

Vudu, Inc.

Terms of Service

Last updated: September 12, 2019

NEW: Please review these updated Terms of Service (effective September 12, 2019) carefully. They include a binding arbitration clause (see Section Disputes and Arbitration; below) requiring you and us to arbitrate our claims on an individual basis, instead of suing in court or any other class proceeding, and they also include coverage of other new services.

These Terms of Service govern your access to and use of all Vudu, Inc.'s ("Vudu," "us," "we," or "our") services as described below (the "Vudu Service"), including our mobile and other applications (the "Apps") and our website, www.vudu.com (the "Website"). You affirm that you are legally capable of entering into a binding agreement (and that you are at least the age of legal majority in your jurisdiction, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Service). If you violate or do not agree to these terms, then your access to and use of the Vudu Service is unauthorized.

Changes to Terms of Service:

Vudu may change these Terms of Service from time to time by notifying you of the changes by any reasonable means, including by posting a revised Terms of Service through the Website or Apps. The most current version of the Terms of Service will supersede all previous versions, except that any changes will not apply to any dispute between you and us arising before we posted the revised Terms of Service, or otherwise notified you of the changes. You should periodically visit the Terms of Service page on the Website so you are aware of the terms and conditions that apply to your use of the Vudu Service, including the Website and Apps. The "Last updated" legend above indicates when these Terms of Service were last changed. Your continued use of the Vudu Service will constitute your acceptance of the most current Terms of Service.

Description of Vudu Service:

The Vudu Service is provided by Vudu, Inc. The Vudu Service is an Internet-based home entertainment service that provides access to a library of movies, images, television shows, artwork and/or other episodic content ("Content") through your computer or mobile device, your Internet-capable television and/or a proprietary device manufactured by Vudu or a third party who is licensed to incorporate the Vudu Service into its device(s) (collectively, the "Vudu Devices"). Please direct all questions regarding the Vudu Service to support@vudu.com.

Vudu reserves the right to change how it operates the Vudu Service. You should not consider any description of how the Vudu Service works to be a representation or obligation with respect to how the Vudu Service will work in the future.

Activating the Vudu Service:

To access and use the Vudu Service, you must open an account online (“Vudu Account”). During online setup of your Vudu Account, these Terms of Service will be provided electronically. You can access a printable/downloadable version of these Terms of Service by visiting <https://www.vudu.com/termservice.html>

Vudu Service Minimum Requirements:

YOU MUST HAVE HIGH-SPEED INTERNET CONNECTIVITY, A VUDU ACCOUNT AND A DEVICE COMPATIBLE WITH THE VUDU SERVICE TO USE THE VUDU SERVICE. You will be responsible for all costs associated with procuring and maintaining the Internet connectivity and device(s) necessary to access and use the Vudu Service, including but not limited to any internet connectivity, data transmission or airtime fees charged by internet service providers or mobile phone carriers while accessing the Vudu Service or Content. The Vudu Service is available only, and Content can be accessed only from, within the United States of America, including the District of Columbia and Puerto Rico.

You Can Rent or Purchase Content:

Currently, you can either “rent” or “purchase” Content through the Vudu Service. When you order Content for rental, you will be granted a non-exclusive, non-transferable limited license to access, use in accordance with any additional terms that may be provided with your Vudu compatible device, and view the Content within the applicable exhibition period. When you purchase Content, you will be granted a non-exclusive, non-transferable limited license to access, use in accordance with any additional terms that may be provided with your Vudu compatible device, and view the Content as often as you like subject to the applicable restrictions described below.

Vudu Credits/Promotional Codes:

From time to time, you may be offered Vudu credits or promotional codes which allow you to rent or purchase Vudu Content. Such credits or promotional codes are intended for your use only and are not to be transferred or sold by you. Vudu reserves the right to restrict access to Content redeemable with Vudu credits or promotional codes in the event of a violation of these Terms of Service.

Free Trial:

If you are a first-time user of the Vudu Service, you may be eligible for free Vudu movie credits to use to experience the Vudu Service. The credits will be valid for use for up to one month, or as otherwise specified when you sign up for your Vudu Account. To view any specific details about your Vudu movie credits, visit the Website and click on the “Your Account.” Free credits provided to first time users may not be combined with any other offers. If you or another member of your household has opened a Vudu Account within the last 12 months, you may not be eligible to receive free credits.

