

Terms of Use

Last updated: 11 May 2022

Welcome to discovery+ (the "Service").

You agree to be bound by these Terms of Use whenever you use or access any parts of the Service, register an account or purchase a subscription. If you don't understand or agree to these Terms of Use, please don't use the Service.

Who we are

The Service is operated and provided to you by DPlay Entertainment Limited 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 ("Warner Bros. Discovery", "WBD", "we", "us", "our").

The Service

The Service includes the discovery+ website (the "Website"), application (the "App") and anything made available on the Website and App, including all features, functionalities and user interfaces, as well as any content and materials you can view or access, such as images, photos, sounds, music, text, articles, games, graphics, software, videos, programmes, live streams and channels ("Content").

The Content on the Service will change regularly – that means new articles, programmes, channels, sporting events and other content may become available whilst other existing content will stop being available. We may also update and modify elements of the Service itself from time to time – for example the design, layout, features and functionalities. See section 8 for more details.

Terms of Use

1. Access to the Service

- 1.1 You may be able to access and view some Content without registering or making a payment, but some Content will only be available to you if you:
 - (a) register an account ("Account"); or
 - (b) purchase a fixed term or recurring subscription ("Subscription").
- 1.2 You can use the Service, including signing-up for an Account and a Subscription, if you are aged 18 (or the age of full capacity in your territory of residence, if more than 18 years old) or older.
- 1.3 The Service (including any Content, features and functionalities) may vary depending on:
 - (a) your device and your territory of residence (for more information on supported devices, please see section 12 for more details);
 - (b) whether you are accessing the Service as an unregistered guest, a discovery+ Account-holder or subscriber;
 - (c) the type of Subscription you have chosen;
 - (d) any restrictions imposed by our commercial partners, including in relation to the rights granted to us; and
 - (e) whether you have purchased a Subscription directly from us, via another service or from one of our third party partners (please see section 11 for more details).

2. Your Account

- 2.1 When creating your Account or purchasing a Subscription, you must provide true, accurate and complete information to us. You may be able to use an account you already hold with a third party platform or other partner to create an Account, such as your login details with a social media service.
- 2.2 You are responsible for your Account login credentials, for keeping them confidential, and for all activities that are carried out under them (including all access to and use of the Service through your Account). We recommend that you do not reveal your payment details and your login credentials to any other person. You agree to notify us immediately if you become aware of or suspect any breach of security or unauthorised use of your password or other login credentials.

2.3 You agree to keep your Account login credentials (including any contact details and payment details) up to date, accurate and correct at all times while using the Service. We are not responsible for any losses or issues arising as a result of any inaccurate or incorrect Account information provided to us by you.

3. **Your Subscription**

3.1 If you purchase a Subscription from us, details of the price, currency and whether the Subscription auto-renews will be provided to you before you complete your purchase. Once you have completed your purchase from us, you can also access details about your Subscription at any time by going to your Account. If you have subscribed through a third party or another service, please read section 11.

3.2 If you are looking for more information about your Subscription, you can visit our Help Centre to find:

- (a) further details of the features of each type of Subscription sold by us, including how to turn off auto-renew (if applicable) and cancellation;
- (b) (if available in your territory) information on: (i) switching, upgrading or downgrading from one Subscription sold by us, or type of access, to another; or (ii) purchasing additional services, including any impact on your billing arrangements;
- (c) (if available in your territory) information on any other services you may sign-up to, access or pay for via our Website or App (e.g. where access to another WBD service, or a third party service, is bundled with your purchase of a Subscription) and how to add such services to your Account for payment, billing and cancellation purposes; and
- (d) (if available in your territory) information on how to line up a new Subscription sold by us to start when your current subscription period comes to an end, including eligibility requirements and the impact on your current Subscription.

4. **Automatic renewal**

4.1 Certain Subscriptions automatically renew unless you cancel your Subscription before your next renewal date (or before the end of any free period of access). If you purchase a Subscription through us, we will let you know, at the point of sign-up, if your type of Subscription will automatically renew.

4.2 For more information on how to turn off auto-renew, visit our Help Centre. If you have purchased a Subscription directly through us, you can also turn off auto-renew in your Account area.

4.3 If you are resident in France, the terms in Appendix 2 (section A) apply to any auto-renewing Subscriptions with a minimum term of 12 months or more.

