

Terms of Use

Last updated: 1 September 2021

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 Discovery Networks Asia-Pacific Pte. Ltd. registered in Singapore with UEN 201117439N whose registered office is at 21 Media Circle, #08-01, Infinite Studios, Singapore 138562 ("Discovery", "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 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").

The parts of the Service that you sign up for when you purchase a Subscription, or when you activate an offer which provides access to Subscription-only Content, are called the "Paid Service" in these Terms of Use.

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. Persons below this age may only use the Service under your supervision.

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 11 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 10 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 10.
- 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 minimum subscription periods, auto-renewal (if applicable), how to turn off auto-renew and cancellation;
 - (b) (if available in your territory) information on switching, upgrading or downgrading from one Subscription sold by us, or type of access, to another, including any impact on your billing arrangements; and
 - (c) (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 auto-renewal, visit our Help Centre. If you have purchased a Subscription directly through us, you can also turn off auto-renew in your Account area.

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 Discovery, companies within the same group as Discovery and/or our third party partners may make available voucher codes, discounts or other promotional offers which may offer you free or discounted access to the Service ("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 Discovery (or other companies within the same group as Discovery) 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 Discovery, 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 7.7 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 Discovery 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 We reserve the right to change the date we charge you if any of your payment methods have not been successfully authorised.

7.5 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.

7.6 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.

7.7 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 10 below).

7.8 We use other companies (including other companies in the same group as Discovery), 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.

7.9 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) If you are a subscriber, we will give you at least 30 days' notice of any price changes and the right to cancel your Subscription. 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. Your continuous use of your Subscription once it auto-renews at the new price shall be taken as your consent to a price change.

(b) If you have purchased a Subscription through one of our third party partners (including Apple or Google) or another service, price changes will 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 Changes to the Service

(a) **Free access:** We may make changes to, or discontinue, the free elements of the Service at any time without notice. This includes any parts of the Service that you can access as an unregistered guest and as an Account holder, without purchasing a Subscription.

(b) **Paid Service:** If we make changes to the Paid Service, the following terms apply:

(i) **Minor changes:** We may regularly make minor or beneficial changes to the Paid Service: (i) to reflect changes in relevant laws and regulatory requirements; (ii) to perform temporary maintenance, implement technical adjustments and make improvements; and (iii) to alter the design or layout of the Service, or improve and/or expand the features and functionalities available. These changes will not significantly impede your use of the Service or disadvantage you.

- (ii) **Significant changes:** Sometimes we might have to make a significant change to the Paid Service. If we have to make a significant change that we reasonably consider will disadvantage you, wherever possible we will give you at least 30 days' notice and an opportunity to cancel. If you do not cancel your Subscription after we have notified you about any such changes and before these changes take place, we will take that as your acceptance of the changes. However, there will be times when we will need to make significant changes without notice. These will be limited to instances where we need to take action to ensure the security and operability of the Service or to meet legal requirements.

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 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 affect you, 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 disadvantage you, we will provide you with at least 30 days' notice of the changes and explain how to let us know if you refuse to accept the new terms. If you let us know that you refuse to accept the new Terms of Use before the changes are due to take effect, 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. If you do not tell us that you refuse to accept any such changes before such changes take place, we will take that as your acceptance of the changes.
- (e) The most up to date version of the Terms of Use will always be available on the Website and Apps from their effective date.

9. Cancellation

- 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. To manage or cancel your Subscription, go to your Account.
- 9.2 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. Third party platforms and additional terms

10.1 If you access the Service or purchase a Subscription through a third party (e.g. an app store or platform), or through another service operated by us or another Discovery group company (e.g. a bundle of Discovery services), separate terms and conditions will apply in addition to these Terms of Use ("Additional Terms"). In these circumstances, the third party or relevant Discovery 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.

10.2 If you are paying for a Subscription via a third party or another service and wish to change your payment method, you will need to do so through that third party 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. Device restrictions, supported devices and updates

11.1 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.

11.2 Availability and functionality of the Service depends on the quality of your internet connection and device capabilities. The Service, or some features of the Service may not be available on all devices and/or on all operating systems. Please visit the Help Centre to see the full list of supported devices and operating system requirements.

