This Visitor Agreement applies to the family of informational, educational and entertainment-oriented websites and applications controlled by Discovery Communications, LLC and/or its subsidiary and affiliated entities (collectively, “Discovery”). Please read this Visitor Agreement; by using the applicable website or application, you accept its terms.

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| **DISCOVERY DIRECT-TO-CONSUMER DIGITAL SERVICES**  If you use one of the Discovery digital services offered by the websites or applications of the Discovery brands listed below, separate terms and conditions will apply as posted within the corresponding link and on the applicable website or application: | |
| **discovery+** | [discovery+ Visitor Agreement](https://www.discoveryplus.com/terms/) |
| **Food Network Kitchen** | [Food Network Kitchen Visitor Agreement](https://kitchen.foodnetwork.com/#/visitor-agreement) |
| **Golf Digest** | [Golf Digest Visitor Agreement](https://www.golfdigest.com/story/visitor-agreement) |
| **Motor Trend** | [Motor Trend Group Terms of Use](https://www.motortrendgroup.com/terms/) |

This Visitor Agreement applies to all of the websites and applications where it is posted. Those websites and applications are referred to collectively in this Visitor Agreement as the “Discovery Sites.” Additional terms and conditions may apply to some services offered on the Discovery Sites. Such terms and conditions may be found at the place where the relevant service is offered. For example, policies governing purchases through DiscoveryStore.com can be found at the bottom of each DiscoveryStore.com page.

**Please read this Visitor Agreement carefully. It contains important information regarding your legal rights including mandatory arbitration, no class relief, and waiver of your right to a jury trial. Please take a few minutes to review the section** [**here**](https://corporate.discovery.com/visitor-agreement/#disputeresolution)**.**

The Web is an evolving medium; we may change the terms of this Visitor Agreement from time to time. By continuing to use any of the Discovery Sites after we post any such changes, you accept this Visitor Agreement, as modified. We may change, restrict access to, suspend or discontinue the Discovery Sites, or any portion of the Discovery Sites, at any time. Discovery respects the privacy of our users. Please take a few minutes to review our [Privacy Notice](https://corporate.discovery.com/privacy-policy/).

If you disagree with any material you find on the Discovery Sites, we recommend that you respond by noting your disagreement in an appropriate site forum where there is one. We also invite you to bring to our attention any material you believe to be factually inaccurate by contacting our representatives at (240) 662-8909 or by contacting Viewer Relations at <https://corporate.discovery.com/contact/viewer-relations/>.

The material that appears on the Discovery Sites is for informational and entertainment purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. Before you act on information you’ve found on the Discovery Sites, you should confirm any facts that are important to your decision. Discovery and its information providers make no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of the information on the Discovery Sites. Discovery is not responsible for, and cannot guarantee the performance of, goods and services provided by our advertisers or others to whose sites we link. A link to another website does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by Discovery or its licensors.

**NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Discovery’s Designated Agent. The Name and Address of Agent Designated to Receive Notification of Claimed Infringement: Leah Montesano, Legal Affairs, Discovery Communications, LLC, 8403 Colesville Road, Silver Spring, MD 20910; 240.662.0000 (telephone); or DMCA\_notices@discovery.com (e-mail).

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an e-mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user’s e-mail address in our records, or written communication sent by first-class mail to a user’s physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

**USER-GENERATED VIDEO**

In submitting user-generated video to the Discovery Sites, you agree to the following terms and conditions: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you grant Discovery Communications, LLC (“Discovery”), Discovery’s joint venture partners, vendors, production companies, and programming and content distributors, and the parents, affiliates, subsidiaries, licensees, successors and assigns of all of the foregoing (collectively, the “DCL Parties”) a non-exclusive, perpetual, royalty-free, fully paid up license to make use of and distribute your user-generated video submitted hereunder, as well your name, voice, likeness and appearance therein (if any) and the personally identifying information you provide on or in connection therewith (collectively, the “Video Submission”), as further described below. You acknowledge and agree that you shall not be entitled to share in any revenue that the DCL Parties may or may not earn or generate through their use of your Video Submission.