5. **Free Period of Access**

5.1 Your Subscription may start with a free period of access. Free periods of access are available to new subscribers only (one per subscriber), unless we tell you otherwise. The specific duration of any free period of access will be specified at the point of sign-up.

5.2 You will be charged automatically at the end of your free period of access, unless you cancel your Subscription before the expiry of such period.

6. **Promotional Offers**

6.1 WBD, companies within the same group as WBD and/or our third party partners, may make available voucher codes, discounts or other promotional offers which may offer you discounted access to the Service or access to the Service at no cost to you ("Promotional Offers").

6.2 Promotional Offers may take a variety of forms and may be made available on a standalone basis or provided as part of a bundle with other products or services sold by WBD (or other companies within the same group as WBD) or with the products or services of one of our third party partners.

6.3 You may only use and redeem Promotional Offers in accordance with the specific terms and conditions which apply to them. Please check the relevant terms and conditions of the Promotional Offer for full details, including: (a) who is eligible to take up the offer; and (b) whether restrictions apply on combining a Promotional Offer with a free period of access, or with any other Promotional Offer.

6.4 Where a Promotional Offer is provided by a third party partner or by another company within the same group as WBD, additional terms and conditions may apply.

7. **Billing**

7.1 At the start of your Subscription (or at the end of your free period of access (if applicable)) and on any renewal, you will be charged using the payment method chosen by you when you first subscribed (the "Primary Payment Method"). See section 7.6 below for information on how to update or change your payment method.

7.2 You may have the option to provide multiple payment methods (each of these is called a "Backup Payment Method" in these Terms of Use) to be associated with your Account. In the event you submit multiple Backup Payment Methods, you hereby authorise WBD to charge any such Backup Payment Methods in the event the Primary Payment Method fails or cannot be charged for any other reason. You must not provide a Primary Payment Method or Backup Payment Method without authorisation from the relevant owner.

7.3 If a payment fails, because your Primary Payment Method has expired, you have insufficient funds, or otherwise, and you do not provide a valid Backup Payment Method or cancel your recurring Subscription, we reserve the right to suspend access to your Subscription and/or your Account until we (or the relevant third party) have obtained a valid payment method.

7.4 If you have a recurring Subscription, payments will be taken automatically on or around the first day of each new subscription period at the same price (unless we have notified you of a price change, in accordance with section 8). Usually the first payment will be taken on the day you subscribe or, if you have a free period of access, the day after your free period of access ends.

7.5 If you are eligible for a Promotional Offer which enables access to a Subscription for no charge for a specified period and then converts to a paid Subscription, your first payment will be taken on or around the end of the promotion period. If you are eligible for a Promotional Offer involving a discount, your Subscription payments will be reduced based on the terms of that Promotional Offer. After the discounted promotion period, the then standard subscription price will apply.

7.6 To view your billing information, turn off auto-renew or to update or change your payment method, go to your Account (unless you are paying via a third party or through another service, for example via Apple, Google or another of our third party partners, in which case see section 11 below).

7.7 We use other companies (including other companies in the same group as WBD), agents and contractors to process card transactions and other payment methods. For some payment methods, the relevant issuer may charge you certain fees, such as a foreign transaction fee or other fees relating to the processing of your payment method. Charges imposed by the relevant issuer (and any taxes applicable to such charges) may vary depending on the payment method used. You will be solely responsible for any such charges (and any taxes on such charges) which may apply. Check with your payment provider for details.

7.8 If you purchase a Subscription from us, provide a payment method during sign-up, or update your payment method, a nominal charge may be temporarily taken for verification purposes.

8. **Changes**

8.1 **Price changes**

(a) We may change the price of our Subscriptions from time to time, but, if you are a subscriber, we will give you at least 30 days' notice of any price changes. Price changes will not come into effect during your current Subscription period, so will only apply on renewal (if you have a Subscription which auto-renews). If you do not want to continue your Subscription at the new price, you can cancel your Subscription before the start of the next subscription period.

(b) If you have purchased a Subscription through one of our third party partners or another service, price changes may also be subject to the terms and conditions of that third party or service.

8.2 **Content changes**

As we mentioned above when describing the Service, the Content will change regularly. The availability of Content may change for various reasons, such as where third party rights-holders withdraw or restrict our right to use that Content on the Service, or for legal or regulatory reasons.

