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# Argo Media Terms and Conditions

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Welcome to Argo Media Inc.

Argo Media Inc. and/or its affiliates ("Argo Media") provide digital content and features to you when you visit or use Argo Media services, use Argo Media applications for mobile, or use software provided by Argo Media in connection with any of the foregoing (collectively, "Argo Services"). Argo Media provides the Argo Services subject to the following conditions.

**By using Argo Services, you agree to these conditions of use. Pleaseread them carefully.**

We offer a wide range of Argo Services, and sometimes additional terms may apply. When you use an Argo Service, you also will be subject to the guidelines, terms and agreements applicable to that Argo Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

## PRIVACY

Please review our Privacy Policy Notice, which also governs your use of Argo Services, to understand our practices.

## ELECTRONIC COMMUNICATIONS

When you use Argo Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. By registering, you consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Argo Services, such as our Message Center, and you can retain copies of these communications for your records. You may opt out of all marketing emails at any time by simply clicking the “Unsubscribe” button at the bottom of any marketing email. If you opt out, you will still receive transaction-related emails as well as emails related to your account. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## COPYRIGHT

All content included in or made available through any Argo Service, such as text, graphics, logos, button icons, images, audio clips, digital content, data compilations, and software is the property of Argo Media or its content suppliers and protected by United States and international copyright laws. The compilation of all

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## **PATENTS**

One or more patents owned by Argo Media may apply to the Argo Services and to the features and services accessible via the Argo Services. Portions of the Argo Services may operate under license of one or more patents.

## **LICENSE AND ACCESS**

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## **YOUR ACCOUNT**

You need your own Argo Media account to use Argo Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Argo Media does offer digital content for children, but all digital content is intended for adults, who can purchase and access with a credit card or other permitted payment method. If you are under 18, you may use the Argo Services only with involvement of a parent or guardian. Parents and guardians may create sub-profiles for teenagers in their Argo Media account. Argo Media reserves the right to refuse service, terminate accounts, terminate your rights to use Argo Services, remove or edit content, or cancel

service in

its sole discretion.

## **REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT**

You may post reviews, comments, ratings, photos, videos, and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Argo Media reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Argo Media a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media now known or hereafter devised. You grant Argo Media and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Argo Media for all claims resulting from content you supply. Argo Media has the right but not the obligation to monitor and edit or remove any activity or content. Argo Media takes no responsibility and assumes no liability for any content posted by you or any third party.

## **INTELLECTUAL PROPERTY COMPLAINTS**

Argo Media respects the intellectual property of others. If you believe that your intellectual property rights are being infringed, please contact us immediately and file a claim for copyright infringement.

## **DIGITAL CONTENT DESCRIPTIONS**

Argo Media attempts to be as accurate as possible. However, Argo Media does not warrant that digital content descriptions or other content of any Argo Service is accurate, complete, reliable, current, or error-free.

## **APP PERMISSIONS**

When you use apps created by Argo Media, such as the Argo Media App, you may grant certain permissions to us for your device. Most mobile devices provide you with information about these permissions.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THE ARGO SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE ARGO SERVICES ARE PROVIDED BY ARGO MEDIA ON AN

"AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. ARGO MEDIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, AS TO THE OPERATION OF THE ARGO SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE ARGO SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE ARGO SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, ARGO MEDIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ARGO MEDIA DOES NOT WARRANT THAT THE ARGO SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE ARGO SERVICES, ARGO'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM ARGO MEDIA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, ARGO MEDIA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY ARGO SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY ARGO SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

## **DISPUTES**

**Any dispute or claim relating in any way to your use of any Argo Service, or to any products or services sold or distributed by Argo Media will be resolved by binding arbitration, rather than in court,** except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.**

Any dispute, effort, or proceeding of any nature whatsoever to enforce, challenge or interpret any provision of this agreement shall, at the request of either party, be subject to confidential mediation before JAMS under the then-current JAMS International Mediation Rules & Procedures, except as provided otherwise in this paragraph. If mediation is not successful, such dispute, effort or proceeding shall be resolved through a confidential arbitration before JAMS under the then-current JAMS Comprehensive Arbitration Rules & Procedures, except as provided otherwise in this paragraph. The arbitrator shall award attorneys' fees and costs to the prevailing party. Any such mediation or arbitration shall take place in Los Angeles, California, or such other location as the parties may agree.

