

TERMS OF USE AND PURCHASE TS&CS

PLEASE READ THESE TERMS (WHICH INCLUDE THE PURCHASE TS&CS AT SECTION 6 BELOW) CAREFULLY—THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, AND, FOR BUSINESS USERS, INCLUDE CERTAIN WAIVERS OF RIGHTS, LIMITATIONS OF LIABILITY, AND CERTAIN INDEMNITIES FROM YOU TO US.

Welcome and thank you for using a service provided by Warner Bros. Studios Leavesden Limited (a company registered in England with company number 00330764) with registered address at 98 Theobald's Road, London, WC1X 8WB, and/or its affiliates and subsidiaries ("**Warner**", "**we**," "**us**", or "**our**"). These Terms are a legally binding agreement between you and Warner and govern your use of our online, digital, or mobile services, including our websites, digital content (including software and games), applications, and any of our other services in connection with which these Terms are posted or from which they are linked (collectively, the "**Warner Sites & Services**").

Certain aspects of the Warner Sites & Services may be subject to additional terms and conditions, a link to which is set out on the website or app on which the Warner Sites & Services are made available (collectively, "**Additional Terms**"). Such Additional Terms may be with a different Warner entity, and may include, among other things, particularized age requirements, codes of conduct, sweepstakes and contest rules, and payment or subscription terms. When Additional Terms are made available in connection with any aspect of the Warner Sites & Services, those Additional Terms also apply to your use of that aspect of the Warner Sites & Services and control to the extent of a conflict with these Terms.

By accessing or using the Warner Sites & Services, you agree to be bound by these Terms and any applicable Additional Terms (which are incorporated herein by reference) and consent to our collection and use of your information as described in our Privacy Policy. If you do not wish to be bound by these Terms or Additional Terms, do not access or use the Warner Sites & Services.

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1. Changes to these Terms and the Warner Sites & Services

We reserve the right, in our sole discretion, to modify these Terms for necessary operational, security, legal or regulatory reasons (including applicable Additional Terms) and the Warner Sites & Services from time to time. You agree that we may notify you of changes to the Terms or policies by posting them on the Warner Sites & Services and they shall take effect 30 days after such notification and you may then contact us to end the agreement before the changes take effect and receive a refund for any products paid for but not received. If you continue to use the Warner Sites & Services after such 30 day period (and, if you have purchased paid-for services or digital content and do not exercise your applicable cancellation rights after such 30 day period), you agree that your continued use of the Warner Sites & Services (and, if you have purchased paid-for services or digital content, your continued use of them) after such notice constitutes your agreement to the modified Terms and policies, which will govern your ongoing use of the Warner Sites & Services. Thus, you should review the posted Terms and applicable Additional Terms each time you use the Warner Sites & Services.

2. Your Representations

By accessing, previewing, or otherwise using the Warner Sites & Services in any manner, you agree that you are over 18 years of age, or that you have obtained parental or guardian consent to do so. You agree that you have read, understand, and agree these Terms and any applicable Additional Terms, and that you have read and understood, the data collection and use practices set forth in our [Privacy Policy](#).

3. The Warner Service

- 3.1 Warner grants you a limited, non-exclusive, non-sublicensable, non-transferable, and fully revocable licence to access, view, and use the Warner Sites & Services for your personal, non-commercial use solely as provided by these Terms and as expressly permitted by the features and functionality of the Warner Sites & Services, subject to your material compliance with these Terms and all applicable Additional Terms. The Warner Sites & Services may allow you to view, preview, select, stream, and access certain content, including but not limited to video, audio, graphics, photos, and text (collectively, “**Content**”). Such use may be limited (for example, to supported devices or by number of simultaneous streams per account; by geographic region; by time window; by subscription level; or otherwise, and access will require your use of an approved device with sufficient connectivity).
- 3.2 The Warner Sites & Services and Content are protected by copyrights, trademarks, service marks, or other intellectual property rights that are owned by Warner or its licensors. Warner respects the intellectual property rights of others and asks that you do the same. Any unauthorized use of Content or any other aspect of the Warner Sites & Services, or any portion thereof, will constitute a violation of copyright or other intellectual property rights, and Warner reserves the right to fully prosecute such violations and enforce its rights to the fullest extent of the law, including seeking both civil and criminal penalties. Violation of this Agreement gives Warner the right to terminate the licence granted to you herein. Any authorization to copy material granted by Warner in any part of the Warner Sites & Services for any reason is restricted to viewing a single copy for non-commercial, personal, entertainment use only, unless otherwise specified, and is subject to your keeping intact all copyright, trademark, and other proprietary notices.
- 3.3 Except as expressly provided herein, Warner does not grant you any additional express or implied right to the Warner Sites & Services or Content.

