

## Terms of Use

This is a legal and binding agreement between you, the user of the Disney+ Hotstar Platform, as defined below, ("**you**", "**your**", "**User**"), and The Walt Disney Company (Southeast Asia) Pte. Limited, a company registered under the laws of Singapore, with its principal office at Singapore and/or its designated Affiliates ("**Disney**", "**we**", "**us**", "**our**"), stating the terms that govern your use of the Disney+ Hotstar Platform.

Disney provides directly or through its distributors or service providers, *inter alia* a subscription service in Malaysia, which may be available through an online website <https://www.hotstar.com/my> and/or applications (the "**Disney+ Hotstar Platform**"), which may be available on Internet-connected compatible televisions, computers, mobile devices, tablets and other devices and an interactive platform for Users to, among other things, access personalised content recommendations, messages and features based on the User's registration information and use of the Disney+ Hotstar Platform; view content such as episodic series and programs, films, trailers of upcoming episodic series and films, videos and/or photos of characters on the Disney+ Hotstar Platform; participate in contests; and use any other features, functionalities, content, tools, applications, materials, scripts, code, images and artwork, or other services offered from time to time on the Disney+ Hotstar Platform (collectively, the "**Content**").

BY ACCEPTING THESE TERMS OF USE IN ANY MANNER, OR ACCESSING OR USING THE DISNEY+ HOTSTAR PLATFORM AND/OR THE CONTENT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND EXPRESSLY CONSENT, AGREE AND UNDERTAKE TO ABIDE, BE BOUND BY AND ADHERE TO THESE TERMS OF USE, THE PRIVACY POLICY AND SUPPLEMENTAL PRIVACY POLICY RESPECTIVELY ACCESSIBLE AT <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/> AND <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/supplemental-privacy-policy-for-malaysia/>, AND ANY OTHER WRITTEN TERMS AND CONDITIONS OR POLICIES SPECIFIED ON THE DISNEY+ HOTSTAR PLATFORM (INCLUDING TERMS GOVERNING THE PROCESSING OF YOUR PAYMENTS BY A THIRD PARTY) (TOGETHER REFERRED TO AS "**TERMS OF USE**"). IF YOU DO NOT AGREE TO THESE TERMS OF USE, THE PRIVACY POLICY OR ANY OTHER APPLICABLE TERMS OR POLICIES, YOU MUST NOT USE THE DISNEY+ HOTSTAR PLATFORM OR ACCESS THE CONTENT. YOU AGREE THAT THE ELECTRONIC RECORD GENERATED BY A COMPUTER SYSTEM OR ACCESS OF THE DISNEY+ HOTSTAR PLATFORM OR YOUR ACCEPTANCE TO THESE TERMS OF USE IS A VALID AGREEMENT AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

Our customer service representatives are not authorised to modify any provision of the Terms of Use, either verbally or in writing.

### List of Sections:

1. License Grant and Restrictions
2. Provision of Content
3. Accessing the Disney+ Hotstar Platform
4. Using the Disney+ Hotstar Platform
5. Subscription Services
6. Payments
7. Cancellation and Refunds
8. User Reviews, Social Feed, Comments and Other Material
9. Platforms, Services, and Advertisements
10. Contests and Promotions
11. Indemnity

12. Disclaimers and Limitation of Liability
13. Termination of Service
14. Information or Complaints
15. Export Control
16. Governing Law and Dispute Resolution
17. Additional Provisions

**1. License Grant and Restrictions**

- A. The Disney+ Hotstar Platform, including, but not limited to, all Content is Disney's copyrighted, patented or trademarked property or the copyrighted, patented or trademarked property of Disney's affiliates or licensors and all copyrights, trademarks, service marks, trade names, trade dress, patents and other intellectual property rights in the Disney+ Hotstar Platform are owned by Disney, Disney's affiliates or Disney's licensors (who may be third-party beneficiaries of this contract) and protected by the copyright, trademark, patent, including those of the United States, Singapore, Malaysia, as well as other intellectually property laws and treaties.
- B. License. During the period of your Subscription (as defined in the Subscription Services section below) to the Disney+ Hotstar Platform, you will be granted a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to use the Disney+ Hotstar Platform and view the Content solely for your own personal use and for non-commercial purposes in accordance with the Terms of Use, and, except for the foregoing, no right, title or interest in the Disney+ Hotstar Platform or any Content will be deemed or construed to be transferred to you. This is a license agreement and not an agreement for sale or assignment of any rights in the Content. Except as specified herein, no element of the Disney+ Hotstar Platform may be used or exploited in any way other than as part of the authorized functionality of the Disney+ Hotstar Platform made available to you. You may own the physical media on which elements of the Disney+ Hotstar Platform are made available to you, but we retain full and complete ownership and/or control of the Disney+ Hotstar Platform, Content and all intellectual property therein.
- C. Prohibited Activity. You must not in any way remove, alter, bypass, avoid, interfere with, violate, or circumvent: any patent; trade secret; copyright, trademark, or other proprietary notice marked on the Disney+ Hotstar Platform and/or Content or any digital rights management mechanism or device; or any content protection or access control measure associated with the Disney+ Hotstar Platform and/or Content, including geo-filtering mechanisms; or any privacy, publicity, or other proprietary rights.

You must not in any way (either directly through the use of any device, software, internet site, web-based service, or other means) copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content or create any work or material that is derived from or based on the Content.

Except as provided in these Terms of Use (or otherwise expressly agreed herein and authorised by the functionality of the Disney+ Hotstar Platform), you must not copy, download, stream, capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, make available, or otherwise use any Content.

You must not use the Disney+ Hotstar Platform to:

- a. post, upload or otherwise transmit or link to content that *inter alia* is: unlawful,

threatening, abusive, obscene, vulgar, sexually explicit, pornographic or inclusive of nudity, offensive, tortious, false or misleading, defamatory, libellous, hateful, discriminatory, excessively violent or invasive of another's privacy, publicity, contractual (or other) rights;

