

discovery+ on Amazon PVC - Terms of Use

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Welcome to discovery+ made available on Amazon Prime Video Channels (the "Service"). When signing up for a subscription to the Service (including any initial free period of access), you agreed to be bound by these Terms of Use in addition to the Amazon Prime Terms and Conditions.

1. Who we are

1.1 These Terms of Use are between you and Discovery Digital Ventures, LLC, an affiliate of Discovery Communications, LLC and its subsidiaries and affiliates, ("we", "us", "our").

2. The Service on Amazon Prime

2.1 The Service includes any content and materials you can view or access on the Service, such as images, photos, sounds, music, text, articles, games, graphics, software, videos, programmes, live streams and channels ("Content").

2.2 When you subscribe to the Service on Amazon Prime Video Channels ("Amazon PVC"), Amazon.com Services, LLC, or one of its affiliates ("Amazon") provides the Service to you on an agency basis on our behalf. This means that:

- (a) we and/or our affiliates: (i) own or have licensed the Content; and (ii) are responsible for selecting the Content made available on the Service;
- (b) Amazon provides the Service to you via Amazon PVC and is responsible for the technical operation and delivery of the Service, including receiving and taking payments, billing, cancellations, updates and modifications, device restrictions and compatibility requirements; and
- (c) in addition to these Terms of Use, the Amazon Prime Terms and Conditions apply to your use of the Service, but where there is any conflict or inconsistency between the provisions of these Terms of Use and the Amazon Prime Terms and Conditions, these Terms of Use shall apply to the extent of such conflict or inconsistency.

3. Access to the Service

3.1 You will need to sign up for and purchase an Amazon Prime membership in order to purchase a fixed term or recurring subscription for the Service ("Subscription").

3.2 If you purchase a Subscription you will only be able to access and view Content via Amazon PVC. You will not be able to use your credentials to login to the Service on the discovery+ website or apps.

4. Content changes

The Content on the Service will change regularly. The availability of Content will vary depending on your territory of residence and may change for various reasons, such as your territory of residence, the type of Subscription you have chosen and, where third party rights-holders withdraw or restrict our right to use that Content on the Service, or for legal, regulatory or editorial reasons.

5. Price changes and changes to these Terms of Use

5.1 **Price changes:** We may change the price of a Subscription from time to time, but we will give you at least 30 days' advance notice. If you do not want to continue your Subscription at the new price, you can cancel your Subscription via Amazon before the start of the next subscription period. If you reside in the Province of Québec, you may cancel your Subscription without cost, penalty or indemnity by providing us with such notice within 30 days after the price change becomes effective.

We will always try to make sure the price of your Subscription will not change until the start of your next subscription period. If a price change is going to come into effect during your current subscription period, you can cancel your Subscription before the price change comes into effect (or, if you reside in the Province of Québec, within 30 days after the price change comes into effect) and we will provide you with a refund for amounts you have paid for but not yet received

(including, if you reside in the Province of Québec, any price change that you have in fact paid prior to cancelling your Subscription).

- 5.2 **Changes to these Terms of Use:** We may change the terms of this Terms of Use to accommodate changes in the marketplace with at least 30 days notice. By continuing to use any of the discovery+ offerings on discovery+ after the effective date of the posting of the amended Terms of Use, you accept the updated Terms of Use, as modified. We may change, restrict access to, suspend or discontinue discovery+, or any portion of discovery+, at any time. **YOUR CONTINUED USE OF DISCOVERY+ FOLLOWING THE EFFECTIVE DATE OF THE AMENDED TERMS OF USE WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF USE WILL APPLY RETROACTIVELY.** We will notify you by email at least 30 days before the changes become effective, and you may choose to either terminate your Subscription without penalty by letting us know no later than 30 days after the changes take effect, or continue under the new Terms of Use.
- 5.3 **Updates and Modifications of Service.** We will issue updates for the Service where required to do so by law. We may also modify the Service (including any subscription), any Content and /or Subscription from time to time: (i) to improve existing, or add new, functionality and/or features; (ii) to make reasonable technical changes; (iii) to ensure the ongoing operability of the Service or (iv) for legal or security reasons, where considered reasonably necessary by us. You agree that updates and modifications may be carried out or applied automatically, without you needing to take any action. Where an update or modification is not automatic, it will only take effect once installed by you. We reserve the right to suspend, or discontinue the Service, or any part of the Service, at any time and without notice (except as required by applicable law), and we will not be liable to you should it exercise such rights, even if your ability to use the Subscription or access Content is impacted by the change."

