



## **Terms of Service**

### **Communication Unites Everyone, Inc.**

CUE Streaming provides a personalized subscription service that allows our members to access entertainment content ("CUE Streaming content") over the Internet on certain Internet-connected TV's, computers and other devices ("CUE Streaming ready devices").

The CUE Streaming service is provided to you by Communication Unites Everyone, Inc. You have accepted these Terms of Use, which govern your use of our service. As used in these Terms of Use, "CUE Streaming service", "our service" or "the service" means the personalized service provided by CUE Streaming for discovering and accessing CUE Streaming content, including all features and functionalities, recommendations and reviews, our websites and user interfaces, as well as all content and software associated with our service. References to 'you' in these Terms of Use indicate the member who created the CUE Streaming account and whose payment method is charged.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 7 TO RESOLVE ANY DISPUTES WITH CUE STREAMING (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

#### **Membership**

1.1. Your CUE Streaming membership will continue and automatically renew until terminated. To use the CUE Streaming service, you must have Internet access and a CUE Streaming ready device and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method (see "Cancellation" below).

#### **Billing and Cancellation**

2.1. Billing Cycle. The membership fee for the CUE Streaming service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date indicated on the "Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. Membership fees are fully earned upon payment. In some cases, your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month. Visit the CUE Streaming.com website and click on the "Billing details" link on the "Account" page to see your next payment date. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service as soon as you register. If you signed up for CUE Streaming using your account with a third party as a Payment Method, you can find the billing information about your CUE Streaming membership by visiting your account with the applicable third party.

2.2. **Payment Methods.** To use the CUE Streaming service, you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

2.3 **Updating your Payment Methods.** You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

2.4. **Cancellation.** You can cancel your CUE Streaming membership at any time, and you will continue to have access to the CUE Streaming service through the end of your billing period. To cancel, go to the "Account" page on our CUE Streaming.com website and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Account" page. If you signed up for CUE Streaming using your account with a third party as a Payment Method and wish to cancel your CUE Streaming membership, you may need to do so through that third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the CUE Streaming service through that third party.

2.5. **Changes to the Price and Subscription Plans.** We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you. If you do not wish to accept the price change or change to your subscription plan, you can cancel your subscription before the change takes effect.

2.6. **No Refunds.** Payments are nonrefundable and there are no refunds or credits for partially used membership periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

### **CUE Streaming Service**

3.1. You must be at least 18 years of age to become a member of the CUE Streaming service. Individuals under the age of 18 may only utilize the service with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

3.2. The CUE Streaming service and any content accessed through our service are for your personal and non-commercial use only and may not be shared with individuals beyond your household unless otherwise allowed by your subscription plan. During your CUE Streaming membership, we grant you a

limited, non-exclusive, non-transferable right to access the CUE Streaming service and CUE Streaming content through the service. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

3.3. You may access CUE Streaming content primarily within the country in which you have established your account and only in geographic locations where we offer your subscription plan and have licensed such content. The content that may be available will vary by geographic location and will change from time to time. The number of devices on which you may simultaneously watch depends on your chosen subscription plan.

3.4. The CUE Streaming service, including the content library, is regularly updated.

3.5. Depending on your subscription plan, some CUE Streaming content may be available for temporary download and offline viewing on certain supported devices ("Offline Titles"). Limitations apply, including restrictions on the number of Offline Titles per account, the maximum number of devices that can contain Offline Titles, the time period within which you will need to begin viewing Offline Titles and how long the Offline Titles will remain accessible. Some Offline Titles may not be playable in certain countries and if you go online in a country where you would not be able to stream that Offline Title, the Offline Title will not be playable while you are in that country.

3.6. You agree to use the CUE Streaming service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations or other restrictions on use of the service or content therein. Except as explicitly authorized by us, you agree not to:

(i) archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale or use content and information contained on or obtained from or through the CUE Streaming service;

(ii) circumvent, remove, alter, deactivate, degrade, block, obscure or thwart any of the content protections or other elements of the CUE Streaming service, including the graphical user interface, any advertising or advertising features, copyright notices and trademarks;

(iii) use any robot, spider, scraper or other automated means to access the CUE Streaming service;

(iv) decompile, reverse engineer or disassemble any software or other products or processes accessible through the CUE Streaming service;

(v) insert any code or product or manipulate the content of the CUE Streaming service in any way;

(vi) use any data mining, data gathering or extraction method;

(vii) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the CUE Streaming service, including any software viruses or any other computer code, files or programs.