**DCL Parties’ Right to Use Your Video Submission.** You grant the DCL Parties the non-exclusive right to edit in any manner, and to use and distribute and license others to use and distribute, your Video Submission, or any portions, reproductions or versions thereof, on the websites, products and/or services (in any and all media, now known or hereafter invented, including without limitation television, home video/DVD products, and mobile services) of the DCL Parties, an unlimited number of times, in perpetuity, throughout the world, with or without charge or cost to end-users or other third parties. You also grant the DCL Parties the right to use and distribute, and license others to use and distribute, your Video Submission in the promotion of such websites, products and/or services, to the same extent permitted for use and distribution of your Video Submission hereunder.

**Clearance of Your Video Submission for the DCL Parties’ Use.** You represent and warrant that your Video Submission is your original work and that you have secured any and all rights, releases and permissions necessary for the DCL Parties’ use and distribution of your Video Submission hereunder, including without limitation those related to any people, places, music, performances of dance or music, video, photographs and/or graphics in your Video Submission (collectively, the “Elements”). You represent and warrant that, to the best of your knowledge, no further permissions or fees are due for the DCL Parties’ use and distribution of your Video Submission or any Elements therein. You further represent and warrant that any statements made by you or others in the Video Submission are true to the best of your knowledge and that neither they, nor any Element of your Video Submission, will violate any law or regulation or violate or infringe upon the rights of any third party.

**Waiver of Right of Approval.** You hereby waive any right of inspection or approval of your Video Submission as used and distributed by the DCL Parties, including without limitation any approval of your appearance and/or use of your name therewith or the uses to which either may be put.

**Release and Waiver; Indemnification.** You acknowledge that the DCL Parties will rely on the foregoing terms and conditions potentially at substantial cost to them, and you hereby waive the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. You agree to indemnify, defend and hold harmless the DCI Parties from any and all claims arising from their use and distribution of your Video Submission as permitted herein.

**COMMUNITY AND SOCIAL MEDIA SITES, CHAT ROOMS, FORUMS, AND BLOGS**

Discovery wants to encourage an open exchange of information and ideas through the Discovery Sites. But we cannot and do not review every posting made on Discovery’s community and social media sites, or in chat rooms, forums, blogs, and other public posting areas. You can expect these areas to include content, information, and opinions from a variety of individuals and organizations other than Discovery. We do not endorse or guarantee the accuracy of any posting, regardless of whether the posting comes from a user, from a celebrity or “expert” guest, or from a member of our staff. There is no substitute for healthy skepticism and your own good judgment. Responsibility for what is posted on Discovery’s community and social media sites, or in chat rooms, forums, blogs and other public posting areas on the Discovery Sites lies with each user – you alone are responsible for material you post. Discovery does not control the messages, information or other content that you or others may provide through the Discovery Sites. You may use the Discovery Sites for lawful purposes only.

By using the Discovery Sites, you agree not to submit, post or transmit through the Discovery Sites any material or otherwise engage in any conduct that:

* Violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights;
* Allows you to gain unauthorized access to the Discovery Sites, or any account, computer system, or network connected to the Discovery Sites, by means such as hacking, password mining or other illicit means;
* Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortuous, or contains explicit or graphic descriptions or accounts of sexual acts;
* Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
* Collects for marketing purposes any email addresses or other personal information that has been posted by other users of the Discovery Sites.
* Impersonates any person, business or entity, including Discovery and its employees and agents, or falsely states or otherwise misrepresents your affiliation with any person, business or entity, including Discovery;
* Contains an advertisement or solicitation or encourages others to make a donation;
* Contains 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, or otherwise permit the unauthorized use of a computer or computer network;
* Encourages conduct that would constitute a criminal offense or that gives rise to civil liability or that otherwise encourages others to commit illegal activities or cause injury or property damage to any other person;
* Results in the posting or transmission of any message anonymously or under a false name;
* Permits any person to access, using your account, any features of the Discovery Sites that may require registration;
* Results in a single message being posted to more than five areas of any Discovery Site or results in any message being posted to any area of the Discovery Sites if that message is, in our view, off-topic or in violation of this Visitor Agreement; or
* Violates this Visitor Agreement, guidelines or any policy posted on the Discovery Sites, or interferes with the use of the Discovery Sites by others.