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## **APPLICABLE LAW**

By using any Argo Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of California, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Argo Media.

# SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies. These policies also govern your use of Argo Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## Terms of Use:

### 1. THE SERVICE

Argo Media (the "Service") is a personalized service that offers, recommends and helps you discover digital shorts and other video content (collectively, "Digital Content") and other services as provided in this Agreement. You can access the Service and Digital Content through the Argo Media mobile application. If you are under 18 years of age, or the age of majority in your location, you may use the Service only with involvement of a parent or guardian. We personalize content and features as part of the Services, including showing you recommendations on Digital Content, features and services that might be of interest to you. We also endeavor to continuously improve Argo Media services and your experience with them.

### 2. COMPATIBLE DEVICES

In order to stream the Digital Content, you will need to use a mobile device, personal computer, or other device that meets the system and compatibility requirements that we establish from time to time (a "Compatible Device"). We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. Accordingly, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

### 3. GEOGRAPHIC VARIABILITY

Due to technical and other restrictions imposed by content providers, the Service is available only in certain locations. The Digital Content (including subtitled and dubbed audio versions of Digital Content) and how we offer Digital Content to you will vary over time and by location. Argo Media will use technologies to verify your geographic location. You may not use any technology or technique to obscure or disguise your location.

### 4. DIGITAL CONTENT

**a. General.** The Service may allow you to: (i) access Digital Content on a subscription basis for viewing during a limited period of time during a subscription period ("Subscription Digital Content"), (ii) rent Digital Content for on-demand viewing over a limited period of time ("Rental Digital Content"), and/or (iii) access Digital Content on an ad-supported or promotional basis for viewing over a limited period of time ("Ad-Supported Digital Content"). Digital Content may be available as Subscription Digital Content, Ad-Supported Digital Content, or any combination of those, and in each case is subject to the limited license grant below.

**b. Usage Rules.** Your use of Digital Content is subject to the Argo Media Usage Rules (the "Usage Rules"). The Usage Rules provide important information, including the time period during which you are authorized to view different types of Digital Content (the "Viewing Period") and limitations on the number and type of Compatible Devices on which each type of Digital Content may be streamed and viewed.



Due to limitations imposed on us by our content suppliers, the videos we make available to you on Argo Media are subject to restrictions on viewing and on the length of time we make them available to you. The specific restrictions applicable to each of the videos depends on whether you access the video on a subscription basis through a paid subscription or a promotional trial. These restrictions may change over time as we add new features, devices and content to our service. The following are restrictions for accessing Argo Media through your Web browser and compatible Internet-connected mobile devices, tablets and other compatible devices.

### **Argo Media Videos**

- **Ways to Watch:** When you access Argo Media, we will make digital content available to you to stream as follows:
- **Streaming:** You may stream videos online through your Web browser and compatible Internet-connected mobile devices, tablets, and other compatible devices.
- **Viewing Period:** Indefinite -- you may watch and re-watch the videos on Argo Media as often as you want and as long as you want (subject to the limitations described in the Terms of Use). If you cancel your Argo Media service or it expires, you will no longer have access to view the videos.

**c. Subscriptions/Memberships.** Offers and pricing for subscriptions (also referred to at times as memberships), the subscription services, the extent of available Subscription Digital Content, and the specific titles available through subscription services, may change over time and by location without notice (except as may be required by applicable law). Unless otherwise indicated, any price changes are effective as of the beginning of the next subscription period. If you do not agree to a subscription change, you may cancel your subscription per Section 4(d) below. The pricing for subscriptions or memberships may include VAT and/or other taxes. Where applicable, such taxes will be collected by the party with whom you transact for the service, which may be Argo Media or a third party. We make no guarantee as to the availability of specific Subscription Digital Content or the minimum amount of Subscription Digital Content available in any subscription.