Exhibition Period:

Exhibition periods for Content will vary depending on the method of purchase or rental and the Content being purchased or rented. When you purchase or rent Content, it is your responsibility to review any additional terms of use provided to you. Such additional terms of use may set forth restrictions upon your window of time to initiate viewing of content and, once initiated, the duration of time you have to complete viewing such Content. If no additional terms concerning timing and duration of viewing the Content apply to your order, then the following general terms may apply:

- If you rent Content, you will typically have 30 days to initiate viewing. Once initiated, viewing must typically be completed within 24 hours or before the end of the 30th day from date of initiation, whichever occurs sooner.
- If you purchase Content, you may view it for as long as you (i) are capable of accessing the Vudu Service, and (ii) maintain an active Vudu Account.

Vudu's authority to provide Content to you is subject to restrictions imposed by the movie studios and other distributors that make Content available to Vudu ("Content Providers"). These Content Providers may designate limited periods of time when Vudu is prohibited from renting, selling and/or streaming certain Content to you, including Content that you have previously purchased. You will be able to again rent, purchase and/or view such Content at the conclusion of these restricted periods.

If you have questions concerning the availability of Content that you have ordered, please contact Vudu at support@vudu.com.

Billing:

By using the Vudu Service, you expressly authorize Vudu to charge any applicable rental, subscription or purchase fees and any other charges you incur in connection with your use of the Vudu Service, plus any applicable taxes, to the payment method you provided during registration (or to a different payment method if you change your account information). The fees and charges for selected Content, applicable taxes and any other fees incurred will automatically be charged to your payment method in your Vudu Account.. Fees are payable only in U.S. dollars. Vudu may change the fees and charges in effect or add new fees and charges, upon reasonable notice to you from time to time (which may include posting the changes or additions on the Apps or Website). There may be a temporary disruption of your access to the Vudu Service until Vudu can verify the validity of any new credit or debit card information. Pricing errors may occur on the Website and Apps. In the event of a pricing error, Vudu reserves the right to restrict your access to Content, with no further obligations to you, even after your receipt of Content or confirmation of Content availability.

Cancellation and Refunds:

You may cancel your Vudu Account at any time by contacting Vudu Customer Support at support@vudu.com. Any remaining cash balance in your Vudu Account will be refunded at that time. Any charges and fees paid for Content are non-refundable. **Any Vudu Credits you may have accrued are non-refundable and nontransferable.**

Content purchased on Vudu is nontransferable and will be deleted from your Vudu Device(s) and your Vudu Account upon cancellation of your Vudu Account. Cancellation of your Vudu Account will also terminate your access to Content that you have purchased and/or rented. Once your account has been closed, you will not be able to re-open your Vudu Account in the future.

Additionally, in the event of a refund by Vudu (which Vudu may or may not grant in its sole discretion) for any reason other than termination or cancellation of your Vudu Account, Vudu will terminate your access to any Content for which a refund was provided.

Content Restrictions:

You understand and agree that the Content is licensed by Vudu from Content Providers. Copyrights in the Content are owned by the Content Providers and protected by the copyright laws of the United States, as well as other intellectual property laws and treaties. Except as expressly provided in these Terms of Service, no right, title or interest in the Content is transferred to you. All Content is licensed to you, and is not sold, transferred or assigned to you. Subject to your compliance with these Terms of Service, you have a limited right to access the Content solely for your personal, non-commercial use and only on devices compatible with the Vudu Services. You may not edit, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, translate, create derivative works from, transfer, alter, adapt, sell, rent, lease or sublicense any Content, or facilitate any of the foregoing. Without limiting the generality of the foregoing, you may not (i) show any Content to any public audience or view it in a public location; (ii) duplicate, reproduce, transfer, record or create copies of Content or any portion thereof (including, without limitation, by "burning," P2P file-sharing, posting, uploading or downloading) onto any physical medium, memory or device except as permitted herein, including, without limitation, CDs, DVDs, VCDs, portable media devices, computers or other hardware or any other medium now known or hereinafter devised. You may not attempt to circumvent, avoid, bypass, remove, deactivate, impair or otherwise defeat any encryption, rights signaling or copy protection technology in which the Content is wrapped or otherwise associated. You may not decompile, copy, reproduce, reverse engineer, disassemble or otherwise reduce the computer file in which the Content is stored to a human-readable format. Any unauthorized copying or other activities that infringe upon the intellectual property rights of the Content Providers/owners of the Content is prohibited, and you expressly agree to the automatic termination of the Vudu Service if you engage in any infringing activities. Upon any such termination, the Content will be deleted from your Vudu Device(s). Except as specifically granted herein, all rights to the Content are reserved by the owners of such Content.