- b. harass or harm another person;
- c. exploit or endanger a minor;
- d. impersonate or attempt to impersonate any person or entity;
- e. violate any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary rights;
- f. introduce or engage in activity that involves the use of viruses, software disabling codes, bots, worms, 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 permit the unauthorized use of or access to a computer or a computer network;
- g. attempt to decipher, decompile, disassemble or reverse engineer any of the software, applications and/or any element comprising the Disney+ Hotstar Platform and/or the Content;
- h. interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Disney+ Hotstar Platform or Disney's or Disney's affiliates' or Disney's service providers' servers, networks or accounts;
- i. cover, remove, disable, manipulate, block or obscure advertisements or other portions of the Disney+ Hotstar Platform or the Content;
- j. delete or revise any information provided by or pertaining to any other user of the Disney+ Hotstar Platform;
- k. use technology or any automated system such as scripts, spiders, offline readers or bots in order to collect or disseminate usernames, passwords, email addresses or other data from the Disney+ Hotstar Platform or circumvent, delete, deactivate, decompile, reverse engineer, disassemble or modify any security technology or software that is part of the Disney+ Hotstar Platform;
- l. send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Disney+ Hotstar Platform;
- m. solicit, collect or request any personal information for commercial or unlawful purposes or any purpose not specifically permitted herein;
- n. post, upload or otherwise transmit an image or video of another person without that person's consent;
- o. engage in any commercial activity (including but not limited to advertisements or solicitations of business, sales, contests, sweepstakes, creating, recreating, distributing or advertising basis any portion of the Content; or building a business using the Content) without Disney's prior written consent;
- p. use technology or other means to access, index, frame, or link to the Disney+ Hotstar Platform or the Content that is not authorized by Disney;
- q. access the Disney+ Hotstar Platform or the Content through any automated means, including "robots", "spiders", or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices – but not caches or archives – of the Disney+ Hotstar Platform and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content);
- r. use the Disney+ Hotstar Platform or the Content to advertise or promote services which compete with the Disney+ Hotstar Platform;
- s. use the Disney+ Hotstar Platform for any commercial or business-related use or in any commercial establishment or area open to the public (e.g., lobby, bar,

- restaurant, diner, stadium, casino, club, cafe, theatre, etc.) or build a business utilising the Disney+ Hotstar Platform and/or Content, whether or not for profit;
- t. use the Disney+ Hotstar Platform or the Content in a manner inconsistent with or in contravention of any and all applicable law; and/or
  - u. attempt, facilitate, induce, aid and abet, or encourage others to do any of the foregoing.
- D. As part of the registration /log in process, you may be required to either receive and/or input a password, passcode, one time password (“**OTP**”) or pre-recorded telephone message which includes a code from, or on behalf of, us. You are responsible for the security and proper use of your log in details, including your phone numbers, unique user ID, password or OTP that you create while registering for a subscription to the Disney+ Hotstar Platform and must take all necessary steps to ensure that they are kept confidential, used properly, and not disclosed to unauthorized people. You are responsible for any use of your log in details, including your phone numbers, your user ID, password or OTP.
- E. You must promptly notify Disney if you become aware of any confidentiality, data breach or unauthorized use of your user account. The account owner, whose Payment Method is charged, has control over the Disney+ Hotstar account and devices that are used to access the Disney+ Hotstar Platform, and is responsible for any activity that occurs through their account. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your Disney+ Hotstar account. We can terminate your account or place your account on hold in order to protect you, Disney or our partners from identity theft or other fraudulent activity.
- F. You agree that you will not misuse the Content you access and view on the Disney+ Hotstar Platform, including without limitation to downloading/storing the Content by illegal/non-permitted means, or infringing any of Disney’s, Disney’s affiliates or its licensors’ / or any third party’s copyright, trademark, design, patent, and/or other intellectual property including any rights of Disney, Disney’s affiliates or its licensors’ or any third party subsisting in the Content. You further agree that you will not copy, record, edit or modify any of the Content you access and/or view for any purpose, including video, images, *etc.*, by using any means including software, spyware, *etc.*, for any purpose whatsoever.
- G. You further agree that you shall not post, publish, transfer, upload, transmit or submit any of the Content, including videos, images, comments, User Material (as defined in the User Reviews, Comments and Other Material section below) or articles of the Disney+ Hotstar Platform, on any other website, webpage, platform or software, which is not owned by Disney. You agree that the Content provided on the Disney+ Hotstar Platform is strictly for your private viewing only and not for public exhibition irrespective of whether the public is charged for such exhibition or not. You hereby agree to refrain from further broadcasting or making available the Content provided on the Disney+ Hotstar Platform to any other person(s), or in any manner communicate such Content to the public.
- H. If the Disney+ Hotstar Platform allows you to download or stream any of the Content, you agree that you will only download or stream for personal use within the scope of express permission granted by Disney+ Hotstar Platform, and shall not use, sell, transfer or transmit the Content to any person or upload the Content on any other website, webpage, platform or software, which may violate, cause damages or injuries to any rights of Disney or its affiliates or any third party including privacy rights, publicity rights, and/or intellectual property rights.
- I. You may encounter third party applications while using the Disney+ Hotstar Platform

including, without limitation, websites, widgets, software, and/or services that interact with the Disney+ Hotstar Platform. Your use of these third-party applications shall be subject to such third-party terms of use or license terms. Disney shall not be liable for any representations or warranties or obligations made by such third-party applications to you under contract, law or otherwise.

- J. Personal and Non-Commercial Use. The Disney+ Hotstar Platform is provided to individuals for their personal, non-commercial use only. Companies, associations and other groups may not register for a Disney+ Hotstar Platform account or use the Disney+ Hotstar Platform.

## **2. Provision of the Content**

- A. The Content will be made available to you through different modes, at the discretion of Disney, including video on demand for viewing at your discretion at a time chosen by you, streaming, live streaming or temporary download for offline viewing.
- B. Disney+ Hotstar Content may be available for temporary download for offline viewing on certain Compatible Systems. Such temporary downloads may be limited to certain Compatible Systems, as may be permitted from time to time. You will not be permitted to download to an additional device once the maximum number of Compatible Systems has been reached. The length of time that certain temporary downloads remain available to you for offline viewing may change from time to time at Disney's discretion.
- C. Disney will provide such amount and range of Content as determined by Disney in its sole discretion, for the duration of your Subscription and reserves the right to change, supplement, alter or remove any specific Content it deems fit. Disney may be required to respond to take down orders for certain Content by the relevant authorities and may do so without prior notice to you. Disney does not guarantee the availability of any specific Content. The availability of, and your access to, the Disney+ Hotstar Platform: (a) is subject to Disney's sole discretion and your compliance with these Terms of Use; (b) may be dependent upon your geographical location and Disney may use different technologies and methods to verify your geographic location; and (c) is on the condition that not all Content may be available to all Users.