8.3 Updates and changes to the Service

- (a) We may regularly make updates and changes to the Service to: (A) ensure compliance with applicable laws and/or reflect changes in relevant laws and regulatory requirements, such as mandatory consumer laws; (B) perform temporary maintenance, fix bugs, implement technical adjustments and make improvements, such as adapting the Service to a new technical environment, transferring the Service to a new hosting platform, or ensuring Service compatibility with the devices and software listed in our Help Centre (as updated from time to time); (C) upgrade or amend the Service, including ending support for older versions of the App or its compatibility with certain devices as set out in the Help Centre, releasing a new version of the App on certain devices, or otherwise amending or making modifications to existing features and functionality; (D) alter the structure, design or layout of the Service, including changing the name of the Service or re-branding, or amending, improving and/or expanding the features and functionalities available; (E) for security reasons; and (F) for anti-piracy reasons. All changes which are necessary to ensure continued conformity of the Service are made without additional cost to you.
- (b) If we make changes as specified in 8.3(a) and these are changes which will negatively impact your access to or use of the Service in more than a minor way, we will give you the right to terminate your contract with us. If this type of change is going to come into effect during your current subscription period, you will be able to cancel your Subscription (at no cost to you) within 30 days from the date of any notice we provide or 30 days from when the change comes into effect, whichever is later. If you cancel in these circumstances, we will provide you with a refund for amounts you have paid for your Subscription but not yet received. If you do not refuse such changes or otherwise cancel your Subscription within 30 days from the date of any notice we provide or 30 days from when the change comes into effect, whichever is later, we will take that as acceptance of the changes.

8.4 Changes to these Terms of Use

- (a) We have the right to change these Terms of Use at any time for the following reasons: (i) to improve the Terms of Use, to make our Terms of Use clearer or easier to understand or to have all our customers on the same Terms of Use; (ii) to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment; (iii) to provide you with additional information about the Service, (iv) where we make changes to the Service or any Subscription, including where we change the way we structure our Service or expand the scope of the Service by adding additional features, functionality, Subscriptions or Content; (v) where we reorganise the way we run our business, including merging with another brand or service; or (vi) for security reasons, including where we introduce additional security checks or software to protect our Content or the Service.
- (b) In addition, we provide the Service on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these Terms of Use for reasons other than those set out above, provided that such amendments are reasonable.
- (c) 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).
- (d) 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.

If you are resident in France, the terms in Appendix 2 (section B) shall apply instead of this section 8.4(c) and 8.4(d).

- (e) The most up to date version of the Terms of Use will always be available on the Website and App from their effective date.

9. **Cancellation: Termination**

- 9.1 If you have purchased a Subscription from us that is set to auto-renew or that has an initial free period of access, you can cancel it at any time before the end of each subscription period (or free period of access). On cancellation, you will be able to continue to use your Subscription until the end of the current subscription period (or free period of access) and you will therefore not be offered a refund for the current subscription period. To manage or cancel your Subscription, go to your Account.
- 9.2 You will be informed at the point of signing up for a Subscription of any minimum term that applies, including whether this always lines up with your billing period.
- 9.3 If you signed up for a Subscription that is set to auto-renew through a third party (for example via an app store or one of our third party partners) and wish to cancel your Subscription, you will need to do so through that third party. For example, you may need to go to your device settings or visit your app store account and turn off auto-renew for discovery+.

10. **Right of Withdrawal**

- 10.1 If you are a resident in the UK or a country in the EEA, you have a legal right to withdraw from your Subscription agreement with us within 14 days of purchase.
- 10.2 If you are resident in the EEA, instructions on how to exercise this right, the consequences of exercising this right (including details of any amounts owed to us for the period from the beginning of your contract up to and including the day prior to your exercise of your right of withdrawal) and a model form that you can use are set out at the end of these Terms of Use in Appendix 1.
- 10.3 However, if you are a resident in the UK, when you purchase a Subscription from us and you request immediate access to your Subscription Content, you will also be asked to acknowledge that you understand this means you will lose your statutory right to withdraw from this contract and receive a refund within the 14 day withdrawal period.

