

## Terms of Use

**IMPORTANT! PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SERVICE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS IN RESPECT OF YOUR USE OF THIS APPLICATION (THE "SERVICE").** Access to and use of the Service is provided by Home Box Office, Inc. ("HBO", "us" or "we") subject to the following terms (the "Terms" or "Agreement"):

**1. ACCEPTANCE OF TERMS:** The Service is designed for and targeted to adults. It is intended for residents of the United States of America (the "Territory") who are at least 18 years of age or older. In order to use and access the features and services provided by this Service you must be 18 years of age or older (or whatever the applicable age of majority (legal adulthood) is where you are located), and a resident of the Territory. If you are not at least 18 years or the age of majority, or if you do not reside in the Territory, please stop and discontinue your use of the Service. If for any reason you do not agree with all of the terms and conditions contained in this Agreement, including the Service's Privacy Policy, please discontinue using the Service immediately. By using the Service, you acknowledge to be legally bound by all of the terms of this Agreement. We reserve the right to change the terms of this Agreement or to change, modify or otherwise alter any features of the Service at any time and for any purpose without notice. You should visit this page regularly and review this Agreement for the current terms of this Agreement, since your continued access or use of the Service will be deemed as an irrevocable acknowledgement of any such changes, modifications or alterations.

**2. COPYRIGHTS AND TRADEMARKS:** The Service and all materials incorporated on the Service (including, but not limited to text, photographs, graphics, video and audio content) are protected by copyrights, patents, trade secrets or other proprietary rights under the respective laws of the Territory. Some of the titles, characters, logos or other images incorporated by HBO on the Service are also protected as registered or unregistered trademarks, trade names and/or service marks ("Trademarks") owned by HBO or its parent or affiliates. All other trademarks are the property of their respective owners. Use of the Trademarks of HBO or of any other party is not authorized in any manner other than as incorporated into the Service.

**3. RESTRICTIONS ON USE OF MATERIALS:**

(a) You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the Service, except that you may access and display material and all other content displayed on the Service for noncommercial, personal, entertainment use on a single computer or device only. Using any material on any other website or networked computer environment is prohibited. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on the Service into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

(b) HBO respects the intellectual property rights of others and asks users of the Service to do the same.

**4. NO RELIANCE ON INFORMATION:**

THE CONTENT ON THE SERVICE IS PROVIDED FOR GENERAL INFORMATION ONLY. ALTHOUGH WE MAKE REASONABLE EFFORTS TO UPDATE THE INFORMATION AND CONTENT ON THE SERVICE, WE

MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT THE INFORMATION AND CONTENT ON THE SERVICE IS ACCURATE, COMPLETE OR UP-TO-DATE AT ANY TIME.

#### 5. SUBMISSIONS:

(a) The Service permits you and others to post, upload, input, submit or share personal stories, views, anecdotes, information, names (including without limitation your own), biographies, and other materials provided to HBO by you ("Submissions"). Please be aware that any Submissions you may make will not be acknowledged and the act of providing Submissions does not create a fiduciary or other special relationship between you and HBO, its parent, or any of its affiliates, agents, licensees, successors or assigns (the "HBO Entities") or place the HBO Entities in a position that is any different from the position held by members of the general public. You acknowledge and agree that the HBO Entities do not have presently, or shall have in the future, any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright in and to your Submissions, and are not responsible for the loss, deletion, failure to store or misdelivery of any Submissions, and have no obligation whatsoever to use or display any Submissions, anywhere worldwide.

(b) Be advised that Submissions do not necessarily reflect the views of HBO or the HBO Entities. To the fullest extent permitted by applicable laws, the HBO Entities exclude all responsibility and liability for the Submissions or for any losses or expenses resulting from their use and/or appearance on the Service or elsewhere. You hereby represent and warrant that you have all necessary rights in and to all Submissions you provide and all material, content and information they contain and that such Submissions shall not infringe any proprietary right, intellectual property right or other rights of third parties.

(c) In any event, no Submissions or other material you send to us will be treated as confidential.