11.3 To get the best experience and to ensure the Service operates correctly, we recommend that you accept any updates to the Service 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.

11.4 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.

12. Additional charges

12.1 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.

12.2 Your mobile phone operator's standard messaging rates may apply for any SMS messages you receive from us.

13. Your content

13.1 If you have an Account, you may be able to interact with Content on the Service, including liking, commenting on and sharing Content.

13.2 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.

- 13.3 Discovery 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. Discovery also reserves the right to disclose any information to comply with any court order or lawful request that Discovery 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.
- 13.4 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, or of 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 Discovery and its employees and agents, or falsely states or otherwise misrepresents your affiliation with any person, business or entity, including Discovery;
 - (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.

13.5 When you upload or post any material to the Service, you grant:

- (a) to Discovery, 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-licence 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.

13.6 You confirm and agree that Discovery, in compliance with the law, may publish, republish or otherwise transmit your material (and any sound featured in any content submitted by you) and your name and likeness 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 Discovery (including regional discovery+ pages or foreign language channels).

13.7 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.

14. **Ownership and Licence**

14.1 With the exception of content submitted to the Service by you (for which see section 13), 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.

14.2 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.

14.3 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, any downloaded Content will automatically expire.

- 14.4 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.
- 14.5 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.
- 14.6 In the event of any 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.

15. **Your use of the Service**

- 15.1 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 for the benefit of any third party, or exhibit any of the Service in any public place;
 - (b) frame any item of Content or the Service, or incorporate any part of the Service into another website, application, online service or audio-visual service, whether owned by us or our third party partners;
 - (c) access or view any part of the Service and/or purchase your Subscription using a virtual proxy network;
 - (d) use your login credentials to access your Account or Subscription without authorisation, 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;
 - (e) attempt to alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Service, unless you have a legal right to do so;
 - (f) remove, deactivate, degrade or thwart any of the content protections in the Service or the Content; and / or
 - (g) 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.
- 15.2 You agree not to sign-up multiple times for a free period of access or for the same type of 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.

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

- 16.1 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 the Paid Service to which your Subscription relates 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.

16.2 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.

16.3 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.

17. **Our liability to you**

17.1 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.

17.2 If we breach these Terms of Use we will only be liable for losses which are foreseeable. Losses are foreseeable where they are obvious, or both you and Discovery knew they might happen at the time of you agreeing to these Terms of Use.

17.3 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 as a "force majeure event" pursuant to local law (where applicable). This could be due to things such as 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 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) your equipment, devices, operating system or internet connection (including the providers of such products or services, and malware, viruses or bugs originating from third parties or on any of your devices), or the consequences of you changing your equipment, device, operating system or internet connection; (ii) your failure to download any update or the most recent published version of the Service, or to meet the compatibility requirements; or (iii) actions by third party platforms which distribute our Service or Content; (d) incompatibility of any part of the Service or Content with any devices or operating systems other than those listed in our Help Centre.

17.4 We can't guarantee that the Service or the Content will be entirely free from bugs or errors or that your access will be free from interruptions (for example there may be downtime for maintenance or updates or any power or server outages or other reasons outside our control), however where we are made aware of technical issues we will always try to fix them.

18. **Advertising and third party websites**

18.1 The Service and Content may contain advertisements. To the extent provided by law, we are not liable to you for any reliance placed by you on the completeness, accuracy or existence of any advertising on the Service and Content, where such advertising is not under our control.

18.2 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.

18.3 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.

19. **Reporting Content**

19.1 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.

20. **Other terms**

20.1 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 Discovery 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.

20.2 If any 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 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.

20.3 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.

20.4 These Terms of Use shall be governed by and construed in accordance with the laws of Singapore. 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. If you live in Singapore, you will only be able to bring a claim related to or arising from these Terms of Use in the courts of Singapore. If you live outside of Singapore, you can bring a claim in the courts of your jurisdiction.

20.5 Except for any of Discovery's parent, subsidiaries, or affiliates, a person who is not a party to these Terms of Use shall have no right under the Singapore Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these Terms of Use and the application of the Singapore Contracts (Rights of Third Parties) Act (Cap 53B) is expressly excluded.

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

21. **Contacting us**

You can contact us through our Help Centre at <https://support.discoveryplus.com/hc/en-ph>.