11. **Bundles, third party platforms and additional terms**

- 11.1 If you access the Service or purchase a Subscription through a third party (e.g. an app store, platform or other streaming service), or through another service operated by us or another WBD group company (e.g. access to the Service via a bundle of WBD services), separate terms and conditions will apply in addition to these Terms of Use ("Additional Terms"). In these circumstances, the third party or relevant WBD company will generally be responsible for payment, billing and cancellation rights, so in the event of any inconsistency between those provisions in the Additional Terms and these Terms of Use, the provisions in the relevant Additional Terms will apply.
- 11.2 If you are paying for a Subscription via a third party or another WBD group company, or via another service, and wish to change your payment method, you will need to do so through that third party, group company or other service. If you encounter any problems with billing or payments, please refer to the Additional Terms for details of your rights to any refunds or credits relating to your Subscription.
- 11.3 Alternatively, if you sign-up, access or pay for another service via our Website or App (e.g. where access to another WBD service, or a third party service, is bundled with your purchase of a Subscription to our Service), Additional Terms for that other service will also apply. If you are paying for another service directly via our Service, we will be responsible for payment, billing and cancellation rights, so in the event of any inconsistency between those provisions in the Additional Terms and these Terms of Use, the provisions in these Terms of Use will apply. If you are paying for a service via our Service but payment is taken by a third party (e.g. an app store, platform or other streaming service), that third party's terms regarding payment, billing and cancellation will apply.

12. **Device restrictions, supported devices and updates**

- 12.1 You may only be able to watch Content on a certain number of devices at the same time. You can find details of these device restrictions in our Help Centre.

- 12.2 Availability and functionality of the Service depends on the quality of your internet connection and whether you have a compatible device and operating system. The Service, or some features of the Service, may not be available on all devices and/or on all operating systems (or all versions of such devices and operating systems). Please visit the Help Centre to see the full list of compatible devices and operating system requirements for the Service.
- 12.3 To get the best experience and to ensure the Service operates correctly, we recommend that you accept any updates to the Service that we inform you about as and when they become available. This may also require you to update your device operating system. As and when new operating systems and devices are released, we may over time stop supporting older versions. You should regularly check the Help Centre to see the full list of currently supported devices and operating system requirements.
- 12.4 Your use of any updates, modifications to, or replacement versions of the Service will be governed by these Terms of Use and any additional terms you agree to when you install such update, modification, or replacement version.

13. **Additional charges**

- 13.1 You are responsible for all internet access, mobile data or other charges incurred when using the Service and your Subscription. Remember that streaming and downloading audio-visual content such as videos and games can use up a lot of data.
- 13.2 Your mobile phone operator's standard messaging rates may apply for any SMS messages you receive from us.

14. **Your content**

- 14.1 If you have an Account, you may be able to interact with Content on the Service, including liking, commenting on, and sharing Content.
- 14.2 We want to encourage an open exchange of information and ideas on and through designated parts of the Service and associated community and social media pages. However, we cannot and do not review every posting made on public posting areas of the Service, or on discovery+ branded areas on community and social media sites, or chat rooms, forums and blogs. You can expect these areas to include content, information, and opinions from a variety of individuals and organisations other than us. We do not endorse or guarantee the accuracy of any posting, regardless of whether the posting comes from a user, from a celebrity or "expert" guest, or from a member of our staff. There is no substitute for healthy scepticism and your own good judgment. Responsibility for what is posted on public posting areas on the Service, and on discovery+ branded areas on community and social media sites, or in chat rooms, forums and blogs-, lies with each user – you alone are responsible for material you post. We do not control the messages, information or other content that you or others may provide on or through such areas.
- 14.3 WBD shall have the right, but not the obligation, to monitor any of your material on the Service to determine compliance with these Terms of Use. We reserve the right to decide whether your material on the Service complies with the requirements set out in these Terms of Use, and may remove, modify or delete such material, terminate or suspend your access and/or terminate or suspend your Account without prior notice, on becoming aware of any violation of these Terms of Use, or for legal or other reasons, or because the relevant material is objectionable. WBD also reserves the right to disclose any information to comply with any court order or lawful request that WBD believes necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part.
- 14.4 You agree that you will not submit, post or transmit on or through the Service any material that:
- (a) is defamatory, offensive, unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts, or is otherwise objectionable;
 - (b) infringes the rights of anyone else (including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights) or is in breach of these Terms of Use, any of our guidelines or any policy posted on the Service, or interferes with the use of the Service by others;
 - (c) contains any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal

licence or permission from the rightful owner or are otherwise legally entitled to share the material in question;