## **3. Accessing the Disney+ Hotstar Platform**

- A. Territory. You may access the Disney+ Hotstar Platform and view the Content solely within Malaysia. You agree and acknowledge that Disney may monitor or use certain technologies for monitoring of activities, as separately explained in the Privacy Policy. To facilitate your viewership and access, the Content or services can be packaged by Disney through different models such as:
- a. free of charge which may include advertisements or commercials;
  - b. via subscription through payment of a subscription fee as per the relevant subscription plan selected;
  - c. via subscription through payment of a subscription fee as per the relevant subscription plan selected with an ability to view or sample certain promotional content before subscription;
  - d. a pay-per-view model with or without advertisements/commercials; or
  - e. a combination of the foregoing on the Disney+ Hotstar Platform.
- B. Variations. You acknowledge that the Disney+ Hotstar Platform (including its features, layout, and interface) and the Content may vary from place to place, time to time and

device to device and are subject to various parameters such as specifications, device, internet availability and speed, bandwidth, *etc.* The Disney+ Hotstar Platform is constantly evolving and will change over time. To the extent permissible by law, we reserve the right to make such changes or, if necessary, discontinue Disney+ Hotstar Platform. If required by law, we may also need to suspend, restrict, or terminate your access to Disney+ Hotstar Platform.

- C. Accessing the Platform. The Disney+ Hotstar Platform can be accessed through platforms, software and devices, which Disney authorizes from time to time the current compatible systems list is as set out in the Help Centre page on the Disney+ Hotstar Platform ("**Compatible System**"). In some cases, whether a device is (or remains) a Compatible System may depend on the software or platform provided or maintained by the device manufacturer or other third parties. As a result, a device that is a Compatible System at one time may cease to be a Compatible System in the future. You are responsible for obtaining, maintaining and paying for all hardware and telecommunications and other services needed to use the Disney+ Hotstar Platform. The number of compatible devices and minimum system requirement for the devices on which you may simultaneously access the Disney+ Hotstar Platform and view Content depends on your chosen Subscription plan. Please see the Help Centre page of the Disney+ Hotstar Platform for further details. You are required to review the minimum requirements necessary for use of the Disney+ Hotstar Platform. Depending on your chosen Subscription plan, you may be able to access the Disney+ Hotstar Platform (including the Content) through such devices and any Compatible System offered by a partner authorized by Disney. When you access the Disney+ Hotstar Platform through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using Disney+ Hotstar Platform may be prohibited or restricted by your network provider and Disney is not responsible or liable to you in the event of such prohibition and restriction of download, installation and use of the Disney+ Hotstar Platform by your network provider.
- D. Interruption in Access. Disney may temporarily suspend your access to the whole or any part of the Disney+ Hotstar Platform where Disney at its discretion considers reasonably necessary to the extent permissible by law. Disney will use reasonable efforts to restore access to the Disney+ Hotstar Platform (or the applicable part thereof) as soon as reasonably practicable after temporary suspension. Disney is not responsible for any delays, delivery failures, damages or losses resulting from limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you or the third party provider being faulty, not connected, out of range, switched off or not functioning.
- E. Non-Availability of Content. It is possible that the Disney+ Hotstar Platform and/or some or all Content may not be available for streaming or downloading at any given time including: (i) during any maintenance or update periods or due to technical issues; (ii) any power or server outages; or (iii) due to any reason beyond the reasonable control of Disney, such as act of God, war, disease, epidemic, pandemic, lockdown, quarantine, revolution, riot, civil commotion, strike, lockout, flood, fire, technical failure, failure of any public utility, man-made disaster, change or introduction of law or regulation or issuance of governmental order *etc.* ("**Force Majeure**"). However, we shall have no liability to you in such Force Majeure events. There may be times when we have to remove certain features or functionality and/or devices or platforms from being able to access the Disney+ Hotstar Platform and/or any of the Content. We will do our best to let you know of any of these changes, usage rules and restrictions, but you acknowledge that we may do so in our sole discretion at any time without notice.
- F. Promotional and Experimental Features. In our continued assessment of the Disney+

Hotstar Platform, Disney may from time to time, with respect to any or all of our users, experiment, change or otherwise offer certain features or other elements of the Disney+ Hotstar Platform, including promotional features, user interfaces, plans and pricing. We may from time to time require you to upgrade or reinstall the application for your continued use of the Disney+ Hotstar Platform and you understand and agree with such requirement. Your use of any updates, modifications to, or replacement versions of Disney+ Hotstar Platform shall be governed by these Terms of Use and any additional terms you agree to when you install such update, modification or replacement version.

- G. Content Subjectivity. Content available on Disney+ Hotstar Platform tends to elicit varying reactions among different people. You may come across Content that you find offensive, indecent, explicit or objectionable. Also, content ratings, types, genres, categories, descriptions and/or separate sections for Content are provided as suggestions to help with navigation and for informational purposes. We do not guarantee that you will agree with them. You acknowledge these risks and your responsibility for making your own choices regarding what Content is appropriate for you or your family.
- H. Photo sensitivities. Content available on the Disney+ Hotstar Platform may contain some flashing lights sequences or patterns, which may affect users who are susceptible to photosensitive epilepsy or other photo sensitivities or related conditions. Additionally, 4K Ultra HD content versions enable greater brightness and colour saturation that may also affect users. You acknowledge and understand the above features and the corresponding risks or impact of such features.
- I. Content Quality. We use various technologies to provide you with an optimal viewing experience. For example, SD, HD and 4K Ultra HD quality is available for certain Content and certain Subscription plans. That said, the playback quality of Content, including resolution, may be affected by the format of the Content, your location, the speed, bandwidth and specific terms of your Internet service, Subscription plans, and the devices used, among other factors. The time it takes you to begin viewing Content will vary based on a number of factors, including your location, Subscription plan, internet bandwidth, the number of devices simultaneously connecting to the same network, the Content you have selected and the configuration of the device you are using. As a result, we are unable to make any warranties about the playback quality of the Content and will not be responsible for the Content in these respects.
- J. Accessing the Disney+ Hotstar Platform and the Content through VPN: You should not access or use the Disney+ Hotstar Platform or the Content by means of any mechanism or technology which conceals your actual geo-location or provides incorrect details of your location (for example, a virtual private network (VPN)). Disney will not be responsible or liable for any collection, storage or processing of your personal information or data if you use any mechanism or technology to access or use the Disney+ Hotstar Platform or its Content, which conceals your actual geo-location.
- K. Profiles. We may offer the option to personalize use of the Disney+ Hotstar Platform through the creation of one or more profiles under one account. Please visit our Help Centre if you would like more information about Profiles.

#### **4. Using the Disney+ Hotstar Platform**

- A. Compliance with Terms. Your use of the Disney+ Hotstar Platform is subject to your compliance with these Terms of Use, the Privacy Policy and all applicable laws, rules and regulations.

