

# Chedda Vision Terms of Use

Chedda Vision provides a personalized subscription service that allows our members to access movies and TV shows ("Exclusive Content") streamed over the Internet to certain Internet-connected TV's, computers and other devices ("Chedda Vision App ready devices").

You have accepted these Terms of Use, which govern your use of our service. Personally identifying information is subject to our Privacy Statement, the terms of which are incorporated herein. Please review our Privacy Statement to understand our practices.

As used in these Terms of Use, "Chedda Vision service", "our service" or "the service" means the personalized service provided by Chedda Vision for discovering and watching Chedda Vision content, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

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

- **Membership**
- 1.1. Your Chedda Vision membership will continue month-to-month and automatically renew until terminated. To use the Chedda Vision service you must have Internet access and a App 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 each month in order to avoid billing of the next month's membership fees to your Payment Method (see "Cancellation" below).
- 1.2. We offer limited membership plans, including special event promotional plans or memberships offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Some membership plans may differ in conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your Chedda Vision membership by visiting our website and clicking on the "Account" link.

## 2. Free Trials

- 2.1. Your Chedda Vision membership may start with a free 7 day trial. The free 7 day trial period of your membership lasts for one week only, or as otherwise specified during sign-up and is intended to allow new and certain former members to try the service.
- 2.2. Free trial eligibility is determined by Chedda Vision team members at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we

determine that you are not eligible. Members of households with an existing or recent Chedda Vision membership are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent Chedda Vision membership to determine eligibility. For combinations with other offers, restrictions may apply.

- 2.3. We will charge your Payment Method for your monthly membership fee at the end of the free trial period and your membership will automatically renew monthly unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, visit our website and click the "Billing" link on the "Account" page.

### **3. Billing and Cancellation**

- 3.1. Billing Cycle. The membership fee for the Chedda Vision service any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paying portion of your membership until your membership is cancelled. 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 or if your paid membership began on a day not contained in a given month. Visit our website and click on the "Billing" 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. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.
- 3.2. Payment Methods. To use the Chedda Vision service you must provide one or more 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). 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.
- 3.3. Cancellation. You can cancel your Chedda Vision membership at any time, and you will continue to have access to the Chedda Vision service through the end of your monthly billing period. We do not provide refunds or credits for any partial-month membership periods or unwatched Chedda Vision content. To cancel, go to the "Account" page on our 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 Chedda Vision using your account with a third party as a Payment Method and wish to cancel your Chedda Vision 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 Chedda Vision service through that third party. You may also find billing information about your Chedda Vision membership by visiting your account with the applicable third party.

- 3.4. Changes to the Price and Subscription Plans. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect following notice to you.
- 3.5. No Refunds. Payments are nonrefundable and there are no refunds or credits for partially used 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.

#### **4. Chedda Vision Service**

- 4.1. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the Chedda Vision service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.
- 4.2. The Chedda Vision service and any content viewed through our service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your Chedda Vision membership, we grant you a limited, non-exclusive, non-transferable right to access the Chedda Vision service and view Chedda Vision 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.
- 4.3. You may view Chedda Vision content primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available to watch 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 and is specified on the "Account" page.

- 4.4. The Chedda Vision service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including but not limited to our website, user interfaces, promotional features and availability of Chedda Vision content. You can at any time opt-out of tests by visiting the "Account" page and changing the "Test participation" settings.
- 4.5. Some Chedda Vision content is 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.
- 4.6. You agree to use the Chedda Vision 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 in these Terms of Use, you agree not to 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 Chedda Vision service. You also agree not to circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Chedda Vision service; use any robot, spider, scraper or other automated means to access the Chedda Vision service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Chedda Vision service; insert any code or product or manipulate the content of the Chedda Vision service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to 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 Chedda Vision 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.
- 4.7. The quality of the display of the Chedda Vision 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. Default playback settings on cellular networks exclude HD, Ultra HD and HDR content. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a faster connection for improved video quality. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content (defined as a resolution of 720p or higher). A download speed of at least 25.0 Mbps per stream is recommended to receive Ultra HD (defined as a resolution of 1080p or higher)

and HDR content. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Chedda Vision makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching Chedda Vision content show will vary based on a number of factors, including your location, available bandwidth at the time, the Chedda Vision content you have selected and the configuration of your Chedda Vision ready devices.