- (d) victimises, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - (e) collects for marketing purposes any email addresses or other personal information that has been posted by other users of the Service;
 - (f) impersonates any person, business or entity, including WBD and its employees and agents, or falsely states or otherwise misrepresents your affiliation with any person, business or entity, including WBD;
 - (g) contains an advertisement or solicitation or encourages others to make a donation;
 - (h) contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permits the unauthorised use of a computer or computer network;
 - (i) encourages conduct that would constitute a criminal offence or that gives rise to civil liability or that otherwise encourages others to commit illegal activities or cause injury or property damage to any other person;
 - (j) results in the posting or transmission of any message anonymously or under a false name; or
 - (k) results in a single message being posted to any area of the Service if that message is, in our view, off-topic or in violation of these Terms of Use.
- 14.5 When you upload or post any material to the Service, throughout the period of this contract and thereafter, provided that we are permitted to continue to use such material under applicable law, you grant:
- (a) to WBD, a worldwide, non-exclusive, transferable licence (with the right to sub-licence) to use, reproduce, distribute, modify, prepare derivative works of, display, publish, perform and sub-license all aspects of that material (including soundtracks or music) that are necessary for the provision of the Service; and
 - (b) to each user of the Service a worldwide, non-exclusive licence to access your material through the Service and to redistribute such material on the Service to the extent permitted by the functionality of the Service and under these Terms of Use.
- 14.6 You confirm and agree that WBD may publish, republish or otherwise transmit your material (and any sound featured in any content submitted by you), your name, and any other material you upload which features you (for example, any images or videos of you) throughout the world via discovery+ branded websites and on community and social media sites, including (without limitation) YouTube, Facebook, Twitter and Instagram pages operated by WBD (including regional discovery+ pages or foreign language channels) in the manner described in these Terms of Use and our Privacy Notice.
- 14.7 You agree that your material may be subject to minor alterations or modifications for technical or formatting purposes, subject to the preservation of the intellectual character of the work and you waive any right to inspect and approve a finished product or the copy that may be used in connection with material which you may upload or post on the Service, or the use to which such material may be applied.
15. **Ownership and Licence**
- 15.1 With the exception of content submitted to the Service by you (for which see section 14), 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 and stream, 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 If you have purchased a Subscription, you may be able to temporarily download selected items of Content from the Service to compatible devices for offline viewing.
- (a) There may be a limit to the total number of items of Content that you can download at any one time. These limitations will vary depending on the nature of the Content you have downloaded.
 - (b) Subject to rights restrictions or other limitations, you will usually have 48 hours to watch downloaded Content before it expires, once you have pressed play. Downloaded Content which has not been played within 30 days of initial download, will usually expire automatically.
 - (c) If you cancel your Subscription, or we no longer hold the necessary rights to the downloaded Content-, access to such downloads will automatically expire.
- 15.4 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.
- 15.5 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.
- 15.6 In the event of a material and/or repeated infringement, we may, without notice or prior intervention of a court or arbitral body, block your access to the Service and/or terminate any Account you may have and pursue any rights or remedies available to us.
16. **Your use of the Service**
- 16.1 You must not, and must not allow third parties to:
- (a) transmit, broadcast, display, perform, publish, license, offer for sale, make and/or distribute copies of any part of the Service except as expressly permitted by these Terms of Use;
 - (b) exhibit any Content or any part of the Service in any public place;
 - (c) frame any item of Content or the Service on (or incorporate any part of the Service into) another website, application, online service or audio-visual service;
 - (d) access or view any part of the Service and/or purchase your Subscription using a virtual proxy network;
 - (e) use your login credentials to access your Account or Subscription without authorisation from us, or do anything else which allows you to gain unauthorised access to the Service, or any account, computer system, or network connected to the Service, by means such as hacking, password mining or other illicit means;
 - (f) attempt to alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Service, unless you have a legal right to do so;
 - (g) remove, deactivate, degrade or thwart any of the content protections in the Service or the Content; and / or
 - (h) collect or harvest any personal data of any user of the Service (including any account name) or use any robot, bot, scraper, site search/retrieval application, proxy or other manual or automatic device, method, system or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service, your Subscription or the Content.
- 16.2 You may be able to create multiple profiles under your Account. If you do so, you remain responsible for all activities that are carried out using your Account.
- 16.3 You agree not to sign-up (or attempt to sign-up) multiple times for a free period of access or for the same Promotional Offer, or take any other action designed to enable you to benefit from multiple free periods of access or the same Promotional Offer. Any such action shall be a breach of these Terms of Use and may result in the termination of your Account and/or Subscription.