InstaWatch:

You may have the opportunity to stream an electronic copy of eligible physical disc(s) purchased from Vudu, from participating stores via InstaWatch, or from Walmart.com via InstaWatch. For Blu-ray™ purchases, you would receive the HDX quality digital copy. For DVD purchases, you would receive the SD quality digital copy. Sometimes the DVD or Blu-ray version of a title varies from the digital version. Vudu will provide the digital version of the title that we determine is comparable to the version you purchased. If you purchase a Blu-ray or DVD title that includes additional content (such as additional audio tracks or other “bonus features”), this content may not be included in the version added to your Vudu library.

For purchases of DVDs or Blu-rays from Vudu, disc orders are fulfilled and shipped by Walmart.com. Once confirmed, orders cannot be canceled or changed.

For purchases from participating stores or from Walmart.com, InstaWatch requires the following: a) a current and valid Vudu account (you may use your Walmart.com credentials to register for a Vudu account) b) proof of registration of your Walmart.com account or Vudu Account, as instructed by Walmart upon purchase of any eligible physical disc(s); and (c) scanning your receipt containing the eligible DVD or Blu-ray Disc purchase with the Walmart.com application or providing your phone number at checkout when you purchase an eligible DVD or Blu-ray Disc (if available).

Additionally, certain physical discs purchased may require you to register on a third party site or otherwise meet requirements of such third party sites (e.g., Movies Anywhere™, etc.). We will not bill you for eligible digital downloads via InstaWatch but require you to maintain an accurate method of payment (i.e. current valid credit card) on file for other purchases you may make and for fraud prevention purposes.

To make InstaWatch available to you, we may need to request certain information from you during check-out at participating stores or on Walmart.com. We request this information to verify your participation in InstaWatch and to identify eligible disc purchases. Provision of such information is not required to complete your purchase but is necessary to allow you to redeem your electronic copy.

To use InstaWatch, or to buy DVDs or Blu-ray discs on Vudu, you agree that (i) Walmart, its subsidiaries, affiliates, or other members of the Walmart corporate family can share your purchase information with Vudu, which is an affiliate of Walmart, and (ii) Vudu can share your purchase information with Walmart and other Walmart subsidiaries, affiliates, or other members of the Walmart corporate family. If you purchased a physical disc at Walmart.com, order fulfillment times to receive your electronic copy may vary. An email will be sent to you after fulfillment of your order.

InstaWatch Returns:

If you watch any portion of the electronic copy provided to you as part of InstaWatch, or from a DVD or Blu-ray purchase on Vudu, you will not be permitted to return any physical discs

purchased by you even if such physical disc is unopened and in its original packaging and Vudu reserves the right to charge you a rental or ownership fee for such electronic copy. Similarly, if you return such physical disc before streaming the electronic copy, Vudu will revoke your access to such electronic copy.

Disc to Digital:

You may have the opportunity to convert your physical Blu-ray and DVD discs into electronic copies that may be stored and viewed through the Vudu Service via the In-Home and Mobile (In-App) Disc to Digital programs. The In-Home and Mobile Disc to Digital programs are only available for physical Blu-ray™ and DVD titles that have been legitimately purchased and are presently owned by you and have not been previously used in a Disc to Digital conversion. You may convert a maximum of one hundred physical Blu-ray™ and DVD titles per calendar year for the Mobile Disc to Digital program. Additionally, you may only scan to convert your Blu-ray™ and DVD titles while those titles are eligible for the In-Home or Mobile Digital to Disc programs.

Vudu Disc to Digital is patent pending.

Digital Movie Cards:

Digital Movie Cards allow you to purchase digital movies at Walmart locations for viewing with a Vudu account. Digital Movie Cards may be available at Walmart store locations. Cards have no value until they are activated upon purchase at the register. Keep your receipt. Vudu and Walmart are not responsible for lost or stolen receipts. Digital Movie Cards may not be returned.

