

discovery+ on Amazon PVC - Terms of Use

Last updated: 12 September 2023

[Previous version below]

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 DPlay Entertainment Limited, a company registered in England with company number 09615785 whose registered office is at Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom ("WBD", "we", "us", "our").

UK only: WBD provides the sports services (TNT Sports and Eurosport) on behalf of TNT Sports Broadcasting Limited, but your agreement for the provision of those sports services is directly with WBD and this does not affect your rights or obligations with or against WBD who is the trader in respect of the Service.

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, advertising, videos, programmes, live streams and channels ("Content"). The Service and your chosen Subscription may include advertising.

2.2 When you subscribe to the Service on Amazon Prime Video Channels ("Amazon PVC"), Amazon Digital UK Limited 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 the type of Subscription you have chosen, 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

If your habitual residency is in Germany or in Austria, this section 5 does not apply to you and any changes will be subject to the provisions in section 1 of Appendix 1 below. In all other territories, the following terms apply.

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.

5.2 **Changes to these Terms of Use:** We have the right to change these Terms of Use at any time for the following reasons: (i) to improve the Terms of Use or to make them clearer or easier to understand; (ii) to comply with legal or regulatory requirements; (iii) to provide you with additional information about the Service, (iv) to reflect changes to the Service or any Subscription; (v) where we reorganise the way we run our business, including merging with another brand or service; or (vi) for security reasons. In addition, we provide the Service on an ongoing basis and we cannot foresee what may change in the future. We may also make changes or additions to these Terms of Use for reasons other than those set out above, provided that such changes are reasonable.

(a) If we change these Terms of Use in a way that will impact your legal rights or obligations, where possible we will notify you and give you the opportunity to read the new terms before such changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the Service, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can).

(b) If we reasonably consider that any change to these Terms of Use will negatively impact your legal rights or obligations in a significant way, we will provide you with at least 30 days' notice of these changes and explain how to let us know if you refuse to accept the new terms.

(i) If you refuse to accept the new Terms of Use before the changes are due to take effect, the version of the Terms of Use that you previously accepted will continue to apply to your use of the Service until the end of your subscription period.

(ii) If you do not refuse to accept any such changes before they take place, we will take that as your acceptance of the changes.

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 If you are resident in the EEA, national consumer laws may provide you with a legal guarantee that the Service will be in legal conformity at the time of supply and during the life of our contract with you. See Appendix 2 for further information on your legal guarantee.

7.3 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.

7.4 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.

If your habitual residency is in Germany or in Austria, this section 7.4 does not apply to you and our liability to you will be subject to the provisions in section 2 of Appendix 1 instead

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. This section 9.2 does not apply to you if your habitual residence is in Germany or Austria, in which case the provisions in section 3 of Appendix 1 apply instead.

- 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 of the territory identified in the table below. However, these Terms of Use will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

Territory of Residence	Governing Law
Finland, Åland Islands	Finnish Law
Poland	Polish Law
Spain	Spanish Law
France, French Guiana, French Polynesia, French Southern Territories, Guadeloupe, Martinique, Mayotte, New Caledonia, Réunion, Saint Martin, St. Pierre & Miquelon, Wallis and Futuna	French Law
Germany	German Law
Austria	Austrian Law
Portugal	Portuguese Law
Romania	Romanian Law
Territories other than those listed above	England and Wales

- 9.6 If you live in England or Wales, you will only be able to bring a claim related to or arising from these Terms of Use in the courts of England and Wales. If you do not live in England or Wales, you can bring a claim in the courts of your territory of residence.

Appendix 1

1. Changes

If your habitual residency is in Germany or Austria, the following applies instead of section 5 of these Terms of Use:

- 1.1 **Price Changes:** We may change the price of a Subscription from time to time in accordance with the Amazon Prime Terms and Conditions. In the event that the Amazon Prime Terms and Conditions do not contain provisions on price changes, we will seek your express consent to price changes we may suggest.
- 1.2 **Changes to these Terms of Use:** We may change and modify these Terms of Use with effect for the future if there is a valid reason for the amendment and insofar as the changes are reasonable taking into account the interests of both parties. A valid reason exists in particular if the changes are necessary due to a disruption of the equivalence relationship of the contract to a not insignificant extent that was unforeseeable for us at the time of the conclusion of the contract, or if they are necessary for continuing the performance of the contract due to changes in case law or legislation. This does not cover any changes or modifications to a main performance obligation. We will send you the amended Terms of Use in text form before the planned entry into force and will separately refer to the new provisions and the date of entry into force. At the same time, we will grant you a reasonable period of at least six weeks to declare whether you accept the amended Terms of Use for further use of the platform. If you do not make any statement within this period, which begins to run from your receipt of the notification in text form, the amended Terms of Use shall be deemed to have been agreed. We will inform you separately about this legal consequence, i.e. the right of objection, the objection period and the significance of silence, at the beginning of the period.