- B. Age Requirements. To be able to subscribe to the Disney+ Hotstar Platform you must have reached the age of majority and be competent to contract under the applicable laws.
- C. IF YOU PERMIT ANYONE ELSE TO USE, VIEW OR ACCESS THE DISNEY+ HOTSTAR PLATFORM AND/OR THE CONTENT USING YOUR ACCOUNT, YOU ACKNOWLEDGE THAT: (1) SOME CONTENT OFFERED ON THE DISNEY+ HOTSTAR PLATFORM MAY NOT BE SUITABLE FOR CHILDREN OR FOR SOME VIEWERS AND THEREFORE DISCRETION IS ADVISED; AND (2) THESE TERMS OF USE AS WELL AS ANY CONSENTS YOU MAY HAVE PROVIDED ALSO APPLIES TO THEIR ACCESS, USE, AND DISCLOSURE OF INFORMATION.
- D. The Disney+ Hotstar Platform includes a section that exclusively provides access to Content with certain age criteria. However, in all cases, only persons of the majority age and above and those who are competent to contract under the law are allowed to register any account on the Disney+ Hotstar Platform and will always be responsible for the operation of any such account. Your access to and use of the Disney+ Hotstar Platform is subject to these Terms of Use.
- E. Registration Data. By accessing or using the Disney+ Hotstar Platform:
- a. You confirm and warrant that all the data and information you supply to Disney and or any Disney's affiliates ("**Registration Data**") is accurate in all respects.
  - b. You agree to promptly update your Registration Data as necessary, so that your Registration Data remains accurate at all times.
  - c. You acknowledge that Disney contracts with you and is responsible for distributing the Disney+ Hotstar Platform in Malaysia and that Disney, is the data user as set out in detail in the Privacy Policy accessible at <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/>. If the personal data relates to a third party, you represent and warrant that consent of the third party has been obtained for this purpose.
- F. Consent to Messages. When you use the Disney+ Hotstar Platform, you may be given the opportunity to consent to or opt out from receiving communications from us through email, text, and/or mobile push notifications or any other method as Disney may provide. You agree that texts, calls or pre-recorded messages may be generated by automatic telephone dialing systems. You can opt out of promotional communications by following the "unsubscribe" or "opt out" directions within such marketing communications or through the settings / "My Space" section of the Disney+ Hotstar Platform or any other method as Disney may provide. Standard text and calling rates will apply. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS, EMAILS OR CALLS OR ANY OTHER COMMUNICATION AS A CONDITION OF USING THE DISNEY+ HOTSTAR PLATFORM.
- G. App Permissions. When you use the Disney+ Hotstar Platform, you may grant certain permissions to Disney for your device and/or accounts. Most mobile device platforms provide additional information regarding these permissions and how, if possible, to change your permission settings. By downloading, installing or using the Disney+ Hotstar Platform, you agree to receive automatic software updates (as applicable).
- H. Informational and Entertainment Purposes. You understand that the Disney+ Hotstar Platform is for your personal, non-commercial use and is intended for informational and/or entertainment purposes only; the Content available does not constitute legal, financial, professional, medical or healthcare advice or diagnosis and cannot be used for such purposes.

- I. Commercial, Marketing, or Branding Use Prohibited. Except as expressly licensed, we do not allow use of the Disney+ Hotstar Platform, Content, or other Disney's or Disney affiliate's intellectual property, that is commercial or business related, including usage in marketing or branding, or that advertise or offer to sell or promote products or services (whether or not for profit), or that solicit others (including solicitations for contributions or donations).
- J. Malware. You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage the Disney+ Hotstar Platform or connected network, or interfere with any person or entity's use or enjoyment of the Disney+ Hotstar Platform.
- K. Affiliate Advertising Programs. Disney is a participant in affiliate advertising programs designed to provide a means for websites, apps, or services to earn advertising fees by advertising and linking to third party retail sites. For further information, please refer to our Privacy Policy.

## 5. **Subscription Services**

- A. Subscription. Some or all of the Content made available on the Disney+ Hotstar Platform can be accessed only by registered users who have registered for a subscription plan ("**Subscription User**"). You need to register for a subscription plan on the Disney+ Hotstar Platform or through our approved distributors and/or service providers to access or use this Content ("**Subscription**"). To become a Subscription User, you may be required to provide certain personal information to Disney and may be required to make payments ("**Subscription Fee**") through a credit card, digital wallet or other payment method accepted by Disney ("**Payment Method(s)**") that you have selected. For payment using credit card or such other Payment Method as decided by Disney from time to time, by signing up for a Subscription, you agree that your Subscription will be automatically renewed and, unless you cancel your Subscription, you authorize us to charge your Payment Method for the renewal term. The period of auto-renewal will be the same as your initial Subscription period unless otherwise disclosed to you. The renewal rate will be no more than the rate for the immediately prior Subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal, in which case you will have the right to cancel the renewal of your Subscription. Some Payment Methods may not be available for all Subscription plans.

You understand and acknowledge that not all Payment Methods are being charged for automatic renewal and your Subscription may NOT be automatically renewed upon expiry of the Subscription period, based on the Payment Method being used by you for the Subscription. Unless your Payment Method is charged automatically at the time of renewal, you will be required to make a payment for the Subscription Fee to continue your Subscription.

You acknowledge that Disney uses third parties to process and facilitate the payment of your Subscription Fee. You acknowledge that Disney may offer different kinds of Subscription plans, each of which will be subject to different limitations and restrictions and the Subscription Fee for each of these Subscription plans may vary. As mentioned in the preceding paragraph, you understand and acknowledge the Payment Method chosen by you may not enable Disney to charge your Payment Method at the time of renewal and you may have to make a payment for the Subscription Fees for the renewal to continue your Subscription of the Disney+ Hotstar Platform.

Your Subscription will continue until you cancel it, it expires, or it is terminated by Disney in accordance with these Terms of Use. Please see below for information on your rights to cancel your Subscription.