- 3.4 No aspect of the Warner Sites & Services constitutes legal, financial, medical, or other category of professional advice.

4. **User Accounts**

4.1 ***Account Creation***

You may be required or permitted to create user accounts (each an “**Account**”) in order to access or use certain aspects of the Warner Sites & Services. If you open an Account or otherwise access the Warner Sites & Services on behalf of a company, organization, or other entity (a “**Business User**”), then you represent and warrant that you have the authority to also bind the Business User to these Terms, and hereby do so, and both you and the Business User will be responsible for any breach of this Agreement. You acknowledge and agree that you have no ownership or other proprietary interest in any Account. You agree that all of the details you provide in connection with your Account are about yourself or an applicable Business User and not about another individual or entity (whether real or fictitious), and that such details will be maintained by you as correct, current, and complete.

4.2 ***Investigations, Suspensions, and Termination***

- 4.2.1 if Warner reasonably believes the information you provide is not correct, current, or complete, or that you have otherwise violated these Terms or any applicable law, Warner reserves the right in its reasonable discretion to investigate any actual or suspected violation of these Terms and to determine whether to suspend or terminate your Account and refuse you access to your Account, the Warner Sites & Services, or the Content (or any portion thereof). You agree that Warner may report your conduct, activity, or identity to law enforcement or other appropriate authorities, take appropriate legal action against you, respond requests for information regarding your Account or use of the Warner Sites & Services, or otherwise take action to protect our rights and the rights of any third party. IF YOU ARE A BUSINESS USER: BY ACCEPTING THESE TERMS, YOU WAIVE ANY CLAIMS RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN BY WARNER DURING OR AS A RESULT OF THESE INVESTIGATIONS.

- 4.2.2 We reserve the right to modify, discontinue, or temporarily suspend any or all of the Warner Sites & Services for necessary operational, security, legal or regulatory reasons or if, for any reason beyond our reasonable control, we are unable to provide the Warner Sites & Services and, in the case of more significant changes, you may then contact us to end the agreement before the changes take effect and receive a refund for any Services paid for but not received. However, nothing in these Terms or the Additional Terms affects your statutory rights. For detailed information on your statutory rights, please contact your local Trading Standards body or visit the Citizens Advice website at www.adviceguide.org.uk.

4.3 ***Account Security***

You may not use anyone else’s Account at any time and you may not allow anyone else to use your Account at any time. You are responsible for all activity occurring under your Account, including all activities or transactions conducted through the use of your Account. You are responsible for maintaining the confidentiality of your Account username and password, and agree not to disclose your username and password to anyone. You agree not to transfer, resell, or otherwise convey your Account or the right to use your Account to anyone. If you are a Business User, you agree that Warner will not be liable for any loss you may incur as a result of someone

else using your Account, either with or without your knowledge. You also agree that any information you provide is offered at your own risk, and that Warner will process it in accordance with our Privacy Policy. If you have reason to believe that your Account is no longer secure, you must: (i) promptly change your password; and (ii) immediately notify us of the problem through our [Customer Service](#) contact page. Warner may require you to change your Account username and password.

5. Mobile Devices

5.1 *Wireless Charges*

You are solely responsible for all charges from your wireless and internet providers including any data and messaging fees that you may incur if you use mobile devices to interact with the Warner Sites & Services or to receive communications from Warner.

5.2 *Mobile Software*

5.2.1 Warner may make certain mobile software applications (“**Apps**”) available for download in connection with the Warner Sites & Services. You may only use Apps on approved devices, for your own use. You are not permitted to modify, transfer, or distribute any Apps. Warner does not guarantee that the Apps will be compatible with your device. Warner may choose to make available updates, bug fixes, or other changes or enhancements to the Apps from time to time; such updates may be automatic, at your election, or mandatory if you wish to continue using the Apps, at Warner’s reasonable discretion.

5.2.2 You may not use or otherwise export or re-export the Apps, or any other software provided as part of the Warner Sites & Services, into any U.S. embargoed countries or to any persons listed as prohibited under applicable law or regulation, or on any way that is not authorized by United States law and the laws of the jurisdiction in which the software was obtained.

5.3 *iTunes App Store*

The additional terms in this Section 5.3 apply only to your use of Apps downloaded through Apple Inc.’s (“Apple”) iTunes App Store (“iTunes Apps”). You agree that this Agreement is solely between you and Warner, not Apple, and that Apple is not responsible for iTunes Apps or their content. Apple has no obligation whatsoever to furnish any maintenance or support services in connection with iTunes Apps. You will not involve Apple in any claims relating to your use of iTunes Apps, or in any third-party claims alleging infringement of intellectual property rights by the iTunes Apps. You agree to comply with all third-party agreements in connection with your use of iTunes Apps (for example, your wireless provider agreement). Finally, you agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the Agreement solely for the purpose of enforcing the applicable terms against you in connection with your use of iTunes Apps.