2. Our liability to you

If your habitual residency is in Germany or in Austria, the following applies instead of section 7.4 of these Terms of Use:

- 2.1 We are liable in respect to these Terms of Use and our contractual relationship conclusively as follows:
 - (a) We shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.
 - (b) In cases of slight negligence, we shall only be liable, apart from injury to life, body or health (see section 2.1(a) above) and apart from section 2.1(e) below, in the event of a breach of a material contractual obligation. A material contractual obligation within the meaning of this section is an obligation the fulfilment of which makes the performance of the contract possible in the first place and on the fulfilment of which the contractual partner may therefore regularly rely. Otherwise, our liability is excluded in the case of slight negligence apart from injury to life, body or health (see section 2.1(a) above) and apart from section 2.1(e) below.
 - (c) The liability according to section 2.1(b) is limited to the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.
 - (d) The limitations of liability apply accordingly in favour of our employees, agents and vicarious agents.
 - (e) Any liability on our part for any commercial guarantees we may have provided and for claims based on the Product Liability Act (Produkthaftungsgesetz) or in the event of data protection violations shall remain unaffected.

3. Transfer of rights

If your habitual residency is in Germany or in Austria, the following applies instead of section 9.2 of these Terms of Use:

- 3.1 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. In such a case, you have the right to terminate the contract.

- 3.2 You may not transfer your rights or obligations under these Terms of Use to anyone else. This does not apply to any monetary claims you may have against us (apart from monetary claims arising from payment service framework agreements) or for other rights which you may have if we have no interest worth protecting in the exclusion of assignment or your legitimate interests in the assignability of the right outweigh our interest in the exclusion of assignment.

Appendix 2

1. Legal guarantee

- 1.1 If you are resident in the EEA, national consumer laws may provide you with a legal guarantee that the Service will be in legal conformity at the time of supply and during the life of our contract with you. Under this legal guarantee, we will be liable for any lack of conformity of the Service and you may have a right under your local laws to: (a) have the Service brought back into conformity; (b) a proportionate refund; or (c) terminate the contract.

- (a) If you are a resident in Austria, these are in particular the warranty rights according to the Consumer Warranty Act (Verbrauchergewährleistungsgesetz, VGG) and §§ 922 to 933b of the General Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB).
- (b) If you are a resident in Denmark, your right to a legal guarantee is derived from the provisions of the Danish Sale of Goods Act.
- (c) If you are a resident in Germany, we are liable for any lack of conformity of the Service in accordance with the statutory warranty laws under the German Civil Code (Bürgerliches Gesetzbuch, BGB).
- (d) If you are a resident in Sweden, you may submit a non-conformity claim to us for the attention of Amazon's customer services team.
- (e) If you are resident in France, the following terms to the statutory guarantees of the Service and Content apply:

French law grants you as consumers the following statutory rights and guarantees in relation to the Service. We will therefore offer you the protection granted by law under the legal warranty of conformity provided by articles L. 224-25-12 to L. 224-25-26 of the French Consumer Code.

We are liable for supplying digital contents and services that comply with the contract with the objective and subjective criteria set out by the law. Regarding one-off supply, we are accountable for any non-conformity that exists at the time of supply and becoming apparent within two years of supply. Regarding digital content of service supplied on a continuous basis, we are accountable for any non-conformity which becomes apparent during the period in which it is supplied under the contract. We are also accountable, within the same time limits, for any non-conformity resulting from the incorrect integration of the digital content or service into the consumer's digital environment where this has been done by us or under our responsibility, or where the incorrect integration by the consumer is the result of deficiencies in the instructions provided by us.

For the 12 month period following the supply of the Service, the consumer will not be required to prove the existence of the defect.

In the event of lack of conformity, the consumer shall be entitled to have the digital content or service brought into conformity or, failing that, to have the price reduced or to cancel the contract under the conditions set out in the French Consumer Code.