We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

3.7. The quality of the display of the CUE Streaming content may vary from device to device and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD, Ultra HD and HDR availability is subject to your Internet service and device capabilities. Not all content is available in all formats, such as HD, Ultra HD or HDR and not all plans allow you to receive content in all formats. The minimum connection speed for HD video quality (defined as a resolution of 720p or higher) is 3.0 Mbps per stream; however, we recommend a faster connection for improved video quality. A connection speed of at least 5.0 Mbps per stream is recommended to receive full HD video quality (defined as a resolution of 1080p or higher). A connection speed of at least 15.0 Mbps per stream is recommended to receive Ultra HD video quality (defined as a resolution of 4K or higher). You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. CUE Streaming makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching CUE Streaming content will vary based on a number of factors, including your location, available bandwidth at the time, the CUE Streaming content you have selected and the configuration of your CUE Streaming ready device.

3.8. The CUE Streaming software is developed by, or for, CUE Streaming and may solely be used for authorized streaming and to access content from CUE Streaming through CUE Streaming ready devices. This software may vary by device and medium, and functionalities may also differ between devices. By using our service, you agree to receive, without further notice or prompting, updated versions of the CUE Streaming and related third-party software. If you do not accept the foregoing terms, do not use our service.

3.9. By using our service, you agree to look solely to the entity that manufactured and/or sold you the CUE Streaming ready device for any issues related to the device and its compatibility with the CUE Streaming service. We do not take responsibility or otherwise warrant the performance of CUE Streaming ready devices, including the continued compatibility with our service.

### **Passwords and Account Access**

4.1. You are responsible for any activity that occurs through the CUE Streaming account. By allowing others to access the account (which includes access to information on viewing activity for the account), you agree that such individuals are acting on your behalf and that you are bound by any changes that they may make to the account, including but not limited to changes to the subscription plan. To help maintain control over the account and prevent any unauthorized users from accessing the account, you should maintain control over the devices that are used to access the service and not reveal the password or details of the Payment Method associated to the account to anyone. You agree to provide and maintain accurate information relating to your account, including a valid email address so we can send you account related notices. We can terminate your account or place your account on hold in order to protect you, CUE Streaming or our partners from identity theft or other fraudulent activity. CUE Streaming is not obligated to credit or discount a membership for holds placed on the account by either a representative of CUE Streaming or by the automated processes of CUE Streaming. If your CUE Streaming ready device is sold, lost or stolen, please deactivate the CUE Streaming ready device. If you fail to log out or deactivate your device, subsequent users may access the CUE Streaming service through your account and may be able to access certain of your account information. To deactivate a device, follow instructions on the "Account" page of our CUE Streaming.com website.

## **Disclaimers of Warranties and Limitations on Liability**

5.1. THE CUE STREAMING SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE CUE STREAMING SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CUE STREAMING DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE CUE STREAMING SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUE STREAMING SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, CUE STREAMING READY DEVICES, AND CUE STREAMING SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

5.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL CUE STREAMING, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR ANY DAMAGES WHATSOEVER.

5.3. DEPENDING ON YOUR SUBSCRIPTION PLAN, YOU MAY ENCOUNTER THIRD PARTY ADVERTISEMENTS ON THE CUE STREAMING SERVICE. CUE STREAMING DOES NOT ENDORSE OR SPONSOR ANY ADVERTISED PRODUCTS OR SERVICES AND TAKES NO RESPONSIBILITY FOR THE PRODUCTS OR SERVICES PROVIDED BY ADVERTISERS. ANY INTERACTIONS WITH ADVERTISERS, INCLUDING THROUGH ENGAGEMENT WITH INTERACTIVE ADVERTISEMENTS, ARE AT YOUR OWN OPTION AND RISK AND YOU AGREE THAT CUE STREAMING IS NOT LIABLE FOR ANY DAMAGES THAT YOU MAY INCUR AS A RESULT OF SUCH INTERACTIONS.

5.4. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.