6. Purchase Ts&Cs

6.1 *General Purchase Ts&Cs – Applicable to consumers and Business Users*

6.1.1 Certain aspects of the Warner Sites & Services may require payments. If you use those aspects of the Warner Sites & Services, you agree to the applicable pricing and payment terms and to the

terms set out in this section 6 (“**Purchase Ts&Cs**”). Such terms will be displayed in connection with that aspect of the Warner Sites & Services requiring payment. Warner may update pricing and payment terms at any time on reasonable notice, with any changes to subscription fees taking effect upon the conclusion of your current subscription term unless otherwise specified. If you do not accept the pricing and payment terms updates, you may contact us before the changes take effect and receive a refund for any Warner Sites & Services paid for but not received. The transaction is with the specific Warner entity identified by the aspect of the Warner Sites & Services used to make the purchase.

- 6.1.2 All payment transactions are administered by a third-party payment processor or third-party store. Warner is not responsible or liable to you for any credit card, bank-related, or other financial service charges and fees related to your transactions. You represent and warrant that all payment information you provide is correct, current, and complete. You agree to pay all applicable charges (including any applicable taxes) billed to your chosen payment method. We reserve the right to refuse or cancel transactions, including due to pricing or other typographical errors.
- 6.1.3 Our acceptance of your order for paid-for services and digital content (e.g. video games) will take place when we email you to accept it, at which point a contract will come into existence between you and us governed by these Terms (and in particular these Purchase Ts&Cs). If we are unable to accept your order or are unable to provide the paid-for service or digital content requested, we will inform you of this and will not charge you for such service or digital content. This might be because the paid-for service or digital content is no longer available, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the paid-for service or digital content, or because we are unable to meet a delivery deadline you have specified.
- 6.1.4 If you are a Business User, all purchases are final and no refunds are available unless otherwise specified in applicable Additional Terms, including where your account is terminated or suspended preventing your access to paid aspects of the Warner Sites & Services, such as any remaining subscription terms. If you are a consumer, your cancellation and refund rights are set out in section 6.2 below.
- 6.1.5 Subscriptions: Subscriptions are purchases of only a limited, personal, non-transferrable, non-exclusive, non-sublicensable, non-assignable, and fully revocable licence to access the applicable portion of the Warner Sites & Services. Unless otherwise specified (at initial sign-up or subsequently), subscriptions may renew automatically (on notice if you are a consumer) at a rate not exceeding the rate for the prior subscription period. If you sign up for a free trial subscription (if available), and you wish to continue your subscription or your subscription renews automatically (on notice if you are a consumer), you will be automatically billed at the then-current rate at the conclusion of the free trial, subject to your right to cancel your subscription. You may cancel any automatically renewing subscription: (a) if you are a Business User, in accordance with applicable Additional Terms; and (b) if you are a consumer, in accordance with section 6.2 below and any applicable Additional Terms.

6.2 ***Purchase Ts&Cs applicable to consumers only***

6.2.1 **Making changes to the service or digital content**

- 6.2.1.1 Your rights to make changes. If you wish to make a change to the paid-for services or digital content you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the paid-for services or digital content, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you

wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract.

6.2.1.2 Our rights to make changes. We may change the paid-for services or digital content: (a) to reflect changes in relevant laws and regulatory requirements; or (b) to implement minor technical adjustments and improvements, for example to address a security threat. In relation to paid-for digital content, we may update or require you to update the digital content, provided that the paid-for digital content shall always match the description of it that we provided to you before you bought it.

6.2.1.3 The images on our website of the paid-for services and digital content are for illustrative purposes only. Although we have made every effort to display an accurate image of the paid-for service and digital content, your paid-for service and digital content may vary slightly from those images.

6.2.2 **Provision of the paid-for service or digital content**

6.2.2.1 When we will provide the paid-for service and digital content. During the order process we will let you know when we will provide the paid-for service and digital content to you. If they are ongoing services or subscriptions, we will also tell you during the order process when and how you can end your contract with us for the paid-for services and digital content.

6.2.2.2 We are not responsible for delays outside our control. If our supply of the paid-for service or digital content is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any service or digital content you have paid for but not received.

6.2.2.3 Reasons we may suspend the supply of paid-for service or digital content to you. We may have to suspend the supply of paid-for services or digital content to: (a) deal with technical problems or make minor technical changes; (b) update the paid-for service or digital content to reflect changes in relevant laws and regulatory requirements; or (c) make changes to the paid-for service or digital content as requested by you or notified by us to you (see sections 6.2.1.1 and 6.2.1.2).