Some of the subscription services that we offer are from third parties. Third parties that provide subscription services (for example, through third-party channels) may change or discontinue the features of their services or the content in their services. Argo Media is not responsible for the content contained in any third-party subscription service or the features of these services.

**d. Cancellation of Subscriptions/Memberships.** You may cancel a video-only subscription or membership service any time by visiting Your Account and adjusting your membership settings, by contacting Argo Media customer service, or by using any cancellation form that we make available to you on your Video Marketplace or, if you transact for the applicable Argo Media subscription or membership service through a third party, through your account with such third party. If you cancel within 3 business days of signing up for, or converting from a free trial to, a paid membership (or, for customers in the European Union, within 14 days of receiving confirmation of your subscription or membership service), we will refund your full membership fee; except that we may charge you (or withhold from your refund) the value of the Service used through your account during such period. You also expressly accept that the Service will start within your cancellation period. If you cancel at any other time, we will refund your full membership fee only if Digital Content available as part of your video-only membership has not been accessed through your account since your latest membership charge.

**e. Payment Methods.** If we are unable to process your payment using your designated payment method, we reserve the right to charge any payment method we have on file for you. If you purchase a subscription or start a free trial for a subscription, your subscription will automatically continue, and you authorize us (without further notice, unless required by applicable law) to collect the then-applicable periodic subscription fee including any taxes, using any payment method we have on file for you. We will continue

to

bill you for the relevant subscription service until cancelled. If all payment methods we have on file for you are declined for payment of your subscription fee, your subscription will be cancelled unless you provide us with a new payment method. If you provide us with a new payment method and are successfully charged before your subscription is cancelled, your new subscription period will be based on the original billing date and not the date of the successful charge. You can use "Your Account" settings to update your designated payment method(s).

**f. Promotional Trials.** We sometimes offer eligible customers various trial or other promotional memberships (certain fees may apply), which are subject to this Agreement except as otherwise stated in the promotional offers. We reserve the right, in our sole discretion, to determine your eligibility. Trial members may at any time (through Your Account) choose not to continue to paid membership at the end of the trial period.

**g. Limited License to Digital Content.** Subject to payment of any charges to access Digital Content, and your compliance with all terms of this Agreement, Argo Media grants you a non-exclusive, non-transferable, non-sublicensable, limited license, during the applicable Viewing Period, to access and view the Digital Content in accordance with the Usage Rules, for personal, non-commercial, private use. We may automatically remove Digital Content from your Compatible Device after the end of its Viewing Period.

**h. Playback Quality; Streaming.** The playback resolution and quality of the Digital Content you receive will depend on a number of factors, including the type of Compatible Device on which you are accessing the Digital Content and your bandwidth, which may increase or decrease over the course of your viewing. If we detect that Digital Content we are streaming to you may be interrupted or may otherwise not play properly due to bandwidth constraints or other factors, we may decrease the resolution and file size of the streamed Digital Content in an effort to provide an uninterrupted viewing experience. While we strive to provide you a high quality viewing experience, we make no guarantee as to the resolution or quality of the Digital Content you will receive when streaming, even if you have paid extra for access to high definition, ultra-high definition, or high-dynamic-range content.

**i. General Restrictions.** You may not (i) transfer, copy or display the Digital Content, except as permitted in this Agreement; (ii) sell, rent, lease, distribute, or broadcast any right to the Digital Content; (iii) remove any proprietary notices or labels on the Digital Content; (iv) attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or other content protection system used as part of the Service; or (v) use the Service or Digital Content for any commercial or illegal purpose.