- 4.8. Chedda Vision software may solely be used for authorized streaming and viewing of content from Chedda Vision through Chedda Vision 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 Chedda Vision and related third-party software. If you do not accept the foregoing terms, do not use our service.
- 4.9. By using our service, you agree to look solely to the entity that manufactured and/or sold you the Chedda Vision ready device for any issues related to the device and its compatibility with the Chedda Vision service. We do not take responsibility or otherwise warrant the performance of Chedda Vision ready devices, including the continued compatibility with our service. If your Chedda Vision ready device is sold, lost or stolen, please deactivate the Chedda Vision ready device. If you fail to log out or deactivate your device, subsequent users may access the Chedda Vision 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 website.

5. **Passwords and Account Access.** The member who created the Chedda Vision account and whose Payment Method is charged (the "Account Owner") has access and control over the Chedda Vision account and the Chedda Vision ready devices that are used to access our service and is responsible for any activity that occurs through the Chedda Vision account. To maintain control over the account and prevent anyone from accessing the account (which could include information on viewing history for the account), the Account Owner should maintain control over the Chedda Vision ready 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 are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, Chedda Vision or our partners from identity theft or other fraudulent activity. Chedda Vision is not obligated to credit or discount a membership for holds placed on the account by either a representative of Chedda Vision or by the automated processes of Chedda Vision.

6. **Disclaimers of Warranties and Limitations on Liability**

- 6.1. THE CHEDDA VISION SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE CHEDDA VISION SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CHEDDA VISION DOES NOT GUARANTEE,

REPRESENT, OR WARRANT THAT YOUR USE OF THE CHEDDA VISION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CHEDDA VISION SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, CHEDDA VISION READY DEVICES, AND CHEDDA VISION SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

- 6.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL CHEDDA VISION, 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.
- 6.3. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
- 6.4. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

## 7. Arbitration Agreement

- 7.1. If you are a Chedda Vision member in the United States (including its possessions and territories), you and Chedda Vision agree that any dispute, claim or controversy arising out of or relating in any way to the Chedda Vision service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this Arbitration Agreement shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Chedda Vision are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Chedda Vision membership.
- 7.2. If you elect to seek arbitration or file a small claim court action, you must first send to Chedda Vision, by certified mail, a written Notice of your claim ("Notice"). The Notice to Chedda Vision must be addressed to: **ATTN: Counsel, Curenton Communications, Inc., 1950 W Corporate Way PWB 13928 Anaheim, CA 92801** ("Notice Address"). If Chedda Vision initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Chedda Vision, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Chedda Vision and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Chedda Vision may commence an arbitration proceeding or file a claim in small claims court.

- 7.3. You may request download or copy a form Notice and a form to initiate arbitration. You are required to pay a filing fee, after Chedda Vision receives notice at the Notice Address that you have commenced arbitration, Chedda Vision will reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.
  - 7.4. The arbitration will be governed by the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Chedda Vision and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.
  - 7.5. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Chedda Vision's last written settlement offer made before an arbitrator was selected (or if Chedda Vision did not make a settlement offer before an arbitrator was selected), then Chedda Vision will pay you the amount of the award or US\$5,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
  - 7.6. YOU AND CHEDDA VISION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Chedda Vision agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
8. **DVD BLU-RAY Plans.** If you are a Chedda Vision member on a DVD BLU-RAY plan, the DVD BLU-RAY Terms and Conditions also apply to your use of the Chedda Vision service.

9. **Miscellaneous**

- 9.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.
- 9.2. Unsolicited Materials. Chedda Vision does not accept unsolicited materials or ideas for Chedda Vision content, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Chedda Vision. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Chedda Vision and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.
- 9.3. Feedback. Chedda Vision is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Chedda Vision service, including the Chedda Vision website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Chedda Vision service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.
- 9.4. Customer Support. To find more information about our service and its features, or if you need assistance with your account, please visit the Chedda Vision Help Center on our website. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Service or other portions of our website, these Terms of Use will control.
- 9.5. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- 9.6. Changes to Terms of Use and Assignment. Chedda Vision may, from time to time, change these Terms of Use. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets related to the applicable Chedda Vision service.
- 9.7. Communication Preferences. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your



email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**Last updated:** January 1st, 2019'