6.2.2.4 Your rights if we suspend the supply of paid-for service or digital content. We will contact you in advance to tell you we will be suspending supply of the paid-for service or digital content, unless the problem is urgent or an emergency. If we have to suspend the paid-for service or digital content for 30 days or more we will adjust the price so that you do not pay for such service or digital content while they are suspended. You may contact us to end the contract for paid-for services or digital content if we suspend it, or tell you we are going to suspend it, in each case where Additional Terms apply, for the period set out in the Additional Terms, and we will refund any sums you have paid in advance for the paid-for service or digital content in respect of the period after you end the contract.

6.2.2.5 We may also suspend supply of the service or digital content if you do not pay. If you do not pay us for the service or digital content in accordance with these Terms, we may suspend supply of such services or digital content until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of such services or digital content. We will not charge you for such services or digital content during the period for which they are suspended.

6.2.2.6 We are under a legal duty to supply a paid-for service and digital content that is in conformity with these Terms.

6.2.3 **If there is a problem with the service or digital content you purchase**

6.2.3.1 We are under a legal duty to supply a paid-for service and digital content that is in conformity with these Terms. See below for a summary of your key legal rights in relation to the service and digital content you purchase (these are subject to certain exceptions and any applicable Additional Terms). Nothing in these terms will affect your legal rights.

6.2.3.1 If you are purchasing **digital content**, for example a mobile phone app or a subscription to a content streaming service, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality: (a) if your digital content is faulty, you're entitled to a repair or a replacement; (b) if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back; and (c) if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

6.2.3.2 If you are purchasing **services**, for example a subscription to newsletters via the post, the Consumer Rights Act 2015 says: (a) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it; (b) if you haven't agreed to a price beforehand, what you're asked to pay must be reasonable; and (c) if you haven't agreed to a time beforehand, it must be carried out within a reasonable time.

6.2.4 **Your rights to end the contract for paid-for services or digital content**

You can always end your contract for paid-for services or digital content with us. Your rights when you end the contract for paid-for services or digital content will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

6.2.4.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the digital content or replaced or a service re-performed, or to get some or all of your money back as described in section 6.2.3 above).

6.2.4.2 If you want to end the contract for paid-for services or digital content because of something we have done or have told you we are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any paid-for services or digital content which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the paid-for service or digital content or these Terms which you do not agree to;

(b) we have told you about an error in the price or description of the services or digital content you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the paid-for services or digital content may be significantly delayed because of events outside our control;

(d) we have suspended supply of the paid-for services or digital content for technical reasons, or notify you we are going to suspend them for technical reasons; or

(e) you have a legal right to end the contract for paid-for services or digital content because we have not met our obligations set out in this section 6.2.

6.2.4.3 **14-day Cooling-off period:** If you have just changed your mind about the paid-for services or digital content. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions – see below for further detail.

(a) How long you have to change your mind depends on what you have ordered and how it is delivered:

i. if you have bought digital content for download or streaming or virtual items, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind once downloading or streaming of digital content has begun.

ii. if you have purchased services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the 14 day period is still running. If you cancel after we have started the services but the services are not complete, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) You do not have a right to change your mind in respect of the following: (i) digital products after you have started to download or stream these; (ii) services, once these have been completed, even if the cancellation period is still running; or (iii) in any other circumstances identified in the applicable Additional Terms, subject to applicable law.

6.2.4.4 Ending the contract for paid-for services or digital content where we are not at fault and there is no right to change your mind. Even if we are not at fault and you no longer have a right to change your mind regarding the contract for paid-for services or digital content, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for digital content is completed when the digital content is delivered, downloaded or streamed and paid for. A contract for paid-for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know in accordance with section 6.2.5 below. The contract for paid-for services or digital content will end immediately and we will refund any sums paid by you for a service or digital content that has not been provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract for paid-for services or digital content. If the services you have purchased are a subscription and you want to cancel, you must cancel your subscription before it renews for a subsequent subscription period in order to avoid being charge for that subsequent subscription period.

6.2.5 **How to end the contract for paid-for services or digital content**

To end the contract for paid-for services or digital content with us, please let us know by doing one of the following:

- 6.2.5.1 by email - email us at customerservice@wb.com (or the email address specified in the applicable Additional Terms). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 6.2.5.2 By post - simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

You can use the cancellation form below as a template to populate and email or post to us:

CANCELLATION FORM

To Warner Bros. [INSERT ADDRESS AND COMPANY NAME WHERE KNOWN]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

6.2.6 Our rights to end the contract for the provision of a paid-for service or digital content

- 6.2.6.1 We may end the contract for paid-for services or digital content if you break it. We may end the contract for paid-for services or digital content at any time by writing to you if: (a) you do not make any payment to us when it is due; (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the paid-for service or digital content; or (c) you do not, within a reasonable time, allow us to deliver the paid-for service or digital content to you or collect it from us.
- 6.2.6.2 You must compensate us if you break the contract for paid-for services or digital content. If we end the contract for paid-for services or digital content in the situations set out in clause 6.2.6.1 we will refund any money you have paid in advance for the service or digital content that we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract for paid-for services or digital content.
- 6.2.6.3 In certain circumstances (see section 4.2.2 above) we may withdraw the paid-for services or digital content. We will let you know in advance of our stopping the supply of the paid-for service or digital content.