Digital Content Management:

Your use of certain Content and programs through Vudu, including the Disc to Digital program, may require you to create an account with the Movies Anywhere™ content management service and link to your Vudu Account. Please click on the following link to access more information on Movies Anywhere™, including the Movies Anywhere™ Terms of Use:

www.moviesanywhere.com.

Content Selection:

We will determine the selection, availability and quality of all Content provided on the Vudu Service. The selection, quality and availability of the Content offered can/may be unique to each Vudu Account and Vudu-compatible device. Not all Content on the Vudu Service is available at all times to all users. For example, Content that is available for rental may not be available for purchase and Content that is available for purchase may not be available for rental. Not all Content is appropriate for all users. If you are a parent, it is your responsibility to monitor the Content selections and viewing habits of your children. You can set certain parental controls in your account profile that allow you to control the availability of and/or access to certain Content.

Device Limits:

You may link up to eight (8) Vudu Devices to your Vudu Account to view Content (each, a “Linked Device”), provided such Linked Device may only be linked to a single Vudu Account at a given time. NOTE: Computers that stream content via the Internet are not required to be linked to your Vudu Account and will not be considered a “Linked Device”; provided, however, that any computer that is used to download Content via the Vudu To Go service will require a link to your Vudu Account and will be considered a “Linked Device.”

Vudu Community/Your Personal Information:

Vudu offers you several ways to share your Vudu experience with others and share information and interact with other members of the Vudu community through the Website, Apps and/or a Vudu Device (the “Vudu Community”). Because the features of the Vudu Community are always changing and improving, available features and information shared may change from time to time. These changes may take place without notice to you and may not be described in Vudu’s Terms of Service.

THEREFORE, BY USING THE VUDU COMMUNITY FEATURE AND ALL RELATED FEATURES, YOU CONSENT TO THE RELEASE OF INFORMATION ABOUT YOU TO A PUBLIC FORUM, INCLUDING OTHER MEMBERS OF THE VUDU COMMUNITY, USERS OF THE VUDU SERVICE AND OTHER VISITORS TO THE WEBSITE AND APPS. IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING ANY PERSONAL INFORMATION YOU CHOOSE TO SHARE, TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE VUDU COMMUNITY FEATURES.

Use of the Vudu Community features is for your personal, non-commercial use, and your use of such features is at your own option and risk. Vudu Community contains several different elements (e.g. blog, forum, etc.), each with its own degree of associated information sharing and features. These elements may change without notice to you, and the degrees of associated information sharing and functionality may also change without notice.

Customer Privacy:

Vudu collects and maintains personally identifiable information concerning our customers. This information includes, but is not limited to, billing records, maintenance and repair records, marketing information and customer feedback. Vudu maintains a privacy policy that may be accessed through our Website at: <https://www.vudu.com/privacypolicy.html>, which is the Walmart Inc. Privacy Policy. The privacy policy may be updated from time to time.

Your Submissions:

You hereby grant to Vudu a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) any Submissions (as defined below), in any media or medium, and in any form, format, or forum now known or hereafter

developed. Vudu may sublicense its rights in Submissions through multiple tiers of sublicenses. Vudu is, and will be, under no obligation (1) to maintain any Submission in confidence; (2) to pay any compensation for any Submission; or (3) to respond to any Submission. You hereby grant to Vudu the right to use any name associated with any Submission that you make available to Vudu, although Vudu has no obligation to exercise such right, or to otherwise provide any attribution for any Submission.

“Submissions” means any submissions (e.g. e-mails, letters, postings to chat rooms, boards or contests), feedback, creative suggestions, ideas, notes, drawings, concepts or other information through the Vudu Service, your Vudu Account or any social media account Vudu may maintain from time to time (e.g., Twitter, Facebook, etc), that you may send to us or otherwise through the Vudu Service.