- B. Changes to Subscription. Disney may change your Subscription (including the Subscription period), the Subscription Fees and/or your billing cycle by giving you advance notice for any such changes. If you do not agree with any change, you may cancel your Subscription. However, please note that your cancellation of your Subscription shall take effect at the expiry of the current Subscription period or as decided by Disney. Any changes to your Subscription Fee or your billing cycle will be effective only after the expiry of the current Subscription period for which you have already been billed or as decided by Disney. Accordingly, the revised Subscription Fee or billing cycle shall be effective only after the expiry of the current Subscription period or as decided by Disney.
- C. Personal Information. Any personal information whether provided by you as a part of the Subscription registration (including any payment related information) process, or collected automatically when you use the Disney+ Hotstar Platform will be governed by the Privacy Policy, accessible at <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/>. We reserve the right to, and you agree that we may, release your details to system administrators at other sites and to law enforcement agencies in order to assist them in resolving security incidents and violations of law.
- D. Status of Subscription. You can check the status of your Subscription anytime through the "My Space " page on the Disney+ Hotstar Platform.
- E. Free Trial. From time to time, Disney may offer a free trial subscription for the Disney+ Hotstar Platform. If you register for a free trial subscription, we will begin to bill your account when the free trial subscription expires, unless you cancel your subscription before that time. If applicable, the free trial period will last for such period as is notified to you by Disney when you register for the Subscription. Your eligibility for a free trial including the duration of such free trial and the Content available to be viewed during the free trial period is at the discretion of Disney. If any free trial is modified, suspended or terminated by Disney, you will have the opportunity to cancel your Subscription. You may cancel your Subscription at any time during the free trial period, failing which you will be deemed to have elected to continue with the Subscription and Disney will be entitled to charge the Subscription Fee for the applicable billing cycle to the Payment Method available and selected by you. You will not receive a separate notice that your free trial is about to end or has ended, or that your paid Subscription has begun.

Availability of a free trial is not guaranteed and, if available, is only available to those who have not previously used one for the Disney+ Hotstar Platform or may be available only on select Payment Methods.

Disney reserves the right to make certain Content accessible to non-registered and/or guest users on a promotional basis or free trial basis. Disney may at its sole discretion determine such Content and the duration for which it is made available without the requirement of payment of Subscription Fees.

- F. Cancellation. If you cancel your Subscription before the end of the free trial period you will not be entitled to any compensation, monetary or otherwise, from Disney for the unused period of free trial. However, you will still be able to enjoy your free trial until the expiry of the free-trial period.

## 6. **Payments**

- A. Payment Method. For payment using credit cards, debit cards or such other Payment Method as decided by Disney from time to time, Disney will automatically charge your selected Payment Method for the Subscription Fee payable by you through a third-party payment gateway at the beginning of your Subscription or at the end of any free trial period (unless you cancel your subscription prior to the end of the free trial period or the Subscription period), and automatically again on each subsequent renewal of your Subscription unless you cancel your Subscription, or your Subscription otherwise expires, is suspended or discontinued by Disney in accordance with these Terms of Use. Whenever you add a new credit card to your account, a small authorisation charge may be deducted as a one-time charge to verify that your account is active. The amount will be refunded to you automatically. Your bank will process your refund within 30 (thirty) days or such period as determined by your bank. You may be charged certain fees or charges including foreign transaction fees relating to the processing of your payment by the Payment Method service provider. Please do check with your Payment Method service provider for more details.

You understand and acknowledge that not all Payment Methods are being charged for automatic renewal and your Subscription may NOT be automatically renewed upon expiry of the Subscription period, based on the Payment Method being used by you for the Subscription. Unless your Payment Method is charged automatically at the time of renewal, you will be required to make a payment for the Subscription Fees to continue your Subscription. To the extent permitted by applicable law, you also agree that we may charge your Payment Method on file if you decide to restart your Subscription.

On cancellation of a Subscription, you will be notified by Disney (for further details on cancellations, please see below under 'Cancellation & Refund'). To see the commencement date of your next renewal period and information on your billing cycle, you should visit the "My Space" section of the Disney+ Hotstar Platform.

Once you have made a payment, it may take a few days for your payment made to Disney to be reflected in your "My Space" section.

- B. Changing Payment Method. You will be able to change your Payment Method only when your Subscription expires and you renew Subscription.
- C. Change in Subscription Plan. Disney will be automatically billing as per your Payment Method for each Subscription period as per the Subscription plan subscribed by you. However, if you change your Subscription plan, this could result in changing the day on which you are billed and the amount which you are billed for. In certain circumstances, Disney may at its sole discretion, allow you to subscribe to a new Subscription plan with a longer period, and in doing so allow you to change your existing Subscription plan to another (with a longer Subscription period), you would be required to pay the difference in rates (on a pro rata basis) for the new Subscription plan selected and would be billed as per the new Subscription plan from the next billing / renewal cycle or as may be specified by Disney. Disney will notify you in advance of the change in the Subscription Fee payable. The new Subscription will be effective from the date on which you select such plan and make appropriate payments as necessary or such other date as may be specified by Disney. If you subscribed via a third party, any change in Subscription plans shall be through such third party(ies). It is hereby clarified that Disney shall not be liable for any refunds in case the Subscription Fees of your new Subscription plan is less than your existing Subscription plan.
- D. Third Party Payment Methods. You understand and acknowledge that Disney facilitates a third-party payment gateway for processing of payments. This facility is managed by a

third-party payment gateway provider. For certain Payment Methods, you are required to follow all the terms and conditions of such third-party payment gateway provider which are referred to on the Disney + Hotstar Platform and/or such third-party platform, if specified therein. You acknowledge, that you are additionally bound by the terms and conditions of the third-party payment gateway and/or such third-party platform as per the Payment Method used for the payment of the Subscription Fees. You can file any complaint or question related to payment processing by contacting customer support services and it will be forwarded to the third-party payment gateway provider concerned for a response. You acknowledge that any such complaint or question will be responded to by the third party payment gateway provider and Disney shall not be responsible or liable for the same.

- E. Accuracy of Payment Information. You are responsible for the accuracy and authenticity of the payment information you provide including the bank account number/credit card details and any other information requested during the subscription process. You represent and warrant that you have the right to use any credit card or other payment information (including relating to any Payment Method) that you submit. You agree and acknowledge that Disney shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any credit card fraud.
- F. Invoice. Upon payment through any of the Payment Methods and confirmation of receipt of such payment from the payment gateway provider, an invoice will be made available to you in the "My Space" section on the Disney+ Hotstar Platform (website) which can be downloaded by you in pdf format, unless such invoice is provided to you by the payment gateway provider or any third party distributor through which you purchase your Subscription (e.g. an app store such as iTunes, Google Play, Amazon Store or Roku or any third party distributor). Upon payment being received by Disney through any of the Payment Method, Disney shall make the relevant Subscription available to you within reasonable time through any of the approved modes of delivery that Disney adopts. It is hereby clarified that the Subscription(s) offered to you are offered by Disney and not by any third party including any payment gateway service providers.
- G. Taxes and other charges. The Subscription Fees specified for each Subscription plan are inclusive of all applicable taxes (including VAT). We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party internet access charges, bank charges and taxes not included within the Subscription Fee in connection with your use of the Disney+ Hotstar Platform, which may differ based on your service provider. Please check with your internet provider, bank, Payment Method service provider for information for such charges.