7. Virtual Items

- 7.1 The Warner Sites & Services may feature fictional credits, items, rewards, points, currency, or the like (collectively, “**Virtual Items**”). The Virtual Items may be used exclusively within the Warner Sites & Services. You receive only a limited, personal, non-transferrable, non-exclusive, non-

sublicensable, non-assignable, and fully revocable licence to use the Virtual Items in connection with the Warner Sites & Services and as governed by these Terms. You have no right, title, interest, or ownership in or to any Virtual Items. Virtual Items have no monetary value and are not redeemable for any sum of money.

7.2 **Virtual Items are governed by the terms of Section 6 (Purchase Ts&Cs).** Please note in particular that if we delivered the Virtual Item to you immediately, and you agreed to this when ordering, you will not have a right to change your mind. By purchasing or earning a licence to any Virtual Items through the Warner Sites & Services, including by clicking or tapping the relevant purchase button, you confirm that you want said items credited to your Account and in so doing you acknowledge that you will lose your 14 day cooling-off right to cancel the Virtual Item.

7.3 Any unauthorized transferring, trading, selling or exchanging of any Virtual Items to anyone, including other users of the Warner Sites & Services, is strictly prohibited. Warner may take action it deems appropriate in response, including suspension of any Account involved. Warner may replace such lost Virtual Items under certain circumstances, in our sole reasonable discretion and on a case-by-case basis, without incurring any obligation or liability.

8. Third-Party Services

The Warner Sites & Services may link to, integrate with, or incorporate third party content, sites, services, or platforms, including advertisers, online merchants, and social networks (collectively, “**Third Party Services**”). Warner does not endorse and is not responsible for Third Party Services, whether in terms of their correctness, accuracy, validity, propriety, reliability, legality, security, or otherwise, and Warner is not liable in connection therewith. References to Third Party Services do not imply endorsement of any Third Party Services by Warner or any association with its operators. Your dealings with Third Party Services are solely between you and the applicable Third Party Services. To learn more about Third Party Services, consult the Third Party Services’ respective terms of use and privacy policies.

9. User Content

9.1 From time to time, certain aspects of the Warner Sites & Services may invite or otherwise allow you to submit or post a variety of content to the Warner Sites & Services, such as text (including comments and reviews), images, videos, music, and other information, either directly to the Warner Sites & Services or through a Third Party Service (collectively, “**User Content**”). Your User Content remains your own, unless as otherwise may be provided in Additional Terms. Please be aware, however, that User Content is not confidential and may be accessible by other users and the public. Moreover, by submitting or posting User Content to the Warner Sites & Services (either directly or through a Third Party Service) you grant Warner a royalty-free, perpetual, non-exclusive, sublicensable, assignable, unrestricted, worldwide licence to use the User Content, together with all consents or waivers including a waiver of moral rights in favour of Warner (if any) necessary to reproduce, distribute, publicly perform, publicly display, transmit, communicate to the public, modify and make derivative works of the User Content, by any means and in all media formats and channels now known or hereafter devised in perpetuity, and to advertise and promote such use, without further notice to, or permission from, you or any other person, and without compensation or reference to you or any other person.

9.2 Please retain copies of all User Content as Warner is under no obligation to store or return any User Content to you. Your submission of User Content will not be subject to any obligation of confidentiality, attribution, or otherwise. You are solely responsible for your User Content. Warner only acts as a passive conduit for User Content that appears on our Sites & Services, and will not be liable for any use, disclosure, or exposure of any User Content, including possibly

objectionable or offensive User Content, to you, any other user, or any third party. Warner is under no obligation to monitor User Content or use of the Warner Sites & Services. However, Warner has the right to monitor or moderate User Content, in our sole reasonable discretion, and to enforce our or a third party's intellectual property rights in any User Content. Warner reserves the right to discard or remove User Content from the Warner Sites & Services in its sole discretion and without any liability whatsoever.

9.3 You agree the following as to your User Content:

9.3.1 You have obtained the consent of every identifiable individual featured in your User Content (or, in the case of minors, consent of the minor's parent or guardian) to use that person's name, voice, and/or likeness (as applicable) in connection with the Warner Sites & Services and pursuant to these Terms.