Although Discovery cannot monitor all content on Discovery’s community and social media sites, or postings in the chat rooms, forums, blogs and other public posting areas, you understand that Discovery shall have the right, but not the obligation, to monitor the content of the Discovery Sites to determine compliance with this Visitor Agreement and any other operating rules that may be established by Discovery from time to time. Discovery shall have the right, in its sole discretion, to edit, move, delete, or refuse to post any material, including but not limited to Video Submissions, submitted to or posted on the Discovery Sites for any reason, including violation of this Visitor’s Agreement, whether for legal or other reasons, or because the material is objectionable or stale. Notwithstanding this right of ours, users shall remain solely responsible for the content of their messages and Video Submissions. You acknowledge and agree that neither Discovery nor any of its affiliates shall assume or have any liability for any action or inaction by Discovery with respect to any conduct within the Discovery Sites or any communication or posting on the Discovery Sites. Discovery also reserves the right to disclose any information that Discovery believes necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part.

Discovery requires you not to use the Discovery Sites to violate anyone’s copyright, trademark or other intellectual property rights. By posting or submitting any material (including, without limitation, photographs and videos) to the Discovery Sites, you are warranting and representing that you own or have the right to post or make such submission of the material, or are making your submission or posting with the express consent of the owner, and that no other party has any right, claim, or interest in the material that you have submitted or posted. You also warrant that all moral rights in any material that you submit to us or post have been waived. Submitting or posting material that is the property of another, without the consent of its owner, is not only a violation of this Visitor Agreement, but may also subject you to legal liability for infringement of copyright, trademark or other intellectual property rights.

**USE OF MATERIALS**

With the exception of any and all Video Submissions (Discovery’s permitted use of which is discussed above) and any material posted on Discovery’s community and social media sites, all other material you submit to any of our chat rooms, forums, blogs and other public posting areas, whether text or images, becomes the property of Discovery and may be reproduced, modified and distributed as we see fit, in any medium, for any purpose and in perpetuity. Further, you understand that by posting material on Discovery’s community and social media sites, you are granting to Discovery, and to anyone authorized by Discovery, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to display, use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform such materials posted on Discovery’s community and social media sites, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant Discovery, and anyone authorized by Discovery, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as Discovery deems appropriate. Please also note the last paragraph in the **“COMMUNITY AND SOCIAL MEDIA SITES, CHAT ROOMS, FORUMS, AND BLOGS”** section above. [Click here](https://corporate.discovery.com/visitor-agreement/#usergeneratedvideo) for the terms and conditions that govern the submission of user-generated video to the Discovery Sites.

The materials available through the Discovery Sites are the property of Discovery or its licensors, and are protected by copyright, trademark and other intellectual property laws. You are free to display and print for your personal, non-commercial use information you receive through the Discovery Sites. But you may not otherwise reproduce any of the materials without the prior written consent of the owner. You may not distribute copies of materials found on the Discovery Sites in any form (including by e-mail or other electronic means), without prior written permission from the owner. Of course, you are free to encourage others to access the information themselves on the Discovery Sites and to tell them how to find it.

**LINKING**

We welcome links to the Discovery Sites. You are usually free to establish a hypertext link to any of the Discovery Sites so long as the link does not state or imply any sponsorship or endorsement of your site by any of the Discovery Sites or by Discovery. However, you should check the copyright notice on the page to which you wish to link to make sure that one of our content providers does not have its own policies regarding direct links to their content on the Discovery Sites.

**NO SOLICITING**

You agree not to use the Discovery Sites to advertise, or to solicit anyone to buy or sell, products or services, nor to solicit anyone to make donations of any kind, without our express written approval.

**NO SPAMMING OR SPIMMING**

From time to time, users post their e-mail addresses in our chat rooms, forums, blogs and other public posting areas. You may not gather these e-mail addresses for commercial or illegal purposes, such as sending unsolicited or unrequested e-mail or instant messages.

**NO FRAMING**

Without the prior written permission of Discovery, you may not frame, or make it appear that a third-party site is presenting or endorsing, any of the content of the Discovery Sites, or incorporate any intellectual property of the Discovery Sites, Discovery or any of their licensors into another website or other service.