The content of any Submissions must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or objectionable, and must not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You must not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of the Submissions. We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the Website or Apps, or analyze your access to or use of the Website or Apps. We may disclose information regarding your access to and use of the Website or Apps, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

Your Conduct on the Website and Apps:

You must use the Vudu Service (including its associated features, content and functionalities), the Website, and the Apps only in accordance with all applicable laws, rules and regulations. In addition, you must not upload, post, e-mail or otherwise send or transmit any Submissions and/or other material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Vudu Service, the Website or the Apps. You must not interfere with the servers or networks connected to the Vudu Service, the Website or the Apps, or violate any of the procedures, policies or regulations of networks connected to the Vudu Service, the Website or the Apps. You must not impersonate any other person while using the Vudu Service, the Website or the Apps, or the Vudu Community, and you must not conduct yourself in a vulgar or offensive manner while using the Vudu Service, the Website or the Apps, or Vudu Community.

Account Access:

You are solely responsible for the activity on your Vudu Account, including, but not limited to, any and all purchases made from your Vudu Account, maintaining the confidentiality of your Vudu Account password and restricting access to your Vudu Device(s). You acknowledge and agree that you assume full responsibility for the conduct of those to whom you disclose your account information or password. If you use a public or shared computer or unprotected mobile

device, you should always log out at the end of each visit to the Website. As an additional security measure, the parental controls in your account management profile allow you to restrict purchasing through your Vudu Account by requiring that a passcode be entered before finalizing any purchase. If you believe that you may be victim of identity theft involving your Vudu Account, you should notify customer service and report any information about this instance to your card issuers and local law enforcement. Vudu reserves the right to place any account on hold at any time with or without notification to you in order to protect itself and its partners from what it believes to be fraudulent activity. Vudu is not obligated to credit or discount a membership for holds placed on the account by either a representative of Vudu or by the automated processes of Vudu.

Termination by Vudu:

We reserve the right to terminate your Vudu Account and/or your access to and use of the Vudu Service at any time with or without cause. If your Vudu Service is terminated for any reason, your credit card will be refunded any U.S. dollar balance that remains in your Vudu Account. We have no obligation to refund fees paid for Vudu Devices or any value, monetary or otherwise, you may have accrued as Vudu Credits.

Operational Limits/Force Majeure:

The provision of the Vudu Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Vudu Service, including Vudu's ability to stream rented or purchased movies to you, may occur as normal events in the provision of the Vudu Service and that Vudu is not liable for such interruptions. You further understand and agree that Vudu is not liable for any failure of performance due to any cause beyond its reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action or request by any government, civil or military authority, suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

Additional Restrictions:

Vudu reserves the right to cancel or suspend any transaction, or place any account on hold at any time with or without notification to you in order to protect itself and its partners from what it believes to be fraudulent activity or a misuse of Vudu Service or violation of these Terms of Service. Vudu is not obligated to refund a cancelled or suspended transaction, or to provide any credits or other reimbursement for an account placed on hold.

You will not, and will not allow anyone else to, open, tamper with or reverse engineer, decompile or disassemble your Vudu Device(s) (or any software contained within) or make any modifications, additions, attachments or alterations to the Vudu Device(s) (or any software contained within). Additionally, you agree not to, or attempt to, disclose or circumvent any security measures utilized as part of the Vudu Service or Vudu Device(s) (or the software

contained within). You understand and acknowledge that the Vudu Service and Vudu Devices (or the software contained within) incorporate and utilize propriety technologies, materials and Content of Vudu, the Content Providers and other third-party licensors that are protected by copyright, patent, trade secret and other laws and that any use or disclosure of the Vudu Service, Content or Vudu Devices (or the software within) contrary to these Terms of Service or any copying of the materials and/or Content residing in the Vudu Devices will result in substantial damages to us or our licensors and subject you to civil liabilities and/or criminal penalties. The software contained within Vudu Devices uses libraries from the FFmpeg project under the LGPLv2.1. Vudu does not own FFmpeg. Information on FFmpeg and the LGPLv2.1, including ownership and usage, can be found at <http://ffmpeg.org>. The restrictions on reverse engineering set forth in these Terms of Service do not apply to FFmpeg.

Age Restrictions; Parental Controls:

While Vudu does distribute Content that may be watched by children, not all Content is appropriate for children. If any children watch Content through your Vudu Account, you are responsible for those viewing selections. The Vudu Service includes parental control features that lets you restrict access to certain Content based on the rating system of the Motion Picture Association of America and on rating metadata from Common Sense Media®. The Vudu Service also includes access to a feature powered by ClearPlay®, a third party service that allows you to skip past or mute Content based on your sensitivities to language, sex and violence. You can access these features in your Vudu Account profile. Vudu shall have no liability if a child or you, through mistake or otherwise, views Content that may be objectionable to you or the child.