#### 6. LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY LAW, THE HBO ENTITIES EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO THE SERVICE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED.

TO THE EXTENT PERMITTED BY LAW, THE HBO ENTITIES WILL NOT BE LIABLE TO ANY USER FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:

- USE OF, OR INABILITY TO USE, THE SERVICE; OR
- USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON THE SERVICE, INCLUDING ANY USER CONTENT (AS DEFINED IN SECTION 8(B) AND WHICH INCLUDES USER CONTENT UPLOADED BY YOU).

PLEASE NOTE THAT THE SERVICE IS ONLY PROVIDED FOR YOUR PRIVATE USE. YOU AGREE NOT TO USE THE SERVICE FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND THE HBO ENTITIES HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

THE HBO ENTITIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE, OR ON ANY WEBSITE LINKED TO IT.

## 7. RULES OF CONDUCT:

(a) Please act responsibly when using the Service. You may only use the Service and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through the Service. You may not collect or store personal data regarding other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the Service is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted (other than by HBO) or privately transmitted on or through the Service are the sole responsibility of the sender, not HBO or the HBO Entities, and that you are responsible for all material you upload, post or otherwise transmit to or through the Service.

(b) HBO requires that you do not submit any Submissions or otherwise make available on the Service any content, or act in a way, which in our opinion:

(i) libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;

(ii) seeks to exploit or harm children;

(iii) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;

(iv) violates any law or may be considered to violate any law;

(v) you do not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);

(vi) advocates or promotes illegal activity;

(vii) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;

(viii) includes programs which contain viruses, worms and/or "Trojan horses" or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;

(ix) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Service;

(x) copies any other pages or images on this Service except with appropriate authority;

(xi) amounts to "data warehousing" (i.e., using any web space made available to you as storage for large files which are only linked from other sites). You must provide a

reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via us;

(xii) disobeys any policy or regulations established from time to time regarding use of this Service or any networks connected to this Service; or

(xiii) contains links to other sites that contain the kind of content, which falls within the descriptions set out at (i) to (xvi) above.

(c) In addition, unless otherwise permitted by HBO, you are prohibited from removing any sponsorship banners, similar promotional displays and inserts or other material inserted by HBO anywhere on the Service (e.g., on any web space made available for your use).

## 8. USE OF SUBMITTED CONTENT:

(a) HBO will consider anything you provide to HBO and/or contribute to the Service (including all Submissions) as available for use by the HBO Entities worldwide, free of any obligations to you.

(b) By posting or uploading any Submissions or other content to the Service and/or providing any communication or material to HBO ("User Content"), to the maximum extent permitted by applicable law, you automatically and irrevocably:

(i) grant to the HBO Entities a royalty-free, non-exclusive, transferable, unrestricted, worldwide license, to the fullest extent and for the maximum duration permitted by applicable law, to use, store, copy, edit, reproduce, issue copies of, rent or lend, show, communicate to the public, create derivative works from, modify and adapt the User Content (in whole or in part) and to authorize anyone to do any of the preceding acts throughout the world, together with all consents (if any) necessary to enable any of the preceding acts by the HBO Entities and/or by any person authorized by the HBO Entities, by any means and in all media now known or hereafter devised, in whole or in part, without payment or other reference to you or any other person, and to advertise and promote such exploitation, for the full period of all such rights (together with any extensions and renewals) and insofar as possible in perpetuity. If any new media is created in the future, you undertake to confirm that the HBO Entities may enjoy the preceding usage rights in relation to such media by way of a separate document for no additional consideration; and without in anyway limiting the foregoing, recognizing the HBO Entities' reliance hereon, you hereby irrevocably release, discharge and hold harmless the HBO Entities and each of them from and against any and all actions, damages, costs, liabilities, claims, losses and expenses of every type and description (including attorneys' fees and expenses) to which the HBO Entities or any of them may be subject as a result of or in any way related to any use of the User Content by any of the HBO Entities, including without limitation any claim for violation, infringement or invasion of any copyright, patent, trademark right, privacy or publicity right, defamation or any other right whatsoever that you now have or may ever have resulting from or relating to any such use of the User Content;

