TV+ Account or your Freedom TV+ Account means you accept and agree to the amended Account Terms. If you do not agree to the amended Account Terms, Freedom TV+ may not be able to provide updates, upgrades or enhancements to your devices, and you may not be able to continue using your devices or Freedom TV+ Account.

Privacy Policy and Use of Data

Freedom TV+'s privacy policy, available at <https://www.freedomtvplus.com/media> ("**Privacy Policy**"), explains Freedom TV+'s policies regarding the collection, use, transmission and disclosure of information provided by or collected from you via your Freedom TV+ Account, the devices linked to it, and/or Freedom TV+'s websites. By agreeing to be bound by these Account Terms, you are agreeing that you have read and understood the collection, use, transmission and disclosure of your information or data as described in the Privacy Policy (and as amended from time to time). You should review the Privacy Policy before establishing a Freedom TV+ Account and before linking any device to it. The policies and other content of the Freedom TV+ web pages may be changed by Freedom TV+ in its sole discretion, without notice to you.

Establishing a Freedom TV+ Account

You will need to supply certain information, including, but not limited to, your credit card number or other payment account number, and your billing address ("**Personal Financial Information**"). **You must be (a) at least eighteen (18) years of age, or the age of majority in your country; and (b) have the legal right to use the payment methods selected by you for use with your Freedom TV+ Account.** We may use any Personal Financial Information you disclose for the purposes of order fulfillment and payment processing, and we may provide such information to third parties for this purpose. For more information about how Freedom TV+ uses your information, please review our Privacy Policy. You also understand and acknowledge that Freedom TV+ may use a third-party payment processor to process credit card payments on its behalf,

and when you supply Personal Financial Information in connection with a purchase or rental, you agree that Freedom TV+ is not responsible for the security of such information when it is in the control of the third-party payment processor.

You agree that all Personal Financial Information or other information you provide to us will be (i) accurate, current, and complete; (ii) promptly updated when there is a change; and (iii) your own information and not that of another individual. If you provide any information that is untrue, inaccurate or incomplete, or we have reasons to suspect that such information is untrue, inaccurate or incomplete, we retain the right to suspend or terminate any Freedom TV+ Account you establish and/or to refuse any or all current or future use of the Freedom TV+ Account or any devices linked thereto.

Your Freedom TV+ Account credentials are for your personal use only. Do not reveal your Freedom TV+ Account information to anyone, including your PIN code (if you choose to have one set up to restrict access to certain Channel). You acknowledge and agree that you are solely responsible for maintaining the confidentiality of your Freedom TV+ Account, login ID and password, and for all activities that occur on or through your Freedom TV+ Account. You agree to immediately notify Freedom TV+ of any unauthorized use of your Freedom TV+ Account, or any other security breach involving your Freedom TV+ Account. You agree that Freedom TV+ will not be responsible for any losses arising out of any unauthorized use of your Freedom TV+ Account.

Fees and Charges

Additional Definitions Applicable to this Section:

"Private Channel" means a Channel which may be accessed only by entering, on the Freedom TV+ website, a linking code, provided by the developer of the Channel.

"Public Channel" means a third party Channel that is (a) visible in the Freedom TV+ Channel Store and (b) generally available to all Freedom TV+ Device users.

All fees required to access Entertainment will be charged to your payment method on file (credit card number or PayPal account). At your option, a PIN code may be set up to

restrict access to certain fee-based Entertainment. If you prefer to use a PIN, you will choose your PIN when setting your Freedom TV+ Account preferences. In addition, for some of the Entertainment, you may be required to maintain a valid and active account in good standing with one or more Content Providers. You must adhere to these Account Terms and to the terms of service of any such Content Provider whose Entertainment you choose to access. For your convenience, your Freedom TV+ Account can provide a summary of monthly charges processed by Freedom TV+.

Freedom TV+ bills and processes your payments for fee-based Entertainment in The Freedom TV+ Channel and in certain third party Channels. In such cases, the following terms shall also apply:

Entertainment Requiring A One-Time Fee. For Public Channels and The Freedom TV+ Channel, the payment method on file for your Freedom TV+ Account will be charged a single fee, which shall constitute payment in full, when you confirm your purchase of access to the Channel. For Private Channels, you will be charged when you confirm your purchase of access to the Channel once the Channel appears as an option in your Channel line-up. For Entertainment and services purchased from within any Public Channel or Private Channel, your Freedom TV+ Account payment method will be charged once when you confirm the purchase.