9.3.2 Your User Content does not infringe, violate, or misappropriate any third-party intellectual property rights, including copyrights, trade secrets, or trademarks.

9.3.3 Your User Content, as used in connection with the Warner Sites & Services, will not violate any applicable laws or regulations or infringe or violate any rights of a third party, including third-party privacy rights.

9.3.2 Warner may exercise the rights to your User Content granted herein without being required to make any payment to you e.g. payment of royalties, residuals, guild fees, or the like, to you or any third party.

10. Code of Conduct

You agree that you will not use the Warner Sites & Services to upload, post, or otherwise distribute any User Content that:

- constitutes or promotes illegal activity;
- is infringing, libelous, defamatory, abusing, harassing, or threatening;
- contains any obscene, pornographic, racist, or otherwise offensive material;
- exploits or harms children, directly or indirectly, including by exposing them to inappropriate material or asking them for any personal information;
- promotes any commercial activity, including promoting goods or services or soliciting donations, except as may be specifically authorized by applicable Additional Terms;
- is subject to confidentiality or non-disclosure obligations;
- includes any visible logos or trademarks that belong to third parties;
- disguises its source or origin, or misrepresent its author, by modifying metadata or other identifiers; or
- links to any third-party sites or services that would violate the standards contained in this list.

In using the Warner Sites & Services you also agree not to:

- attempt to interfere with the operation of the Warner Sites & Services in any way;
- copy, reproduce, distribute, transfer, sell, license, publish, enter into a database, display, perform publicly, modify, create derivative works of, upload, edit, post, link to, frame, transmit, rent, lease, lend or sublicense, scrape, crawl, or in any way exploit any part of the Warner Sites & Services, except as authorized herein;
- use any data mining tools, robots, virus, worms, bugs, or similar data-gathering and extraction tools on the Warner Sites & Services, or frame any portion of the Warner Sites & Service, or attempt to tamper, hack, corrupt, or impair the administration or security of the Warner Sites & Services;
- assign, sublicense, pledge or transfer any of your rights or obligations under this Agreement to any person or entity without Warner’s prior written consent which may be withheld in Warner’s sole discretion (and any such purported assignment, pledge, or transfer without such prior written consent will be null and void);
- use any tools designed to compromise security or digital rights management technology (including password guessing programs, cracking tools, or network probing tools) in connection with the Warner Sites & Services;
- use the Warner Sites & Services for any sending of “spam” or any malicious or disruptive communications;
- decompile, reverse engineer, disassemble, or otherwise reduce the code used in any Apps, other software, or digital rights management feature on the Warner Sites & Services into a readable form in order to examine the construction of such software or to copy or create other products based (in whole or in part) on such software or any feature of the Warner Sites & Services or piece of Content available on the Warner Sites & Services; or
- intercept, record, or modify network communications transmitted between any Apps, software, or digital rights management features and Warner’s networks or systems.

11. **Unsolicited Submissions and Feedback**

Please be aware that Warner does not accept unsolicited submissions of concepts, creative ideas, suggestions, stories, scripts, or other potential creative content (“**Unsolicited Submissions**”). This is to avoid the possibility of future misunderstanding when projects developed by Warner staff or representatives might seem to others to be similar to their submitted concepts, creative ideas, suggestions, stories, scripts, or other potential creative content. Therefore, please do not send Warner any Unsolicited Submissions. In the event you do send us an Unsolicited Submission, you understand and agree that your Unsolicited Submission does not create any fiduciary relationship between you and Warner and that we are under no obligation to refrain from using the Unsolicited Submission (in whole or in part), to keep it confidential, or to compensate you for our use of it.

12. **International Use**

Warner makes no representation that every aspect of the Warner Sites & Services are appropriate or available for use in any particular jurisdiction.

13. Disclaimer of Warranties

THE FOLLOWING TERMS APPLY TO YOUR USE OF THE WARNER SITES & SERVICES:

- 13.1 NOTHING IN THESE TERMS: (I) CREATES ANY NEW IMPLIED WARRANTIES WITH RESPECT TO THE WARNER SITES & SERVICES OR (II) AFFECTS YOUR STATUTORY RIGHTS.
- 13.2 WARNER DOES NOT WARRANT THAT THE WARNER SITES & SERVICES WILL BE AVAILABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WARNER SITES & SERVICES OR THE SERVERS THAT MAKE THE WARNER SITES & SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 13.3 WARNER MAKES NO WARRANTIES THAT YOUR USE OF THE WARNER SITES & SERVICES, INFORMATION, SOFTWARE, CONTENT, OR OTHER MATERIALS AVAILABLE THROUGH THE WARNER SITES & SERVICES OR ANY WEBSITE, APP, OR SERVICE LINKED TO FROM THE WARNER SITES & SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS.
- 13.4 **EXCEPT WHERE SPECIFIED AT SECTION 6.2 ABOVE AND ANY ADDITIONAL TERMS IN RELATION TO CONSUMER PURCHASES:** (I) WARNER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WARNER SITES & SERVICES, INFORMATION, SOFTWARE, CONTENT, OR OTHER MATERIALS AVAILABLE THROUGH THE WARNER SITES & SERVICES OR ANY WEBSITE, APP, PLATFORM, OR SERVICE LINKED TO THE WARNER SITES & SERVICES, WHETHER IN TERMS OF THEIR CORRECTNESS, ACCURACY, VALIDITY, PROPRIETY, RELIABILITY, LEGALITY, SECURITY, OR OTHERWISE; AND (II) WARNER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH SERVICES, INFORMATION, SOFTWARE, CONTENT, OR OTHER MATERIALS AVAILABLE THROUGH THE WARNER SITES & SERVICES OR ANY OTHER WEBSITE, APP, PLATFORM OR SERVICE LINKED TO THE WARNER SITES & SERVICES.

14. Our Responsibility to You (Limitation of Liability)

14.1 **GENERAL TERMS ON OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

14.1.1 WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION. PLEASE ALSO SEE SECTIONS 14.2 IF YOU ARE A CONSUMER AND 14.3 IF YOU ARE A BUSINESS USER.

14.1.2 EXCEPT WHERE EXPLICITLY STATED OTHERWISE IN APPLICABLE ADDITIONAL TERMS, IN NO EVENT WILL WARNER'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE WARNER SITES & SERVICES OR THESE TERMS EXCEED THE GREATER OF THE AMOUNT (IF ANY) PAID BY YOU TO WARNER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR £100. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION APPLY TO ALL ACTIONS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF

ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF WARNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

14.2 IF YOU ARE A CONSUMER

14.2.1 **WE ARE RESPONSIBLE TO YOU FOR FORESEEABLE LOSS AND DAMAGE CAUSED BY US.** IF WE FAIL TO COMPLY WITH THESE TERMS, WE ARE RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF OUR BREAKING THESE TERMS OR OUR FAILING TO USE REASONABLE CARE AND SKILL, BUT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THAT WE ENTERED INTO THESE TERMS, BOTH WE AND YOU KNEW IT MIGHT HAPPEN, FOR EXAMPLE, IF YOU DISCUSSED IT WITH US DURING THE SALES PROCESS.

14.2.2 **WE ARE NOT RESPONSIBLE FOR YOUR USE OF, OR INABILITY TO USE, THE WARNER SITES & SERVICES EXCEPT WHERE WE BREACH YOUR LEGAL RIGHTS IN RELATION TO PAID-FOR SERVICES OR DIGITAL CONTENT (AS SUMMARISED AT SECTION 6.2.6 ABOVE).**

14.2.3 **WHEN WE ARE LIABLE FOR DAMAGE CAUSED BY DEFECTIVE DIGITAL CONTENT.** IF DEFECTIVE DIGITAL CONTENT WHICH WE HAVE SUPPLIED DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU AND THIS IS CAUSED BY OUR FAILURE TO USE REASONABLE CARE AND SKILL, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE WHICH YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE WHICH WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOWING INSTALLATION INSTRUCTIONS OR HAVE IN PLACE THE MINIMUM REQUIREMENTS ADVISED BY US.

14.2.4 **WE ARE NOT RESPONSIBLE FOR BUSINESS LOSSES.** IF YOU ARE A CONSUMER WE ONLY SUPPLY THE WARNER SITES & SERVICES TO YOU FOR DOMESTIC AND PRIVATE USE. IF YOU USE THE WARNER SITES & SERVICES FOR ANY COMMERCIAL, BUSINESS OR RE-SALE PURPOSE, OUR LIABILITY TO YOU WILL BE LIMITED AS SET OUT IN SECTIONS 14.1 AND 14.3.

14.3 IF YOU ARE A BUSINESS USER

SUBJECT TO SECTION 14.1 ABOVE, WARNER DOES NOT ACCEPT ANY LIABILITY FOR ANY OF THE FOLLOWING LOSSES ARISING FROM YOUR USE OR INABILITY TO USE THE WARNER SITES & SERVICES: LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF GOODWILL OR REPUTATION, LOSS OR DAMAGE WHICH IS PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY ARISING FROM OR RELATED TO THESE TERMS, OR YOUR USE OF OR INABILITY TO USE THE SERVICE, OR INDIRECT OR CONSEQUENTIAL DAMAGE.