## 7. **Cancellation & Refunds**

- A. Non-Refundable. If you cancel your Subscription, the Subscription Fees billed for your current Subscription plan are non-refundable. But, you will still be able to enjoy your Subscription until the expiry of the Subscription period. Disney shall not be responsible for Users being double billed if they choose to subscribe to more than one Subscription plan at the same time.
- B. Re-Subscription. If you cancel your Subscription or your Subscription expires, and you wish to re-subscribe, you may do so from your "My Space" page on the Disney+ Hotstar Platform.
- C. Third Party Terms of Service. If you subscribed via a third party (e.g. an app store such as iTunes, Google Play, Amazon Store or Roku or any third party distributor), any fees

charged for your Subscription will be billed by the applicable third party using the payment information you have provided to such third party and you will need to cancel your Subscription through such third party(ies). Subscription purchase, billing, cancellation and refunds for Subscriptions purchased through Apple's App Store or through any other third party, will be governed by the terms, conditions, usage rules set out in Apple's App Store Terms of Service or any other third party's terms of use. If you have purchased your Subscription through Apple's App Store or any third party, you will need to cancel your Subscription through Apple or any third party.

- D. Further Details. You can cancel your Subscription at any time prior to 24 hours before expiry date of your current Subscription, by selecting "cancel" within My Space and proceeding with the onscreen prompts. For more details on how to cancel your Subscription you may contact our customer support services or refer to our Help Centre section on cancellation available here <https://help.hotstar.com/my/support/home>.

## 8. User Reviews, Social Feed, Comments and Other Material

- A. User Material. If such functionality is made available on the Disney+ Hotstar Platform, Disney may enable an interactive chat feature which may provide various features to you including but not limited to an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") videos, reviews, comments, photos, on the Disney+ Hotstar Platform ("User Material"). Any User Material will be public and will not be considered to be personal data under the applicable data protection laws; please refer to the Privacy Policy which details how it will be processed. You agree to hereby comply with any and all applicable laws, as well as any other rules and restrictions that may be set forth herein or on the Disney+ Hotstar Platform in connection with any User Material. If you choose to make any of your personal or other information publicly available through the Disney+ Hotstar Platform, you do so at your own risk.

- B. License to User Material. To the fullest extent permitted by applicable law, by posting the User Material, you hereby grant Disney, a license to use, display (publicly or otherwise), reproduce, distribute, adapt, modify, delete from, add to, prepare derivative works of, publicly perform, publish, and/or otherwise use, analyse, and exploit such User Material worldwide, including on or through any property, in perpetuity, in any media formats and any media channels now known or hereinafter created, and for any purpose (including promotional purposes, such as testimonials). To the fullest extent permitted by applicable law, the license you grant to Disney in relation to your User Material is fully paid-up, transferable, non-exclusive, royalty-free, irrevocable, and fully sub licensable (through multiple tiers). Additionally, to the fullest extent permitted by applicable law, Disney is free to use any feedback, ideas, concepts, know-how, or techniques contained within such User Material for any purpose, including developing, manufacturing, marketing, and providing commercial products and services.

Disney shall not be required to notify you or seek your permission to use such User Material and Disney shall not be required to make any payments to you or a third party in relation to its use of your User Material. You acknowledge that the User Material is not confidential and that you have no expectation of privacy in it.

- C. Restrictions. In addition to the restrictions set forth above, you must not Post any User Material that:
- a. belongs to another person and to which you do not have the right to Post;
  - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically

- objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- c. harms minors in any way;
  - d. infringes any patent, trademark, design, copyright, privacy, publicity or other intellectual property or proprietary right of any person;
  - e. violates any applicable law;
  - f. is deceptive or misleading as to its origin;
  - g. impersonates another person;
  - h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
  - i. threatens the unity, integrity, defence, security or sovereignty of Malaysia, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. You also represent and warrant that the posting of User Material does not violate any right of any party, including privacy rights, publicity rights, and/or intellectual property rights.
- D. You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your User Material, and your provision thereof are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. In no event does Disney assume any responsibility or liability whatsoever for any User Material, and you agree to irrevocably waive any legal, equitable, moral or other rights or remedies you may have against Disney with respect to such User Material under any applicable law of any country.
- E. Personal Views. The views expressed by you or other users in the User Material are solely their own and do not represent those of Disney, its associates and/or affiliates. Disney shall not be held liable or responsible for any kind of claims, damages, outrage arising due to the comments, pictures or videos posted by you or other users in the User Material. Additionally, Disney shall not be held liable or responsible for any violation of any third party's rights (including right to privacy, rights in any form of intellectual property) that may arise out of any content posted by you or other users.
- F. Solicited and Unsolicited Submissions Policy. Our policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials. In connection with anything you submit to us, whether or not solicited by us, you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type.
- G. Disney's Rights. Disney may cancel or discontinue Post(s) of User Material and/or the availability of the User Material and any decision in this matter shall be at the discretion of Disney and shall be final and binding. You or other users are not permitted to download any User Material or take screenshots of the same. Doing so will be in violation of the Terms of Use. You agree that Disney shall have the right, but have no obligation, to monitor User Material and to restrict or remove User Material that Disney may determine, in its sole discretion, is inappropriate, or for any other reason. You acknowledge that Disney reserves the right to investigate and take appropriate legal action against anyone who violates these Terms of Use, including terminating their account, terminate, suspend, limit, their use of the Disney+ Hotstar Platform or access to Content and/or reporting User Material, conduct, or activity, to law enforcement authorities, in addition to any other available remedies under law or equity (including for our compliance with the applicable laws and regulations).

## 9. Platforms, Services, and Advertisements

- A. Third Party Platforms and/or Services. The Disney+ Hotstar Platform may integrate, be integrated into, bundled with, or be provided in connection with third-party websites, services, applications, and/or platforms. Disney does not control those third-parties or the products they make available. You should read the terms of use agreements and privacy policies that apply to such third-party products or services including payment services. If you access a Disney+ Hotstar Platform using an Apple iOS, Android or Microsoft Windows-powered device or such similarly placed device or Apple Inc., Google, Inc., Microsoft Corporation or other such relevant organisations, respectively, shall be a third-party beneficiary of this contract. However, these third-party beneficiaries are not a party to this contract. You agree that your access to the Disney+ Hotstar Platform using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service. You represent to Disney that you have read and agreed to those terms.
- B. Linked Destinations. Part of the Disney+ Hotstar Platform may contain links to third party sites and third-party content. You agree and acknowledge that Disney does not endorse or sponsor such third-party sites, content, advertising or other material on such third-party sites.