Entertainment Requiring A Subscription Fee. Subscriptions may be on a monthly or annual basis and will auto-renew until you cancel as provided below. For Public Channels, the date you subscribe to a fee-based Entertainment offering will be the subscription start date for that offering, and you will be billed on a recurring basis at the beginning of each subscription period. For The Freedom TV+ Channel, all of your Entertainment subscriptions will be set to the same billing cycle, such that following your initial Entertainment subscription any subsequent subscriptions will be set to the same billing cycle and the first billing period may be prorated accordingly. Subject to the foregoing, the subscription fee will be charged for the full term of the applicable subscription period, i.e., for the month or year, as applicable, at the time you order the subscription.

Sales Tax. Your purchases and rentals may be subject to sales tax. The amount of tax charged on your purchase will depend upon many factors, including the item purchased and the applicable tax rate in effect at the time of your purchase.

If your device is linked to a Freedom TV+ Account created outside of all of the Authorized USA Territories, the prices shown on the purchase screen may not include sales tax. Nevertheless, if an item you purchased is subject to sales tax, such amount will be reflected on the email invoice for that purchase. You should be aware that factors can change between the time you place an order and the time of credit card charge authorization, which could affect the calculation of sales taxes.

If your device is linked to a Freedom TV+ Account created within any Authorized USA Territory, then the prices shown on the purchase screen will include all applicable sales tax. If an item you purchased is subject to sales tax, such amount will be included as a part of the purchase price on the email invoice for that purchase.

Free Trials. In some cases, your subscription may start with a free trial. The duration of this free trial period varies and will be specified in the free trial offer at sign-up. Eligibility or duration of free trials may be limited to prevent abuse. Free trials may be revoked and your subscription put on hold in the event that you are determined to be ineligible. Restrictions may apply if you try to combine free trials with other offers or promotions. To sign up for a free trial you must provide a valid payment method. **When your free trial period ends, the subscription fee will be charged to your payment method unless you cancel prior to the end of the free trial period as provided below.** Please note that you will not be notified that your free trial will end or has ended. Your payment method will be billed for your subscription on a recurring basis until you cancel or when the applicable Entertainment is otherwise suspended or discontinued pursuant to these Account Terms.

Subscription Renewals and Cancellations. All subscriptions will automatically renew until cancelled by you. For details on how to cancel a subscription please visit www.Freedomtvplus.com. If a subscription is cancelled mid-way through a subscription period, the subscription will end at the end of the subscription period. You will continue

to receive the Entertainment until the end of the subscription period, and fees for the remainder of the subscription period will not be refunded.

Credit/Refund Policy. Credits and refunds will be issued only in accordance with the terms posted on <https://www.freedomtvplus.com/media>.

You agree to pay all charges that may be incurred by you or on your behalf through the Freedom TV+ Account, at the price(s) in effect when such charges are incurred. In addition, you remain responsible for any taxes that may be applicable to your transactions. We reserve the right to re-bill your payment method if your payment method is rejected, terminate your access to the Entertainment for which you did not pay, and pursue any unpaid amounts. You remain liable for all such past due amounts and all costs incurred to collect these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or other court costs.

Freedom TV+ Service; Entertainment and Channel Availability

The Freedom TV+ Service and the Entertainment viewed through the Freedom TV+ Service are solely for your personal and non-commercial enjoyment. Such Entertainment is protected by copyright or other intellectual property laws and treaties, and is subject to the terms of use of Content Provider. These Terms of Use do not grant you the right to copy, distribute, prepare derivative works or publicly display such Entertainment. Any rights in the Entertainment not expressly granted to you are reserved by the Content Provider. You may not engage in or facilitate unauthorized access to or use of the Entertainment.

You only have access to Channels and Entertainment that have been authorized for the country with respect to which you have established your Freedom TV+ Account, and such Channels and Entertainment will vary by geographic location or country. Freedom TV+ and/or its Content Providers may use technologies to verify your geographic location, and you may not be able to access any Entertainment outside of the country or location authorized by Freedom TV+ or such Content Providers. You understand that

the display quality of the Entertainment being streamed by your device may vary from television to television, and may be affected by many factors, including your Internet speed and your location. From time to time, Freedom TV+ may temporarily suspend your account access or our service for maintenance and repair. Access to the Freedom TV+ Service, Freedom TV+ Channel Store, The Freedom TV+ Channel, and Entertainment requires Internet connectivity. Depending on your contract with your Internet provider, you may incur additional data charges from your provider when you access the Freedom TV+ Service.