15. Reimbursement to Warner - for Business Users only

You agree to reimburse and hold harmless Warner and its directors, officers, shareholders, parents, subsidiaries, affiliates, partners, agents, and licensors (collectively, the "**Indemnified Parties**") from and against all losses, expenses, damages and costs, including reasonable attorney fees and costs, resulting from: (i) your breach of any of the representations, warranties, and agreements made hereunder; (ii) your use of the Warner Sites & Services; (iii) your placement or transmission of any User Content onto the

Warner Sites & Services; (iv) any use of your Account in violation of this Agreement or your failure to fulfill any obligations incurred through the use of your Account by you or a third party; or (v) your willful misconduct.

16. Dispute Resolution

16.1 *Informal Resolution*

If a dispute arises between you and us, and you are a:

- (i) Business User: you agree to first provide us with notice of your complaint via email to legal@wb.com so that the parties may attempt to resolve the dispute informally within sixty (60) days from the date your complaint is received; or
- (ii) Consumer: you may contact us via email to legal@wb.com so that we may attempt to resolve the dispute informally. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

16.2 *Applicable Law and Venue*

Except as otherwise provided herein, these Terms will be governed by, construed, and enforced in accordance with English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction except that:

- if you are a consumer and resident of Northern Ireland you may also bring proceedings in Northern Ireland;
- if you are a consumer and resident of Scotland, you may also bring proceedings in Scotland; and
- if you are a Business User the courts of England and Wales will have exclusive jurisdiction.

17. Other Important Terms

17.1 *Events outside Our control*

- Warner will not have any liability to you by reason of any delay or failure to perform any obligation hereunder if the delay or failure to perform is occasioned by force majeure, which refers to any act of God, storm, fire, casualty, unanticipated work stoppage, power outage, satellite failure, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, Governmental action, or other cause beyond its control.
- If you are a consumer purchasing paid-for services or digital content, please note that section 6.2.2.2 instead applies in relation to events outside our control.

17.2 *Even if we delay in enforcing this contract, we can still enforce it later*

No failure or delay by either of us in exercising our rights under these Terms will constitute a waiver of those rights, nor will any partial assertion of any such rights preclude further assertion of the same.

17.3 *If a court finds part of this contract illegal, the rest will continue in force*

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

17.4 *Construction*

The titles of the sections of these Terms are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of these Terms clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole; (b) "or" has the inclusive meaning frequently identified with the phrase "and/or;" (c) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation;" and (e) references to "hereunder," "herein," or "hereof" relate to these Terms as a whole. Any reference in these Terms to any statute, rule, regulation, or agreement, including these Terms, will be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time.

17.5 *Some parts of this Contract will continue to apply after termination*

Any provision herein which by its nature contemplates your continued observance following the end of your paid-for services and digital content or other use of the Warner Sites & Services will survive thereafter.

17.6 *Entire Agreement - for Business Users*

These Terms, including the [Privacy Policy](#) and any applicable Additional Terms, constitute the entire agreement between you and us relating to the matters contained herein.

18. Copyright Agent

If you believe that any User Content or other material on the Warner Sites & Services infringes your copyright rights, please forward the following information in writing to our Copyright Agent at the address listed below:

- A. Your name, address, telephone number, and (if available) email address;
- B. A description of the copyrighted work that you claim has been infringed;
- C. The exact URL or a description of each place where alleged infringing material is located;
- D. A statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
- E. Your electronic or physical signature, or the electronic or physical signature of the person authorized to act on your behalf; and

- F. A statement by you that the information in your notice is accurate and, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted to Warner's Copyright Agent at the following address:

Warner Bros. Entertainment Inc.
Attention: Copyright Agent
4000 Warner Boulevard
Burbank, CA 91522
Tel: (818) 977-0018
Fax: (818) 977-7929
Email: copyright@wb.com

If we are notified that any User Content infringes another's intellectual property rights, we may remove such User Content. We have a repeat infringer policy and reserve the right to terminate your Account for submitting infringing User Content in violation of these Terms once or on a repeated basis.

19. **Accessibility**

We strive to make the content on this website usable by all visitors, including those with disabilities. If you are having difficulty using this website, with or without assistive technology, please contact us at accessibility@wb.com. To enable us to respond in a manner most helpful to you, please indicate the nature of your difficulty using the website, the specific web address (URL link) at issue, and your full contact information, including email address and phone number. Thank you for helping us make your online experience more enjoyable.

20. **Contact Us**

You may contact us at the addresses specified herein for specific requests, or contact [Customer Service](#) with general inquiries. Please do not send us any Unsolicited Submissions (as set out in Clause 11).

IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY ALL OF THE FOREGOING TERMS, PLEASE DO NOT ACCESS OR USE THE WARNER SITES & SERVICES.

Last updated: **January 19, 2018**