Moreover, if you are a parent or legal guardian entering into these Terms of Service for the benefit of a child younger than 18, you are fully responsible for his or her use of the Vudu Service, including all charges and liability that he or she may incur.

Apps:

The Apps are licensed (not sold) to you. Subject to your compliance with these Terms of Service, and solely for so long as you are permitted by Vudu to use the Apps, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Apps on a mobile device that you own or control, solely for your personal, non-commercial use. You must not reverse engineer, decompile or disassemble any portion of the Apps, except where such restriction is expressly prohibited by applicable law. If you fail to comply with any of the terms or conditions of these Terms of Service, you must immediately cease using the App and remove (that is, uninstall and delete) the App from your mobile device.

Export Controls:

You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction,

or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

Digital Millennium Copyright Act:

Vudu respects the intellectual property of others. If you believe that your work is accessible on the Website or Apps in a way that constitutes copyright infringement, please see our DMCA Procedure (available at https://help.walmart.com/app/answers/detail/a_id/254) for instructions on how to contact us to report possible copyright infringement.

Links to Third Party Websites:

References on Apps and Website to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Vudu is not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which the Apps or Website operate or otherwise interact, nor is Vudu responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy).

Third-Party Software & Licensing Notices:

Next-Gen Extras (Extras+ on Mobile)

Portions of the Next-Gen Extras functionality are Copyright 2016 Warner Brothers and are licensed under the Apache License, Version 2.0 (the “License”). You may not use this file except in compliance with the License. You may obtain a copy of the License at <https://github.com/warnerbros/cpe-manifest-ios-experience/blob/master/LICENSE>

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NEITHER VUDU NOR THE CONTENT PROVIDERS ASSUME ANY LIABILITY FOR ERRORS OR OMISSIONS IN THE VUDU DEVICES, VUDU SERVICE (INCLUDING CONTENT ON THE WEBSITE OR APPS), OR CONTENT OR ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE VUDU DEVICES, VUDU SERVICE (INCLUDING THE WEBSITE AND APPS), OR CONTENT. YOU AGREE THAT VUDU MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE VUDU SERVICE, VUDU COMMUNITY FEATURES OR ANY OTHER ASPECTS OF THE VUDU SERVICE AT ANY TIME, WITHOUT COMPENSATION OR NOTICE TO YOU. VUDU'S SOLE OBLIGATION FOR ANY MALFUNCTIONING VUDU DEVICES SHALL BE AS SET FORTH IN VUDU'S PUBLISHED LIMITED WARRANTY AGREEMENT. YOU AGREE THAT NO OTHER EXPRESS OR IMPLIED WARRANTIES WILL APPLY TO THE VUDU SERVICE OR VUDU DEVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, VUDU AND THE CONTENT PROVIDERS DISCLAIM ANY WARRANTIES OF SATISFACTORY QUALITY, NONINFRINGEMENT, TITLE OR QUIET ENJOYMENT AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE BY VUDU OR CONTENT PROVIDERS, SHALL VUDU, CONTENT PROVIDERS OR ANY OF THEIR OR VUDU'S DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, BASED UPON A CLAIM OF ANY TYPE OR NATURE (INCLUDING, BUT NOT LIMITED TO, CONTRACT AND TORT, INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY) OR CLAIMS ARISING FROM ANY OF THE FOLLOWING: (i) ANY INABILITY TO USE THE VUDU DEVICES OR USE OR ACCESS THE VUDU SERVICE OR CONTENT; (ii) THE TERMINATION OF THE VUDU SERVICE; (iii) THE INSTALLATION, INSPECTION, REPAIR, REPLACEMENT OR REMOVAL OF YOUR VUDU DEVICES, (iv) ERRORS OR OMISSIONS IN THE CONTENT; OR (v) ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE AVAILABILITY OF THE VUDU SERVICE (INCLUDING THE WEBSITE AND APPS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL VUDU'S OR CONTENT PROVIDERS' TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE VUDU SERVICE, VUDU DEVICES OR CONTENT, INCLUDING ANY FEATURES ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE FEES PAID BY YOU DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM AROSE. THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES DESCRIBED ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT OF APPLICABLE LAW.