**TRADEMARKS**

We do not want anyone to be confused as to which materials and services are provided by Discovery and which are not. You may not use any trademark or service mark appearing on the Discovery Sites without the prior written consent of the owner of the mark.

**ACCURACY OF INFORMATION**

The Discovery staff works hard to ensure that information we post to the Discovery Sites is both timely and accurate. But the news changes over time and reports that were accurate when posted may quickly become old news. Though we may post follow-up reports, and may continue to provide access to the original report, as in an archive of news stories, for example, we do not go back and change the original report to reflect new developments. If you are looking for the most recent information on a given subject, and not the history of how the story unfolded, be sure you’re not looking at an out-of-date report.

**AGE RESTRICTION**

You must be at least 13 years old to register on the Discovery Sites. By registering on the Discovery Sites, you warrant that you are at least 13 years old.

**USER ACCOUNTS AND SECURITY**

To obtain access to certain services on the Discovery Sites, you may be given an opportunity to register with the Discovery Sites. As part of any such registration process, you will select a user name and a password. You agree that the information you supply during that registration process will be accurate and complete. You also agree not to (i) select, register, or attempt to register, or use a user name of another person with the intention of impersonating that person; (ii) use a user name of anyone else without authorization; (iii) use a user name in violation of the intellectual property rights of any person; or (iv) use a user name that Discovery considers to be offensive. Discovery reserves the right to reject or terminate any user name or password that, in its judgment, it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify Discovery of any known or suspected unauthorized use of your account. Further, you agree that you are responsible for all statements made and acts or omissions that occur on your account while your password is being used. If you believe someone has used your password or account without your authorization, you must notify Discovery immediately. Discovery reserves the right to access and disclose any information including, without limitation, user names of accounts and other information to comply with applicable laws and lawful government requests. Please inform Discovery if there is a change in the information you provided at the time of your initial registration, including any change of address or name, by contacting our representatives at (240) 662-8909 or filling out the form at <https://discovery.csharmony.epsilon.com/Account/Login?b=CORPORATE>. Click here to view our [Privacy Notice](https://corporate.discovery.com/privacy-policy/).

**DISCLAIMER OF WARRANTIES AND LIABILITY**

We work hard to make the Discovery Sites interesting and enjoyable places, but we cannot guarantee that our users will always find everything to their liking. Please read this Disclaimer carefully before using any of the Discovery Sites.

YOU AGREE THAT YOUR USE OF THE DISCOVERY SITES IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE DISCOVERY SITES, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, INACCURACIES OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON ANY DISCOVERY SITE OR ANY MATERIAL AVAILABLE THROUGH THE DISCOVERY SITES, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE DISCOVERY SITES.

THE DISCOVERY SITES ARE PROVIDED TO YOU AS IS, WITH ALL FAULTS, AND AS AVAILABLE. THE DISCOVERY SITES, DISCOVERY COMMUNICATIONS, LLC AND THEIR AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE DISCOVERY SITES, NOR DO THEY GUARANTEE THAT THE DISCOVERY SITES WILL BE ERROR-FREE OR CONTINUOUSLY AVAILABLE, OR THAT THE DISCOVERY SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL THE DISCOVERY SITES, DISCOVERY COMMUNICATIONS, LLC OR THEIR AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF USE OF THE DISCOVERY SITES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR SIMILAR DAMAGES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE DISCOVERY SITES, DISCOVERY COMMUNICATIONS, LLC AND THEIR AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU AGREE THAT THE LIABILITY OF THE DISCOVERY SITES, DISCOVERY COMMUNICATIONS, LLC AND THEIR AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE DISCOVERY SITES WILL NOT EXCEED THE AMOUNT, IF ANY, YOU PAID TO DISCOVERY COMMUNICATIONS, LLC FOR THE USE OF THE DISCOVERY SITES.

**DISPUTE RESOLUTION**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND HOW CLAIMS THAT YOU AND DISCOVERY HAVE AGAINST EACH OTHER ARE RESOLVED.** This Section is deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Discovery agree that we intend that this Section satisfies the “writing” requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement.