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10. Who we are

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11. The Service on Amazon Prime

11.1 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").

11.2 When you subscribe to the Service on Amazon Prime Video Channels ("Amazon PVC"), Amazon Digital UK Limited 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.

12. Access to the Service

12.1 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").

12.2 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.

13. 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.

14. Price changes and changes to these Terms of Use

If your habitual residency is in Germany or in Austria, this section 5 does not apply to you and any changes will be subject to the provisions in section 1 of Appendix 1 below. In all other territories, the following terms apply.

14.1 **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.

14.2 **Changes to these Terms of Use:** We have the right to change these Terms of Use at any time for the following reasons: (i) to improve the Terms of Use or to make them clearer or easier to understand; (ii) to comply with legal or regulatory requirements; (iii) to provide you with additional information about the Service, (iv) to reflect changes to the Service or any

Subscription; (v) where we reorganise the way we run our business, including merging with another brand or service; or (vi) for security reasons. In addition, we provide the Service on an ongoing basis and we cannot foresee what may change in the future. We may also make changes or additions to these Terms of Use for reasons other than those set out above, provided that such changes are reasonable.

- (a) If we change these Terms of Use in a way that will impact your legal rights or obligations, where possible we will notify you and give you the opportunity to read the new terms before such changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the Service, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can).
- (b) If we reasonably consider that any change to these Terms of Use will negatively impact your legal rights or obligations in a significant way, we will provide you with at least 30 days' notice of these changes and explain how to let us know if you refuse to accept the new terms.
 - (i) If you refuse to accept the new Terms of Use before the changes are due to take effect, the version of the Terms of Use that you previously accepted will continue to apply to your use of the Service until the end of your subscription period.
 - (ii) If you do not refuse to accept any such changes before they take place, we will take that as your acceptance of the changes.

15. **Ownership and Licence**

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.

16. **Our liability to you**

- 16.1 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.
- 16.2 If you are resident in the EEA, national consumer laws may provide you with a legal guarantee that the Service will be in legal conformity at the time of supply and during the life of our contract with you. See Appendix 2 for further information on your legal guarantee.
- 16.3 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.

16.4 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.

If your habitual residency is in Germany or in Austria, this section 7.4 does not apply to you and our liability to you will be subject to the provisions in section 2 of Appendix 1 instead

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

17.1 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.

17.2 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.

17.3 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.

17.4 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.

18. **Other terms**

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

18.2 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. This section 9.2 does not apply to you if your habitual residence is in Germany or Austria, in which case the provisions in section 3 of Appendix 1 apply instead.

18.3 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.

18.4 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.

- 18.5 These Terms of Use shall be governed by and construed in accordance with the laws of the territory identified in the table below. However, these Terms of Use will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

Territory of Residence	Governing Law
Finland, Åland Islands	Finnish Law
Poland	Polish Law
Spain	Spanish Law
France, French Guiana, French Polynesia, French Southern Territories, Guadeloupe, Martinique, Mayotte, New Caledonia, Réunion, Saint Martin, St. Pierre & Miquelon, Wallis and Futuna	French Law
Germany	German Law
Austria	Austrian Law
Portugal	Portuguese Law
Romania	Romanian Law
Territories other than those listed above	England and Wales

- 18.6 If you live in England or Wales, you will only be able to bring a claim related to or arising from these Terms of Use in the courts of England and Wales. If you do not live in England or Wales, you can bring a claim in the courts of your territory of residence.

Appendix 1

1. Changes

If your habitual residency is in Germany or Austria, the following applies instead of section 5 of these Terms of Use:

- 1.1 **Price Changes:** We may change the price of a Subscription from time to time in accordance with the Amazon Prime Terms and Conditions. In the event that the Amazon Prime Terms and Conditions do not contain provisions on price changes, we will seek your express consent to price changes we may suggest.
- 1.2 **Changes to these Terms of Use:** We may change and modify these Terms of Use with effect for the future if there is a valid reason for the amendment and insofar as the changes are reasonable taking into account the interests of both parties. A valid reason exists in particular if the changes are necessary due to a disruption of the equivalence relationship of the contract to a not insignificant extent that was unforeseeable for us at the time of the conclusion of the contract, or if they are necessary for continuing the performance of the contract due to changes in case law or legislation. This does not cover any changes or modifications to a main performance obligation. We will send you the amended Terms of Use in text form before the planned entry into force and will separately refer to the new provisions and the date of entry into force. At the same time, we will grant you a reasonable period of at least six weeks to declare whether you accept the amended Terms of Use for further use of the platform. If you do not make any statement within this period, which begins to run from your receipt of the notification in text form, the amended Terms of Use shall be deemed to have been agreed. We will inform you separately about this legal consequence, i.e. the right of objection, the objection period and the significance of silence, at the beginning of the period.