6. **Ownership and Licence**

- 6.1 Content on the Service is either owned by or licensed to us, and is subject to our (or our licensor's) copyright, trade mark rights, and other intellectual property rights. You therefore have no intellectual property rights in, or to, any part of the Service, other than the right to use it in accordance with these Terms of Use.
- 6.2 You are permitted to use and view the Service for your personal and non-commercial use only. While you are using the Service, we grant you a limited, non-exclusive, non-transferable, licence to access the Service, stream and (where applicable) download, temporarily store and view the Content. Except for the limited licence granted to you in these Terms of Use, no right, title or interest in the Service shall be transferred to you.
- 6.3 You may not remove, alter or in any way tamper with any copyright notices or other proprietary markings included in the Service or any Content.
- 6.4 Any copying, access, transfer, public performance or communication to the public or other use of any part of the Service (including any Content) other than as expressly authorised by these Terms of Use shall constitute an infringement of our (or the owner's) intellectual property rights and a breach of these Terms of Use.

7. **Our liability to you**

- 7.1 You have certain legal rights under the laws of your territory. Nothing in these Terms of Use is intended to affect these legal rights and we do not exclude our liability where we are not permitted to do so under the laws of your territory.
- 7.2 We will not be liable for any malfunction or failure of any part of the Service or the Content or any loss of Content or data resulting from any of the following:
- (a) malfunctions or faults in your chosen equipment, devices, operating system or internet connection (including malware, viruses or bugs originating from third parties or on any of your devices); or
 - (b) your failure to download or install any relevant update specified by Amazon in accordance with the Amazon Prime Terms and Conditions; or

- (c) your internet connection not meeting any minimum bandwidth and/or speed requirements specified by Amazon; or
- (d) incompatibility of any part of the Service or Content with any devices or operating systems other than those specified by us or Amazon.

7.3 Unless caused by our negligence or own breach, we are not responsible for:

- (a) any use by you of the Service or Content which isn't authorised by us under these Terms of Use, including loss of profits if you attempt to use or display the Service for any commercial purpose;
- (b) any malfunction or interruption to the Service or Content due to circumstances outside of our control that prevent us from fulfilling our obligations to you, or that can be considered a "force majeure event" under local law (where applicable). This could be due to things such as: (i) lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, pandemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action; or (ii) other actions of third parties we do not control.

8. **Ending your right to use the Service**

8.1 If we discontinue any part of the Service or it ceases to be available on Amazon PVC, we will give you at least 30 days' prior notice (unless we need to give shorter notice for legal reasons, including in order to comply with a court order or due to a corporate re-structuring). If we discontinue or cease to make available a part of the Service you have subscribed to, you will get a refund for any amounts you have paid but not yet received.

8.2 Amazon has the right to terminate your access to the Service under the Amazon Prime Video Terms and Conditions. If Amazon terminates your right to access or use the Service in accordance with its Amazon Prime Video Terms and Conditions, then our agreement with you on these Terms of Use will automatically terminate.

8.3 We may end or suspend your right to access all or any part of the Service or your Subscription if you have breached these Terms of Use despite having been warned by us, if you use the Service or any part of the Service fraudulently, illegally or in any manner other than for its intended purposes, or if we are under a legal obligation to do so. We will generally inform you in advance if we decide to end or suspend your right to access the Service or your Subscription unless we take such action due to a legal obligation that does not include an obligation to inform you in advance or if this is not possible as we are obliged to take immediate action. In such cases, we will inform you immediately afterwards. We will restore access to the Service or to your Subscription without delay if you have provided valid reasons that our action was not justified.

8.4 If we end your rights to use the Service or your Subscription, you must stop all activities authorised by these Terms of Use, including your use of the Service.

9. **Other terms**

9.1 The agreement between us and you is personal to you and no third party is entitled to benefit under it.

9.2 You agree that we can transfer our rights and obligations under these Terms of Use to any other companies in our group or to any other company or firm or person provided that your Subscription and rights under this agreement will not be adversely affected as a result of such transfer. You may not transfer your rights or obligations under these Terms of Use to anyone else.

9.3 If any paragraph or section, or if any part of a paragraph or section, of these Terms of Use is held to be unlawful, invalid or unenforceable by a court or legal authority, that paragraph or section, or any part of that paragraph or section, shall be treated as removed. The validity and enforceability of the remaining parts of these Terms of Use shall continue and will not be affected.

9.4 To the extent we fail to or decide not to exercise any right of claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.

- 9.5 These Terms of Use shall be governed by and construed in accordance with the laws in the province or territory in which you reside. However, these Terms of Use will not limit any consumer protection rights that you may be entitled to under the mandatory laws of the province or territory in which you reside.