Indemnity:

You agree to indemnify, defend and hold Vudu and its affiliates, officers, agents, co-branders, licensors, partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your misuse of the Vudu Service or Vudu Devices, Website or Apps, or any breach by you of these Terms of Service. Vudu reserves the right, at its expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Vudu if and as requested by Vudu in the defense and settlement of such matter.

Disputes & Arbitration; Applicable Law:

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the Vudu Service or Vudu Devices or Content constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and Vudu will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND VUDU, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT VUDU AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <https://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <https://www.jamsadr.com/consumer-minimum-standards/>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Service and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Service, but only to the extent necessary to provide relief warranted by the

individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing: (a) nothing in these Terms of Service will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you; and (b) nothing in these Terms of Service will preclude either of us from seeking and obtaining temporary injunctive relief in any court of competent jurisdiction with respect to any actual, alleged or threatened infringement, violation or misappropriation of intellectual property rights.

These Terms of Service will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of California, without regard to conflicts of law principles.

Mobile Device Communications:

By creating a new account with a phone number or adding a phone number to an existing account, you consent to receiving communications, which may include phone calls or SMS messages, from Vudu regarding your account and Vudu offerings. You agree that you are the primary owner of that phone number and that the information provided is accurate. Standard message and data rates may apply. Messages will be sent from an automatic telephone dialing system and messages may include an artificial or pre-recorded voice. Your agreement to receive those messages is not a condition of purchase or required to receive services.

You may opt out of receiving SMS and telephone communications from Vudu at any time by texting the word 'STOP' to MyVudu (698838) and Vudu will send you a single SMS text message indicating that you will no longer receive any SMS or telephone communication from Vudu. For additional help, you can text 'HELP' to MyVudu (698838) or email customer support at support@vudu.com. For information about email communications and preferences, refer to the [Privacy Policy](#).

Supported carriers currently include: ACS Wireless, AIO Wireless, AT&T, Bluegrass Cellular, Boost, Carolina West Wireless, Cellcom, Cellular One, Cellular One of East Central Illinois, Cellular South, Chat Mobility, Cincinnati Bell, Cricket, ECIT, Element Wireless, GCI, Golden State Cellular, Illinois Valley, Immix Wireless, Inland Cellular, iWireless, LongLines Wireless, MetroPCS, Nex-Tech, Northwest Missouri Cellular, NTelos, Plateau Wireless, PTCI, Sprint, T-Mobile, Thumb Cellular, U.S. Cellular, Verizon Wireless, Virgin Mobile USA, West Central Wireless and other carriers that may be added from time to time. SMS communications may not be compatible with all handsets.

Additionally information regarding Vudu's privacy practices can be accessed at: <https://www.vudu.com/privacypolicy.html>

Information or Complaints:

If you have a question or complaint regarding the Vudu Service (including the Website or Apps) or your bills, please send an e-mail to support@vudu.com. You may also contact us by writing to Vudu, Inc., 600 W. California Ave, Sunnyvale, CA 94086, or by calling us at (888) 554-8838.

Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Apple-Specific Terms:

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of an App that is compatible with the iOS operating system of Apple Inc. (“Apple”, and any such App, an “iOS App”). Apple is not a party to these Terms of Service and does not own and is not responsible for any iOS App. Apple is not providing any warranty for any iOS App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for any iOS App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to any iOS App, including any third-party product liability claims, claims that an iOS App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of an iOS App, including those pertaining to intellectual property rights, must be directed to Vudu in accordance with the “*Information or Complaints*” section above. The license you have been granted in these Terms of Service is limited to a non-transferable license to use each iOS App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service, except that any iOS App may also be accessed and used by other accounts associated with you via Apple’s Family Sharing or volume purchasing programs. In addition, you must comply with the terms of any third-party agreement applicable to you when using an iOS App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms of Service and, upon your acceptance of the terms and conditions of these Terms of Service, will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary thereof; notwithstanding the foregoing, Vudu’s right to enter into, rescind or terminate any variation, waiver or settlement under these Terms of Service is not subject to the consent of any third party.

Severability:

If any provision of these Terms of Service is deemed unlawful, void or for any reason unenforceable, then that provision shall be severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

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