2. Our liability to you

If your habitual residency is in Germany or in Austria, the following applies instead of section 7.4 of these Terms of Use:

- 2.1 We are liable in respect to these Terms of Use and our contractual relationship conclusively as follows:
 - (a) We shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.
 - (b) In cases of slight negligence, we shall only be liable, apart from injury to life, body or health (see section 2.1(a) above) and apart from section 2.1(e) below, in the event of a breach of a material contractual obligation. A material contractual obligation within the meaning of this section is an obligation the fulfilment of which makes the performance of the contract possible in the first place and on the fulfilment of which the contractual partner may therefore regularly rely. Otherwise, our liability is excluded in the case of slight negligence apart from injury to life, body or health (see section 2.1(a) above) and apart from section 2.1(e) below.
 - (c) The liability according to section 2.1(b) is limited to the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.
 - (d) The limitations of liability apply accordingly in favour of our employees, agents and vicarious agents.
 - (e) Any liability on our part for any commercial guarantees we may have provided and for claims based on the Product Liability Act (Produkthaftungsgesetz) or in the event of data protection violations shall remain unaffected.

3. Transfer of rights

If your habitual residency is in Germany or in Austria, the following applies instead of section 9.2 of these Terms of Use:

- 3.1 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. In such a case, you have the right to terminate the contract.

- 3.2 You may not transfer your rights or obligations under these Terms of Use to anyone else. This does not apply to any monetary claims you may have against us (apart from monetary claims arising from payment service framework agreements) or for other rights which you may have if we have no interest worth protecting in the exclusion of assignment or your legitimate interests in the assignability of the right outweigh our interest in the exclusion of assignment.

Appendix 2

1. Legal guarantee

- 1.1 If you are resident in the EEA, national consumer laws may provide you with a legal guarantee that the Service will be in legal conformity at the time of supply and during the life of our contract with you. Under this legal guarantee, we will be liable for any lack of conformity of the Service and you may have a right under your local laws to: (a) have the Service brought back into conformity; (b) a proportionate refund; or (c) terminate the contract.

- (a) If you are a resident in Austria, these are in particular the warranty rights according to the Consumer Warranty Act (Verbrauchergewährleistungsgesetz, VGG) and §§ 922 to 933b of the General Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB).
- (b) If you are a resident in Denmark, your right to a legal guarantee is derived from the provisions of the Danish Sale of Goods Act.
- (c) If you are a resident in Germany, we are liable for any lack of conformity of the Service in accordance with the statutory warranty laws under the German Civil Code (Bürgerliches Gesetzbuch, BGB).
- (d) If you are a resident in Sweden, you may submit a non-conformity claim to us for the attention of Amazon's customer services team.
- (e) If you are resident in France, the following terms to the statutory guarantees of the Service and Content apply:

French law grants you as consumers the following statutory rights and guarantees in relation to the Service. We will therefore offer you the protection granted by law under the legal warranty of conformity provided by articles L. 224-25-12 to L. 224-25-26 of the French Consumer Code.

We are liable for supplying digital contents and services that comply with the contract with the objective and subjective criteria set out by the law. Regarding one-off supply, we are accountable for any non-conformity that exists at the time of supply and becoming apparent within two years of supply. Regarding digital content of service supplied on a continuous basis, we are accountable for any non-conformity which becomes apparent during the period in which it is supplied under the contract. We are also accountable, within the same time limits, for any non-conformity resulting from the incorrect integration of the digital content or service into the consumer's digital environment where this has been done by us or under our responsibility, or where the incorrect integration by the consumer is the result of deficiencies in the instructions provided by us.

For the 12 month period following the supply of the Service, the consumer will not be required to prove the existence of the defect.

In the event of lack of conformity, the consumer shall be entitled to have the digital content or service brought into conformity or, failing that, to have the price reduced or to cancel the contract under the conditions set out in the French Consumer Code.