(ii) waive all moral rights and neighboring rights or rights of a similar nature in the User Content (including without limitation any applicable rights to be identified as author, rights to object to derogatory treatment, rights not to be falsely attributed, rights to privacy, rights to decide when the User Content should be made accessible to the public, or rights to oppose any adaptation or alteration of the User Content) which may be available to you in any part of the world and confirm that no such rights have been asserted;

(iii) appoint HBO or anyone HBO designates as your agent with full power to enter into any document and/or do any act HBO or the HBO designate may consider appropriate to confirm the grant and assignment, consent and waiver set out above;

(iv) warrant that you are the owner of the User Content and entitled to enter into this Agreement and that the use of the User Content by the HBO Entities will not infringe the rights of any third party; and

(v) confirm that no such User Content will be subject to any obligation, of confidence or otherwise, to you or any other person and that the HBO Entities shall not be liable for any use or disclosure of such User Content.

(c) Without prejudice to the foregoing, you understand that your Submissions may be published, displayed or otherwise used (in whole or in part) on the Service, at 'Abortion: Stories Women Tell' exhibitions, on advertising and marketing materials by the HBO Entities worldwide, with respect to the 'Abortion: Stories Women Tell' documentary film and that you will not be compensated for any such use of your Submission.

9. **THIRD PARTY SITES:** The Service may link you to other sites on the "Internet". These other sites are not under the control of HBO, and you acknowledge that (whether or not such sites are affiliated in any way with any HBO Entity) the HBO Entities are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by HBO or any HBO Entity or any association with its operators.

10. **INVESTIGATIONS/VIOLATIONS:** If HBO or an HBO Entity believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any Submission, remove the material permanently, cancel Submissions, warn users, or take other corrective action it deems appropriate and without notice. The HBO Entities may: (i) provide personal data in response to legal process, for example, in response to a court order or a subpoena; and (ii) disclose such information in response to a law enforcement agency's request, and shall have no liability to you for such disclosure.

11. **RESPONSIBILITY FOR LOSS:** You agree that you will be responsible and liable to the HBO Entities, in respect of all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your breach of any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto the Service's servers, and/or from any and all use of your account in violation of this Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim in respect of which you are responsible and/or liable to us under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

12. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

13. **CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL:** The HBO Entities shall not have any liability to you by reason of any delay or failure to perform any obligation hereunder if the delay or failure to perform is occasioned by circumstances beyond our reasonable control, which shall refer to any act of God, storm, fire, casualty, unanticipated work stoppage, power outage, satellite failure, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, Governmental action, or other circumstance beyond our reasonable control.

#### 14. DISPUTE RESOLUTION:

(a) Except with regard to the enforceability of the arbitration agreement contained herein, which shall be governed by the Federal Arbitration Act (as set forth below in subsection 22(d) below), this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York, as they are applied to agreements entered into and to be performed entirely within New York and without regard to conflict of law principles.

(b) Except in relation to intellectual property rights as set forth in subparagraph (e) below, we each agree to resolve disputes through binding arbitration with no class relief instead of in courts. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

(c) Any dispute, claim or controversy arising out of or relating to the Service or your use of the Service, including the website, user interface, Submissions, these Terms and this Arbitration Agreement, and the HBO Privacy Policy, must be filed within one year of the relevant events. You waive - that is, give up your right to pursue - any dispute, claim or controversy that is not filed within one year and any right you may have had to pursue that dispute, claim or controversy in any forum is permanently barred.

(d) Except as set forth in subparagraph (e) below, HBO and you agree that any dispute, claim or controversy arising out of or relating to the Service or your use of the Service, including the website, user interface, Submissions, these Terms and this Arbitration Agreement, shall be determined on an individual basis, without class relief, by binding arbitration instead of courts of general jurisdiction. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

(i) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

(ii) claims that arose before this or any prior Agreement;

(iii) claims that may arise after the termination of this Agreement.