## 5. SOFTWARE

**a. Use of the Software.** We may make available software for your use in connection with the Service ("Software").

**b. Information Provided to Argo Media.** The Service and Software may provide Argo Media with information relating to your use and the performance of the Service and Software, as well as information regarding the devices on which you download and use the Service and Software. For example, the Software may provide Argo Media with information related to the Digital Content that you stream and your use of that Digital Content (such as whether and when you viewed the Digital Content, which may, among other things, help us measure the Viewing Period for Rental Digital Content). Any information we receive is subject to the Argo Media Privacy Policy Notice.

## 6. ADDITIONAL TERMS

**a. Termination.** We may terminate your access to the Service, including any subscription available as part of the Service, at our discretion without notice (except as may be required by applicable law). If we do so, we will give you a pro-rated refund of your subscription fee (if any); however, if you violate any of the

terms of this Agreement, your rights under this Agreement will automatically terminate without notice, and Argo

Media may, in its discretion, immediately revoke your access to the Service and to Digital Content without refund of any fees.

**b. Explicit Content.** By using the Service, you may encounter content that may be offensive, indecent or objectionable; this content may or may not be identified as having explicit language or other attributes. Nevertheless, you agree to use the Service at your sole risk, and Argo Media has no liability to you for any content. Content types, genres, categories, and descriptions are provided for convenience, and Argo Media does not guarantee their accuracy.

**c. Communications.** We may send you promotions or otherwise communicate with you electronically, which may include e-mail, push notification, or posts to your Argo Media Message Center, and you hereby consent to receive those communications (unless you are a customer in the European Union, in which case the preceding sentence does not apply). These communications will be in accordance with the Argo Media Privacy Policy Notice. To stop receiving marketing communications from Argo Media, update your marketing communication preferences from Your Account.

**d. Modification of Service.** Argo Media reserves the right to modify, suspend, or discontinue the Service, or any part of the Service, at any time and without notice (except as required by applicable law), and Argo Media will not be liable to you should it exercise such rights, even if your ability to use Digital Content is impacted by the change.

**e. Amendments.** Argo Media reserves the right to make changes to this Agreement at any time by posting the revised terms in connection with the Service. To the maximum extent permitted by law, your continued use of the Service or Software following any changes will constitute your acceptance of such changes. However, any increase in subscription fee will not apply until your subscription is renewed.

**f. Reservation of Rights; Waiver.** The Service, Software and the Digital Content embody intellectual property that is protected by law. Copyright owners of Digital Content are intended third-party beneficiaries under the Agreement. Our failure to insist upon or enforce your strict compliance with the Agreement will not constitute a waiver of any of our rights.

**g. Disputes/Conditions of Use.** Any dispute or claim arising from or relating to this Agreement or the Service is subject to the governing law, disclaimer of warranties and limitation of liability, any binding arbitration, and all other terms in the Argo Media Conditions of Use. You agree to those terms by using the Service. **YOU MAY ALSO BE ENTITLED TO CERTAIN CONSUMER PROTECTION RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION.**

**h. Limitation of Liability.** Without limiting the disclaimer of warranties and limitation of liability in the Argo Media Conditions of Use: (i) in no event shall our or our software licensors' total liability to you for all damages arising out of or related to your use or inability to use the Software exceed the amount of fifty dollars (\$50.00); and (ii) in no event shall our or our Digital Content providers' total liability to you for all damages arising from your use of the Service, the Digital Content, or information, materials or products included on or otherwise made available to you through the Service, exceed the amount you paid to us over the past 12 months to view the Digital Content related to your claim for damages. The limitations in this section will apply to you even if the remedies fail of their essential purpose.

**CERTAIN JURISDICTIONS, INCLUDING JURISDICTIONS IN THE EUROPEAN UNION, DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**

**i. Contact Information.** For communications concerning this Agreement, please write to Argo Media at: 301 N. Canon Drive, Suite 223, Beverly Hills, CA 90210 CA USA; or e-mail to: <mailto:info@argomedia.co>.

**j. Severability.** If any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.