Freedom TV+ may add or remove Entertainment, Content Providers, and/or Channels from time to time without notice to you. Content Providers may also add or remove Entertainment in their Channels from time to time without notice to you or Freedom TV+. Freedom TV+ reserves the right to remove or restrict, from your device, access to any Entertainment and/or Channel if Freedom TV+ has reason to believe that the device linked to your Freedom TV+ Account is stolen, hacked or compromised, or that the Entertainment or Channel is not properly authorized or licensed, violates any law, or has been offered by a Content Provider in violation of any agreement between the Content Provider and Freedom TV+. Freedom TV+ may also terminate, suspend or place any account on hold in order to protect itself and its partners from what it believes to be fraudulent or illegal activity. You are responsible for ensuring that any age-restricted Entertainment is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Content Provider.

Software Updates

Freedom TV+ reserves the right to AUTOMATICALLY update the Freedom TV+ SERVICE, including BUG FIXES AND UPDATES, CHANGES IN THE USER INTERFACE OR HOW YOU ACCESS CONTENT, AND OTHER CHANGES THAT MAY add, ALTER or REMOVE functionalities and features. You acknowledge that these updates may happen automatically in the background at any time (and that they cannot be disabled by You). You understand that these updates are necessary to maintain compatibility with other updates to our products or services and may be required for

security reasons. by using the Freedom TV+ SERVICE, you hereby AGREE to receive such updates.

Voice Commands

If your device supports voice commands and you choose to use them, you agree that Freedom TV+ and/or a third party vendor contracted by Freedom TV+ have your consent to record, process and store your voice inputs (e.g., a recording and the interpretation of what was said), and use such voice inputs with other information about your device (e.g., device identifier) to provide services to you, to improve the accuracy and quality of the service, and as described in our Privacy Policy.

Advertising and Promotional Messages

Freedom TV+ and the Content Providers may deliver and display advertising and promotional messages to you via the Freedom TV+ Service, and to include such advertising and promotional messages in or with any user interface, notice, or Content that is displayed on your device. Any interaction, transaction or agreement you have with third parties as a result of the advertising and promotional messages displayed to you are entirely between you and such third parties. Freedom TV+ is not responsible or liable for any claims, damages, losses or injuries arising from your interactions with such third parties.

Warranty Disclaimer; Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(A) THE Freedom TV+ SERVICE AND YOUR Freedom TV+ ACCOUNT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. Freedom TV+ DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE Freedom TV+ SERVICE OR THE USE OF Freedom TV+ ACCOUNT WILL BE: (I) UNINTERRUPTED, SECURE, VIRUS-FREE OR ERROR-FREE, OR (II) FREE FROM ATTACK OR SECURITY INTRUSION;

(B) IN NO EVENT SHALL Freedom TV+, ITS DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF YOUR USE OF THE Freedom TV+ SERVICE OR Freedom TV+ ACCOUNT, HOWEVER CAUSED (INCLUDING NEGLIGENCE); AND

(C) YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF Freedom TV+, ITS DIRECTORS, OFFICERS AND EMPLOYEES UNDER THESE ACCOUNT TERMS, INCLUDING LIABILITY RELATING TO THE Freedom TV+ SERVICE, YOUR Freedom TV+ ACCOUNT, YOUR INFORMATION AND ALL DEVICES LINKED TO YOUR Freedom TV+ ACCOUNT, SHALL NOT EXCEED THE TOTAL PURCHASE PRICE YOU PAID FOR ALL OF THE DEVICES LINKED TO YOUR Freedom TV+ ACCOUNT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDY PROVIDED HEREIN FAILS ITS ESSENTIAL PURPOSE AND EVEN IF Freedom TV+ ITS DIRECTORS, OFFICERS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

Some jurisdictions do not allow exclusions OF CERTAIN warranties OR LIMITATIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, so SOME OF the ABOVE LIMITATIONS IN THIS SECTION MAY NOT apply to You. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU, AND You may also have other rights that vary from jurisdiction to jurisdiction.

Choice of Law; Dispute Resolution

(A) **Delaware Law.** If you are a resident of the United States (and its possessions and territories), Mexico or Canada, you agree that these Account Terms shall be governed by the laws of the State of Delaware without regard to any conflict of laws principles that may provide the application of the law of another jurisdiction; and:

(1) **Claims.** You and Freedom TV+ agree to be bound by the procedures set forth below to resolve any and all claims arising out of or relating to any aspect of these Account Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including but not limited to, claims related to (a) advertising and promotions conducted by or for Freedom TV+, (b) the devices that you choose to link to your Freedom TV+ Account, (c) the Freedom TV+ Channel Store, (d) the Freedom TV+ Service, (e) your Freedom TV+ Account, (f) your use of any of the foregoing, and/or (g) your information. Each such claim is referred to individually as "Claim" and collectively as "Claims".

