

GET DISNEY+

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Disney+ and ESPN+ Subscriber Agreement

Updated: January 25, 2024

We welcome you! It is our pleasure to provide the Disney+ and ESPN+ 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.

Disney Platform Distribution, Inc., located at 500 South Buena Vista Street, Burbank, CA 91521 (“Disney+”) and BAMTech, LLC, located at 1211 Avenue of the Americas, New York, NY 10036 (“ESPN+”) are referred to collectively in this Agreement as “we”, “us” and “our”. The “Disney+ Service” includes the Disney+ website, application, video player and related software, associated content and other services, in any media format or channel, now known or hereafter devised. The “ESPN+ Service” includes the ESPN+ website, application, video player and related software, associated content and other services, in any media format or channel, now known or hereafter devised.

The Disney+ Services and the ESPN+ Services are sometimes referred to interchangeably or

Services, respectively.

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+ and/or ESPN+ registration process, or by accessing or using any aspect of the Services, and you ratify your agreement when you access or use any aspect of the Services. 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

a. Eligibility and Age Limitations. Only residents of the countries where we offer the Disney+ Service and/or ESPN+ Service (collectively, the “Territory”) are eligible to register for a Disney+ or ESPN+ account. This Agreement governs for residents of the United States and all U.S. territories. You must be 18 years of age, or the age of majority in your state or territory of residence, to purchase the Disney+ 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 register for a Disney+ or ESPN+ account or use the Services. Individuals under the age of 13 are not eligible for a Disney+ or ESPN+ account and are not permitted to provide personal information to us.

b. Registration and Access. Only individuals that have registered for a Disney+ and/or ESPN+ 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

or use which can be found at disney.com/terms.

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 Disney+ Service or ESPN+ Service. For clarity, 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 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(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 the Disney Bundle (as defined below), may be subject to differences in pricing, 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

payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. Your “billing period” is the interval of time between each recurring billing date and corresponds to the term of your subscription. Where applicable, charges for one or more Services may be prorated for any partial month of service when you switch into a higher priced Service Tier. 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 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.

one is available, is only available on the specified terms of the free trial, likely only to those who have not previously used one for the relevant Service(s). 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. Disney+ Gift Cards. We may make available gift cards redeemable for an eligible Service Tier. 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. 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.

e. CANCELLATION AND REFUND POLICY. YOU

CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME
BEFORE THE END OF THE CURRENT BILLING

OR PROMOTION UNLESS OTHERWISE DISCLOSED. 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 CANCELED DUE TO FAILED ATTEMPTS TO CHARGE YOUR PAYMENT METHOD, OR IF YOU SWITCH YOUR BILLING TO A THIRD-PARTY, YOU WILL FORFEIT ANY BILLING CREDITS. TO CANCEL YOUR DISNEY+ SERVICE SUBSCRIPTION, NAVIGATE TO WWW.DISNEYPLUS.COM/ACCOUNT/CANCEL-SUBSCRIPTION AND CLICK "CANCEL SUBSCRIPTION". TO CANCEL YOUR ESPN+ SERVICE SUBSCRIPTION, NAVIGATE TO SECURE.WEB.PLUS.ESPN.COM/ACCOUNT, SELECT "MANAGE SUBSCRIPTION" FOR THE SUBSCRIPTION YOU WISH TO CANCEL, AND CLICK "CANCEL SUBSCRIPTION". IF YOU SUBSCRIBED VIA A THIRD PARTY (E.G. AN APP STORE SUCH AS ITUNES, GOOGLE PLAY, OR AMAZON STORE), PLEASE VISIT OUR HELP CENTER AT HELP.DISNEYPLUS.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., Hulu, 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

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 also agree that we may charge your payment method on file if you decide to restart your Disney+ Service or ESPN+ Service subscription.

g. Subscriptions Obtained Through Third Parties. If you obtain a Disney+ Service or ESPN+ Service 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 Service will be billed by the applicable third party using the payment information you have provided to such third party. To cancel a Service subscription 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 Service subscription obtained via a third party.

h. Bundled Subscription Options. We may offer a Disney+ Service or ESPN+ Service subscription

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 Disney+ Service, ESPN+ Service, and the Hulu 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 Hulu Subscriber Agreement, which are incorporated by reference and govern your use of the Hulu plan you select and can be found at <https://www.hulu.com/terms>.