17. **Using the Service outside your home country of residence**

- 17.1 If you are resident in the EEA, you can access the Content usually available through your specific Subscription when visiting another EEA country, at no extra cost. This means that you can enjoy the same service and access the same Content, in the same language while abroad that you can access and enjoy when you are at home. This access is available only if you are temporarily abroad in another EEA country and we are able to verify that your country of residence is in the EEA.
- 17.2 Go to the Help Centre for more information about access to the Service outside your home country.

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

- 18.1 We can end our agreement with you (and consequently end your right to use all or part of the Service) at any time. If we end our agreement with you after you have purchased a Subscription directly from us, we will give you as much advance notice as is reasonably practicable and ensure that you either: (i) have access to your Subscription for the remainder of your subscription period; or (ii) get a refund for any remaining portion of your subscription period after the date on which our agreement ends. Your cancellation rights are set out in section 9.
- 18.2 If we discontinue any part of the Service, we will give you at least 30 days' prior notice (unless we need to discontinue the Service (or any part of it) more quickly for legal reasons, including in order to comply with a court order or due to a corporate re-structuring). If we discontinue a part of the Service you have subscribed to, we will provide you with a refund for any amounts you have paid us for the Service but not yet received.
- 18.3 In any event, we may immediately end or suspend your right to use all or any part of the Service or your Subscription if you have seriously breached these Terms of Use or if you are using any part of the Service fraudulently, illegally or in any manner other than for its intended purpose. We will tell you if we decide to end or suspend your right to use the Service. If what you have done can be put right we will give you a reasonable opportunity to do so.
- 18.4 If we end your rights to use the Service, your Account or your Subscription you must stop all activities authorised by these Terms of Use, including your use of the Service.

19. **Our liability to you**

- 19.1 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. For more information about your legal rights, contact your local consumer protection organisation.
- 19.2 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. 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. If you are a resident in Sweden, you may submit a non-conformity claim to us for the attention of our Customer Services Team at Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom or by contacting us in accordance with section 24. 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. If you are resident in France, the terms in Appendix 2 (section C) apply to the statutory guarantees of the Service and Content.
- 19.3 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;
 - (c) any lack of functionality or failure to provide any part of the Service or the Content, or any loss of content or data that is due to:

- (i) 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);
 - (ii) your failure to download or install any update or the most recent published version of the Service in order to benefit from new or improved features and/or functionality where we have informed you about the update, explained the consequences of failing to install it and provided installation instructions;
 - (iii) your failure to download or install any update or the most recent published version of the Service in order to meet any compatibility requirements where we have informed you about the update, explained the consequences of failing to install it and provided installation instructions;
 - (iv) unpredictable and insurmountable actions by third parties referred to in section 11 (for example an app store or one of our third party partners); or
 - (v) your internet connection not meeting the minimum bandwidth and/or speed requirements as detailed in the Help Centre.
- (d) incompatibility of any part of the Service or Content with any devices or operating systems other than those listed in our Help Centre.

20. Third party websites

20.1 The Service may include hyperlinks to other websites that are not owned or controlled by us.

- (a) We have no control over, and assume no responsibility for, the availability, content, privacy policies, or practices of any third party websites.
- (b) You acknowledge and agree that we will not be liable for any loss or damage which may be incurred by you as a result of the availability of those external third party sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

20.2 We encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of every other website that you visit.

21. Reporting Content

If you see any Content on the Service you want to flag or report to us because, for example, you believe it infringes another person's intellectual property rights, please contact us through our Help Centre.

22. Other terms

22.1 The agreement between us and you is personal to you and no third party is entitled to benefit under it. You agree that we can transfer our rights and obligations under these Terms of Use to any other companies in the same group as WBD 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.

22.2 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.

22.3 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.

22.4 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
Portugal	Portuguese Law
Romania	Romanian Law
Territories other than those listed above	England and Wales

22.5 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.