(2) **Agreement to Arbitrate.** You and Freedom TV+ agree that, except for the **CLAIMS** identified in paragraph 4 of this section below, any and all **CLAIMS** shall be finally settled by binding arbitration . The arbitration shall take place in Delaware and shall be administered by the American Arbitration Association ("AAA") pursuant to the AAA's then-current Consumer Arbitration Rules, which can be found at www.adr.org or by calling 800-778-7879. The arbitrator has the authority to decide all issues of arbitrability. Please be aware there is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than the rules applicable in court, and review of the arbitrator's decision by a court is limited. **YOU AND Freedom TV+ FURTHER AGREE THAT EACH OF YOU MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.** The arbitrator may not consolidate or join more than one person's claim and may not preside over any consolidated, representative or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive or declaratory relief) only on an individual basis and may not award any form of consolidated, representative or class-wide relief. Notwithstanding any provision in these terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration is allowed to proceed on a class basis, then neither you nor Freedom TV+ are entitled to arbitrate the Claims. This arbitration provision is subject to the Federal Arbitration Act. The arbitrator's award shall be binding on you and Freedom TV+, and may be entered in any court of competent jurisdiction.

(3) **Fees and Costs.** Information on AAA and how arbitration is initiated can be found at www.adr.org or by calling 800-778-7879. For Claims of \$75,000 or less, you will be responsible for the initial arbitration filing fee, up to the amount of the initial filing fee if you were to initiate a lawsuit against Freedom TV+ based on such Claims in court. If the arbitrator finds such Claims to be non-frivolous, Freedom TV+ will pay any difference in such filing fees plus the arbitrator fees. For Claims in excess of \$75,000, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Freedom TV+ will pay as much of your actual filing fees and the arbitrator fees for the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

(4) **Exclusions.** This agreement to arbitrate does not apply to any Claim (a) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (b) that may be brought in small-claims court.

(5) **Jurisdiction.** If the agreement to arbitrate in this provision is found to be invalid, unenforceable or inapplicable to a given Claim, then any and all proceedings to resolve such Claim must be brought exclusively in a federal court of competent jurisdiction in a district of Delaware or in a state court in a county residing in Delaware. Also, if the arbitrator awards injunctive relief against either of us, that party may seek judicial review of the arbitrator's decision on that issue in these courts. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

(6) **30-Day Right to Opt Out.** You have the right to opt out of this agreement to arbitrate by sending a written notice of your decision to opt out to the following address: Legal Department, Freedom TV+, Inc., 150 Winchester Circle, Los Gatos CA 95032, USA; provided that, such notice must be postmarked on or before the 30th day after the date you create your Freedom TV+ Account if you do not already have one. If you have an existing Freedom TV+ Account, all devices you choose to link to your Freedom TV+ Account, and all Freedom TV+ Services accessed using these devices, will be subject to this agreement to arbitrate. Your notice should include your full name, your current

postal address, telephone number and email address, the product name and serial number for your Player, and a copy of the original proof of purchase for your Player. If you timely send a notice in compliance with this paragraph 6, the agreement to arbitrate will not apply to either you or Freedom TV+. If you do not timely send this notice, then you agree to be bound by this agreement to arbitrate.

(7) **Changes.** Notwithstanding any provision in this Agreement to the contrary, you agree that, if Freedom TV+ seeks to delete or materially modify the agreement to arbitrate described herein, any such deletion or modification will not apply to any individual Claim of which you have notified Freedom TV+ prior to such modification.

Miscellaneous

Freedom TV+ may transfer its rights and obligations under these Account Terms to another organization. You may only transfer your rights or your obligations under these Account Terms to another person if Freedom TV+ agrees in writing. These Account Terms are between you and Freedom TV+. No other person shall have any rights to enforce these terms. Each of the paragraphs of these Account Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If Freedom TV+ fails to insist that you perform any of your obligations under these Account Terms, or if Freedom TV+ does not enforce its rights against you, or if Freedom TV+ delays in doing so, that will not mean that Freedom TV+ has waived its rights against you, or that you do not have to comply with those obligations. If Freedom TV+ does waive a default by you, Freedom TV+ will only do so in writing, but that will not mean that Freedom TV+ will automatically waive any later default by you.

Contact Information

If you wish to contact Freedom TV+, please send an email to freedomtvplus@gmail.com.

If Freedom TV+ has to contact you, Freedom TV+ will do so by e-mail to the e-mail address you provide under your Freedom TV+ Account.

Last Updated: October 11, 2020