If Disney provides links or pointers to other websites or destinations, you should not infer or assume that Disney operates, controls, or is otherwise connected with these other websites or destinations. When you click on a link within the Disney+ Hotstar Platform, Disney will not warn you that you have left the Disney+ Hotstar Platform and are subject to the terms and conditions (including privacy policies) of another website or destination. In some cases, it may be less obvious than others that you have left the Disney+ Hotstar Platform and reached another website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any confidential information or engage in any transactions. You should not rely on these Terms of Use and/or Privacy Policy to govern your use of another website or destination.

Disney is not responsible for the content or practices of any website or destination other than the Disney+ Hotstar Platform, even if it links to the Disney+ Hotstar Platform and even if the website or destination is operated by a company affiliated or otherwise connected with Disney. By using the Disney+ Hotstar Platform, you acknowledge and agree that Disney is not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Disney+ Hotstar Platform.

- C. Advertising. Disney does not represent and warrant that advertisement of the products or services on the Disney+ Hotstar Platform or the (third party) content made available / hosted on the third-party sites are true and correct. Accordingly, Disney takes no responsibility over and expressly disclaims any liability arising out of, the advertisements or usage of such advertised products or services. Any dealings you have with advertisers due to your use of the products or services advertised on the Disney+ Hotstar Platform are between you and the advertiser, and you agree that Disney is not liable for any loss or claim that you may have against an advertiser.

## 10. Contests and Promotions

Disney may notify additional terms and conditions (“**Additional Terms and Conditions**”), from time to time, in connection with your: (a) participation in any contest, game, or other promotion on the Disney+ Hotstar Platform conducted by Disney and/or Disney's affiliates and/or any third party partner authorized by Disney, and/or, (b) participation in any contest,

or promotion, in connection with Disney+ Hotstar Platform integrated with a third-party website, service, application, platform, and/or, (c) viewing of certain Content. If such Additional Terms and Conditions conflict with these Terms of Use, the provisions contained in the Additional Terms and Conditions will govern and control.

## **11. Indemnity**

You agree to defend, indemnify and hold harmless Disney, its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorneys' fees on a solicitor-client basis) arising from: (i) your use of and access to the Disney+ Hotstar Platform and/or Content and/or any related services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party rights, including without limitation any publicity, privacy, or intellectual property right, or for your personal views under the User Material; (iv) your breach of any applicable laws; and/or (v) any unauthorized, improper, illegal or wrongful use of your account by any person, including a third party, whether or not authorized or permitted by you.

## **12. Disclaimers and Limitation of Liability**

A. Disclaimer of Warranties. You agree that use of and access to the Disney+ Hotstar Platform is at your own risk. The Disney+ Hotstar Platform including the Content, the video player, User Material and any other materials contained on or provided through the Disney+ Hotstar Platform are provided "AS IS" and, to the fullest extent permitted by law, are provided without warranties of any kind, either express or implied. Without limiting the foregoing, Disney does not make any warranties of fitness for a particular purpose, title, merchantability, completeness, availability, security, compatibility or non-infringement; or that the Disney+ Hotstar Platform will be uninterrupted, free of viruses, malware or other harmful components, accurate, error free or reliable.

B. Limitation of Liability. IN NO CASE SHALL DISNEY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS BELIEVABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICES OR ANY CONTENT OR MATERIAL THEREOF OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR ACCESS OF OR USE OF THE DISNEY PRODUCTS AND/OR SERVICES OR ANY CONTENT OR MATERIAL THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT OR MATERIAL, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE DISNEY PRODUCTS AND/OR SERVICES OR ANY CONTENT OR MATERIAL THEREOF, EVEN IF ADVISED OF THEIR POSSIBILITY. TO THE EXTENT PERMITTED UNDER LAWS, DISNEY'S MONETARY LIABILITY FOR THE SERVICES OR THE CONTENT OR MATERIAL THEREOF ON THE DISNEY+ HOTSTAR PLATFORM SHALL BE LIMITED TO THE SUBSCRIPTION FEE PAID. WHERE THE LAWS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, DISNEY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## **13. Termination of Service**

A. Disney reserves the right to immediately terminate, suspend, limit, or restrict your Subscription or your use of the Disney Products and/or access to the Disney+ Hotstar Platform and/or Content at any time, without notice or liability to you or any other person,

if you breach these Terms of Use, violate any law, rule, or regulation, or engage in any inappropriate conduct in relation to the Disney+ Hotstar Platform including the Content or your Subscription.

- B. Without limiting the above, Disney may restrict or suspend your access to your Disney+ Hotstar Platform account for cause without notice to you, which cause includes but is not limited to (a) requests from law enforcement or other government authorities, (b) unexpected technical issues or problems, or (c) if Disney reasonably believes that your Disney+ Hotstar Platform account has been created fraudulently, your Disney+ Hotstar Platform account has been accessed fraudulently, or anyone uses your Disney+ Hotstar Platform account to commit fraud or for any purpose other than its intended purpose and in accordance with all of the requirements applicable thereto.
- C. To the fullest extent permitted by law, you agree that Disney and/or its affiliates will not be liable to you or to any third party for any such restriction, suspension or termination of your access to your Disney+ Hotstar Platform account and/or Content.
- D. UPON TERMINATION OF YOUR DISNEY+ HOTSTAR PLATFORM ACCOUNT, WHETHER TERMINATED BY DISNEY OR LAPSE OF TIME OR AT YOUR REQUEST (OTHER THAN A CANCELLATION OF YOUR SUBSCRIPTION, IN WHICH CASE YOUR SUBSCRIPTION WILL CONTINUE TO THE END OF THE BILLING PERIOD), YOU WILL IMMEDIATELY LOSE THE RIGHT TO ACCESS STREAMED CONTENT THROUGH THE DISNEY+ HOTSTAR PLATFORM AND WITHIN A LIMITED PERIOD WILL LOSE THE RIGHT TO VIEW DISNEY+ HOTSTAR PLATFORM CONTENT DOWNLOADED WITHIN THE DISNEY+ HOTSTAR PLATFORM.

#### **14. Information or Complaints**

If you have any questions about these Terms of Use, the Privacy Policy, or your dealings with Disney, or a question or a complaint about the Disney+ Hotstar Platform and/or the Content, you can contact customer support services at [disneyplus.my@hotstar.com](mailto:disneyplus.my@hotstar.com), by also providing us with your phone number used for accessing your Disney+ Hotstar Platform. Please do not share any personal information in your emails to [disneyplus.my@hotstar.com](mailto:disneyplus.my@hotstar.com).