23. **Complaints**

23.1 If you have any complaints please try to speak to us first by contacting us using the details below.

- (a) If you live in Finland, you are entitled to bring a dispute before the Consumer Disputes Board (in accordance with the Finnish Consumer Protection Act). The address of the Consumer Disputes Board is Hämeentie 3, PO Box 306, FI-00531 Helsinki and the website is www.kuluttajariita.fi.
- (b) If you live in Sweden, any disputes arising out of or in connection with these Terms of Use which we cannot resolve mutually, may be settled by the Swedish National Board for Consumer Disputes (the "ARN"), Box 174, 101 23 Stockholm, Sweden (www.arn.se). The ARN is a public authority that settles disputes between consumers and business operators. You may as a consumer have any such dispute settled by the ARN free of charge. We will comply with the ARN's decision.
- (c) If you live in Norway, disputes arising out of or in connection with these Terms of Use may be brought before the Norwegian Consumer Council. The Norwegian Consumer Council's contact information may be found at <https://www.forbrukerradet.no/>.
- (d) If you live in France, in accordance with applicable consumer law, we offer you access to an alternative dispute resolution mechanism. Our mediator is AME CONSO, whose address is 11 Place Dauphine - 75001 Paris, France and whose website address is www.mediationconso-ame.com.
- (e) If you live in the Netherlands, in accordance with applicable consumer law, you are entitled to bring a claim or dispute before the Dutch Foundation for Consumer Complaints Boards (De Geschillencommissie). The address of the Dutch Foundation for Consumer Complaints Boards is Bordewijklaan 46, 2591 XR Den Haag, the Netherlands and the website is <https://www.degeschillencommissie.nl/>.
- (f) If you live in Portugal, any question or dispute arising from the application, interpretation, integration or execution of these Terms of Use, when it cannot be resolved by agreement between the parties, shall be submitted to the Portuguese courts. You are entitled to resort to the entities for Alternative Consumer Dispute Resolution listed in the Consumer Portal at <http://www.consumidor.pt/>, where you may consult the identification of these entities and information on your rights.

24. **Contacting us**

You can contact us through our Help Centre or using the details in Legal Information.

Appendix 1: Withdrawal Rights (EEA only)

Instructions on withdrawal:

Right of withdrawal

You have the right to withdraw from this contract within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day of conclusion of the contract.

To exercise the right of withdrawal, you must inform DPlay Entertainment Limited of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the below model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery if applicable (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, subject to section 5.2, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model Withdrawal Form:

(Complete and return this form only if you wish to withdraw from the agreement. **We recommend that if you purchased your Subscription from a third party other than WBD (such as an app store), you should submit this form with relevant information about them to that third party in order to withdraw from the agreement.**)

— To

FAO Customer Services, DPlay Entertainment Limited, Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom

support@discovery.plus

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: *[insert name of service and subscription type]*

— Ordered on (*)/received on (*)

— Email address used to register for the service

— Name of consumer(s)

— Address of consumer(s)

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

— Date

(*) delete as appropriate.

Appendix 2:

A: Statutory Terms Applicable to French Annual Subscribers

1. Article L.215-1: For service contracts having a definite term with a tacit renewal clause, the business shall inform the consumer in writing, by dedicated mail or email, at the soonest 3 months and at the latest 1 month prior the deadline for terminating the contract of his/her ability not to renew the contract. This information shall be provided by clear and understandable terms and shall mention, within a frame, the termination deadline.
2. When this information has not been provided according to the first paragraph, the consumer is entitled to freely terminate the contract any time as from the renewal date.
3. Prepayments made after the last renewal date or, for indefinite term contracts, after the date of transformation of the definite term contract, are reimbursed within 30 days as from the termination date, net of the amounts due for performance of the contract until said termination date.
4. Provisions of this article apply notwithstanding articles submitting some contracts to specific rules regarding the consumer information.
5. Article L.215-3: Provisions of this chapter are also applicable to contracts between businesses and non-professionals.
6. Article L.241-3: When the business has not reimbursed the consumer pursuant to article L. 215-1, the outstanding sums shall bear interests at the legal rate.

B: Further terms regarding changes to the Terms of Use applicable to French Subscribers

If we change these Terms of Use, 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). If you do not agree with the change, you must terminate your Subscription before the change comes into force. If you do so, the latest 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.

C: Statutory Guarantees under French law for the Service and Content applicable to French Subscribers

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 and 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 or 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.