References in this paragraph to "HBO," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, licensees, licensors or providers of content, successors, and assigns, as well as all authorized or unauthorized users of the Service under this or prior Agreements. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

You agree that, by entering into this Agreement, you and HBO are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, return receipt requested, or by other mail delivery service that provides proof of delivery (e.g., FedEx), a written notice of dispute ("Notice"). The Notice to HBO should be addressed to:

General Counsel, Home Box Office, Inc., 1100 Avenue of the Americas, New York, NY 10036 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If HBO and you do not reach an agreement to resolve the claim within 60 days after the Notice is received, you or HBO may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by HBO or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or HBO is entitled.

If your claim is for less than \$75,000, upon written request to the Notice Address prior to commencement of the arbitration, HBO will advance the arbitration filing fee and arbitrator's costs by direct payment to the appropriate entity. If the arbitration proceeding is decided in HBO's favor, you shall reimburse HBO for the fees and costs advanced to the extent available in a judicial proceeding. If the arbitration is decided in your favor - which occurs if there is an award to you that is greater than the value of HBO's last written settlement offer made before an arbitrator was selected - you will not be required to reimburse HBO for any of the fees and costs advanced.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement, including Disclaimer of Warranties and Limitation of Liability. The arbitrator shall have the right to award money damages and other appropriate relief, consistent with the terms of this agreement; HOWEVER THE ARBITRATOR SHALL NOT HAVE THE RIGHT TO AWARD INJUNCTIVE RELIEF AGAINST EITHER PARTY OR TO CERTIFY A CLASS ACTION OF ANY KIND.

All issues are for the arbitrator to decide. Unless HBO and you agree otherwise, any arbitration hearings will take place either (i) in person in the county (or parish) of the billing address associated with your subscription according to your Distributor, whose records shall be the sole determinant, or in New York, New York, at your option, or (ii) by video conference during which you shall be able to appear from the county (or parish) of the billing address associated with your subscription according to your Distributor, whose records shall be the sole determinant, or any other location of your choosing which has appropriate video conference facilities available. If your claim is for \$10,000 or less, there shall be no in person hearing; and we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by video conference as established by the AAA Rules. If your claim exceeds \$10,000, the right to and format of a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Each party shall be responsible for their own attorneys' fees. Although under some laws HBO may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, HBO agrees that it will seek such an award only in the event that the substance of your claim or the relief sought has been deemed by the arbitrator to be frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

YOU AND HBO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and HBO agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(e) Notwithstanding the foregoing, disputes enforcing, protecting, or concerning the validity of any of your or HBO's intellectual property rights (or the intellectual property rights of any of HBO's licensors) are not covered by this agreement to arbitrate contained in paragraph 22.

(f) If the waiver of the right to participate in a class action set forth in subparagraphs (b) and (d) above is found to be illegal or unenforceable for any reason whether by judicial, legislative, or other action, then the entirety of the agreement to arbitrate contained in paragraphs (b) and (d) is null and void. In that instance, you and HBO agree to waive your right to a jury trial. You and HBO further agree that any dispute, claim or controversy arising out of or relating to the Service or your use of the Service, including the website, user interface, Submissions and these Terms of Use shall be brought in the appropriate state or federal court located in New York County, New York; and that we both irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New York County, New York.

15. MISCELLANEOUS: These Terms cannot be changed or terminated orally. Any failure of HBO to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. No waiver by HBO of any provision of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of HBO. HBO may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of HBO. HBO reserves the right to deny access to all or part of the Service to you or any person in its sole discretion without notice or liability of any kind.

#### 16. CONTACT US:

If you have any queries or complaints regarding the Service or these Terms please contact [contacthbo@hbo.com](mailto:contacthbo@hbo.com).

IF YOU DO NOT ACKNOWLEDGE TO BE LEGALLY BOUND BY ALL OF THE FOREGOING TERMS PLEASE DO NOT ACCESS AND/OR USE THE SERVICE.