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to this Visitor Agreement, if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Discovery Sites, (ii) any purchases or other transactions or relationships with Discovery, or (iii) any data or information you may provide to Discovery or that Discovery may gather in connection with such use, interaction or transaction (collectively, “Discovery Transactions or Relationships”), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Discovery Sites, or engaging in any other Discovery Transactions or Relationships with us, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using the Discovery Sites, you agree that any complaint, dispute, or disagreement you may have against Discovery, and any claim that Discovery may have against you, arising out of, relating to, or connected in any way with this Visitor Agreement, our Privacy Notice, or any Discovery Transactions or Relationships shall be resolved exclusively by final and binding arbitration (“Arbitration”) administered by JAMS or its successor (“JAMS”) and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds $100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the “Applicable Rules”). The Applicable Rules can be found at [www.jamsadr.com](https://www.jamsadr.com/). If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the “AAA”) instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the “Applicable Rules” in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, Discovery agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this Section, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, this Section shall not prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

You further agree that:

**Arbitrator Will Interpret This Agreement.** The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of this Visitor Agreement and/or these arbitration provisions in this Section hereof, including but not limited to any claim that all or any part of this Visitor Agreement is void or voidable;

**Location of Arbitration.** The Arbitration shall be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and Discovery; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than $10,000 in aggregate, by telephone or by written submission;

**Governing Law.** The Arbitrator (i) shall apply internal laws of the State of New York consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the U.S., irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with New York or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief;

**No Class Relief.** The Arbitration can resolve only your and/or Discovery’s individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;

**Written Award.** The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator’s complete determination of the dispute and the factual findings and legal conclusions relevant to it (an “Award”). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;

**Arbitration Costs.** In the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, Discovery will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;

**Reasonable Attorney’s Fees.** In the event you recover an Award greater than Discovery’s last written settlement offer, the Arbitrator shall also have the right to include in the Award Discovery’s reimbursement of your reasonable and actual out-of-pocket attorneys’ fees associated with the Arbitration, but Discovery shall in all events bear its own attorneys’ fees;

**Interpretation and Enforcement of Arbitration Clause.** With the exception of “No Class Relief” above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, “No Class Relief” is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Discovery shall be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction;

**Modification of Arbitration Clause With Notice.** Discovery may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after Discovery has given notice of such modifications and only on a prospective basis for claims arising from Discovery Transactions and Relationships occurring after the effective date of such notification; and

**Small Claims Matters are Excluded. No Class Relief or Joinder of Claims.** Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against Discovery in your local small claims court within the U.S., if your claim is within such court’s jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

**CHOICE OF LAW**

This Agreement has been made in and shall be construed in accordance with the laws of the State of Maryland, without giving effect to any conflict of law principles.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

**CHOICE OF FORUM**

By using the Discovery Sites, you agree that the exclusive jurisdiction for any dispute not subject to the arbitration provision discussed above shall be the state and federal courts located in Maryland.

**INDEMNITY**

You agree to indemnify, defend and hold harmless Discovery Communications, LLC, its affiliates, and their officers, directors, employees, agents, licensors and suppliers, from and against any and all losses, expenses, damages and costs (including reasonable attorneys’ fees) resulting from any violation of this Visitor Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing any Discovery Site using your account.

**SEVERABILITY**

In the event that any portion of this Visitor Agreement is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of this Visitor Agreement, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of the Visitor Agreement.

**USE OF HEALTH INFORMATION FROM DISCOVERYLIFE.COM**

The information that appears on DiscoveryLife.com is presented in summary form only and is intended to provide general consumer understanding of health care topics. The information should not be used in place of a visit, call or consultation with a physician or other health care provider. DiscoveryLife.com does not recommend the self-management of health or medical problems, nor does DiscoveryLife.com promote or recommend any particular form of medical or alternative treatment. People using information accessed through DiscoveryLife.com should also research original sources of authority, including with your physician or other health care provider. Information obtained by using DiscoveryLife.com is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment. Should you have any health care-related questions, please call or visit your physician or other health care provider. You should never disregard medical advice – or delay in seeking it – because of something you have read on DiscoveryLife.com. You should always seek prompt medical care for any specific health issue and consult a physician before starting a fitness regimen.

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