j. Premier Access. We may offer Premier Access (as defined below) to certain Content (as defined below) from time to time. Each Premier Access title requires a separate payment of an additional fee (i.e., in addition to your regular subscription fee for the Services) specific to the applicable Premier Access title. You will be charged for each Premier Access title at the time of purchase to your chosen payment method. “Premier Access” means the basis upon which we make available access to certain Content, in our sole and absolute discretion, to subscribers of

the Services prior to such Content's availability to all subscribers at no additional cost.

your subscription. You will be charged for pay per view events at the time of purchase to your chosen payment method.

l. Service Tiers With or Without Ads. We offer different Service Tiers of the Disney+ Service, some with advertisements and some without. Service Tiers "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 or special events (and replays and additional viewings thereof) that contain traditional commercial breaks.

m. 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.

n. 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

individuals who reside therein. Additional usage rules may apply for certain Service Tiers. For more

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.

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 Disney+ Service or ESPN+ Service; 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” or “ESPN+ Content” or, collectively, the “Content”) that are available to you from the Disney+ Service or ESPN+ Service. 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

for sale or assignment of any rights in the Content of the Services. The purchase of a license to stream or

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 Disney+ Service or ESPN+ Service 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:

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,

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(n) 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+, and the

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 Disney+ Content and ESPN+ Content with almost any Internet-connected computer or through the Disney+ Service or ESPN+ Service 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 Disney+ and/or ESPN+ accounts by downloading the Disney+ Service and/or ESPN+ Service application(s) to the Compatible Device and by signing into your Disney+ and/or ESPN+ account(s) 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 or type of Content, and such limitations

may change from time to time at our discretion. Please visit our Help Center for more information.

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 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. 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 Disney+ Service subscription may not be available in all countries or territories within the Territory. Additionally, ESPN+ Content is only available in the United States. Certain live sporting events and other Content available through the ESPN+ Service subscription may be subject to blackouts. For example, 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 ESPN+ Service subscription (or other applicable third-party service). Subscriptions to third-party products and services that you purchase or access through your ESPN+ Service subscription will also be subject to specific blackout policies of the applicable sports leagues (e.g., Major League Baseball). Such policies may be made available or communicated to you in

connection with your purchases of league-specific Content. To view the blackout policies for the

location from which you are accessing the applicable Service 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. Future Unavailability. It is possible that the Disney+ Service, ESPN+ Service, 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 Service(s). 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 Disney+ Service and/or ESPN+ Service, although if you are a subscriber and we suspend or discontinue your subscription to the Disney+ Service and/or ESPN+ Service, 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 Disney+ Service and/or ESPN+ Service due to your violation of this Agreement, then you will not be eligible for any

such credit, refund, discount or other consideration.

experiment or otherwise offer certain features or other elements of the Disney+ Service and/or ESPN+ Service, 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 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 Disney+ Service, ESPN+ Service, 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 Disney+ and/or ESPN+

account(s) for cause, which cause includes but is not limited to (a) requests from law enforcement or

been created fraudulently, your Disney+ or ESPN+ account has been accessed fraudulently, or anyone uses your Disney+ or ESPN+ 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 Disney+ or ESPN+ account that remains inactive for an extended period of time, e.g., more than one year (failure to log in to your Disney+ or ESPN+ 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 Disney+ or ESPN+ 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 DISNEY+ OR ESPN+ 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

SERVICE(S).

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+ and/or ESPN+, 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+, AND ESPN+ 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

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 a notice of a

Dispute to you at the contact information we have available for you in connection with your Disney+ or ESPN+ 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

enforcement of this arbitration agreement. Any demand for arbitration must be filed with ADR Services (“ADR Services”).

(“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+, and ESPN+ 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

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

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

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+ Content and ESPN+ Content and 4K Ultra HD quality is available for certain Disney+ 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, or 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

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 Disney+ or ESPN+ 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, DISNEY+, ESPN+, AND THEIR AFFILIATES, LICENSORS, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY, THE “DISNEY+ AND ESPN+ 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

DISNEY+ AND ESPN+ PARTIES DO NOT WARRANT THAT THE CONTENT OR THE SERVICES WILL BE WITHOUT ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS. THE DISNEY+ AND ESPN+ PARTIES DO NOT WARRANT OR OTHERWISE STATE THAT THE CONTENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS. YOU AND NOT THE DISNEY+ AND ESPN+ 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+ AND ESPN+ 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+ AND ESPN+ 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

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

such waiver constitute a continuing waiver unless otherwise expressly provided.