#### **15. Export Control**

You may not access or use Disney+ Hotstar Platform in violation of United States export control and economic sanctions requirements. By acquiring services, Content or software through the Disney+ Hotstar Platform, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

#### **16. Governing Law and Dispute Resolution**

- A. Governing Law. These Terms of Use, including any dispute, controversy, proceeding, or claim of whatever nature which may arise out of or in connection with these Terms of Use (“**Dispute**”), are governed by the laws of Singapore without regard to the conflict of laws principle.
- B. Dispute Resolution. In the event that a Dispute arises, you shall attempt first to resolve such Dispute by writing into the customer support at [disneyplus.my@hotstar.com](mailto:disneyplus.my@hotstar.com). If the Dispute is not resolved by following the customer support process within sixty (60) days from raising the Dispute to the customer support then either you or Disney may submit the

Dispute to the Singapore International Arbitration Centre ("**SIAC**") for final resolution by arbitration seated in Singapore in the English language in accordance with the arbitration rules of the SIAC in effect as of the date of arbitration, which rules are deemed to be incorporated by reference in this Section. Disney and you shall agree on a single arbitrator by agreement. In the event Disney and you cannot agree on an arbitrator within one month of commencement of the arbitration, a single arbitrator shall be appointed in accordance with the Arbitration Rules of the SIAC. The arbitral award shall be final and binding on Disney and you. You waive any defence of improper venue or inconvenient forum as to any action brought within Singapore.

- C. Consumer Protection Rights. 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.

## 17. **Additional Provisions**

- A. If any provision of these Terms of Use is or are held invalid, void, or unenforceable, then that provision shall be considered severable from the remaining provisions, and the remaining provisions given full force and effect.
- B. To the extent permissible by applicable law, Disney reserves the right, at any time and from time to time, upon notification to you but without consent from you, to update, revise, supplement, and otherwise modify these Terms of Use including the Privacy Policy and to impose new or additional rules, policies, terms, or conditions on your use of the Disney+ Hotstar Platform ("**Additional Terms**").
- C. Subject to Disney complying with these requirements, your continued use of the Disney+ Hotstar Platform will be deemed to constitute your acceptance of any and all such Additional Terms. If you do not agree with any Additional Terms, you should cease using the Disney+ Hotstar Platform and cancel your Subscription before the Additional Terms take effect. If you cancel your Subscription for this reason, the cancellation will take effect on the expiry of the current Subscription.
- D. Any Additional Terms will not apply to any dispute between Disney and you arising prior to the date on which such Additional Terms became effective.
- E. The provisions of these Terms of Use, other than the obligations on Disney to provide you with access to the Disney+ Hotstar Platform and the Content, your rights to receive or enjoy the Content and your obligations to pay the Subscription Fee, will survive the termination or expiry of your Subscription and/or these Terms of Use.
- F. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, sub-contractor or franchisor-franchisee relationship between you and Disney.
- G. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without Disney's express prior written consent. Disney may assign, transfer or sublicense any or all of its rights or obligations under these Terms of Use to any person or entity at any time, including those who assumes their role as Malaysia distributor of the Disney+ Hotstar Platform, without requiring your further agreement.
- H. No waiver by you or Disney of any breach or default under these Terms of Use will be deemed to be a waiver of any preceding or subsequent breach or default.
- I. Any heading, caption or section title contained herein is for convenience only, and in no

way defines or explains any section or provision.

- J. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- K. Notices to you (including notices of changes to these Terms of Use) may be made via posting to the Disney+ Hotstar Platform or by sending e-mails or messages to your designated phone number (example: SMS), push notifications, in-app notifications (including in each case via links), or by regular post.
- L. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- M. These Terms of Use and the Privacy Policy constitute the entire agreement between you and Disney governing your use of the Disney+ Hotstar Platform, superseding any prior agreements between you and Disney regarding such use. Further, your acceptance of these Terms of Use constitutes a valid and binding agreement between you and Disney. Should these Terms of Use require to be stamped under any applicable stamp duty laws, you shall bear such stamp duty payable and penalties for non-payment thereof (if any) and comply with relevant stamping obligations and Disney shall not be responsible for such stamp duty payments.
- N. Apple-Specific Terms. In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the Disney+ Hotstar Platform compatible with the iOS operating system of Apple Inc. ("**Apple**").

Apple is not a party to these Terms of Use and does not own and is not responsible for the Disney+ Hotstar Platform. Apple is not providing any warranty for the Disney+ Hotstar Platform except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Disney+ Hotstar Platform and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Disney+ Hotstar Platform, including any third-party product liability claims, claims that the Disney+ Hotstar Platform fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Any enquiries or complaints relating to the use of the Disney+ Hotstar Platform, including those pertaining to intellectual property rights, must be directed to Disney in accordance with the "Information or Complaints" section above.

The license you have been granted herein is limited to a non-transferable license to use the Disney+ Hotstar Platform on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, as permitted by the Usage Rules set forth in Apple's App Store Terms of Service. You must comply with the terms of any third-party agreement applicable to you when using the Disney+ Hotstar Platform, such as your

wireless data service agreement.

Apple and Apple's subsidiaries are third-party beneficiaries of this provision only (pursuant to the Contracts (Rights of Third Parties) Act 1999) and to the extent permissible by applicable law, upon your acceptance of these Terms of Use, will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof. Notwithstanding the foregoing, Disney's right to enter into, rescind or terminate any variation, waiver or settlement under these Terms of Use is not subject to the consent of any third party (including Apple and its subsidiaries).

- O. The Terms of Use are in English and Malay languages. The user agrees and acknowledges that: (i) they have carefully read and fully understand the content of the Terms of Use, (ii) if there is any dispute over the meaning of any provisions under the Terms of Use, the English language version shall prevail and the relevant Malay language version shall be deemed to be automatically amended to conform with and be consistent with the English language version. To the extent permissible by applicable law, the user will not challenge the validity of, or raise or file any objection to, the Terms of Use or the transactions contemplated herein or allege that these Terms of Use are against public policy or public order or otherwise does not constitute the user's legal, valid and binding obligation, enforceable against the user in accordance with its terms in any manner or forum in any jurisdiction and in each case on the basis of any failure to comply with applicable laws.
- P. The provisions of the Terms of Use which by their nature should survive the termination of this Agreement shall survive such termination.
- Q. If the whole or any part of a provision of these Terms of Use is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Terms of Use has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

Last updated: 3rd April 2023