

English – Disney Terms of Use

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Disney DTC LLC and/or its affiliates and subsidiaries (collectively, “Disney DTC”) are pleased to provide to you their sites, software, applications, content, products and services (“Disney Services”), which may be branded Disney, ABC, ESPN, Marvel, Pixar, Lucasfilm, FX or another brand owned or licensed by Disney DTC. These terms govern your use and our provision of the Disney Services on which these terms are posted, as well as Disney Services we make available on third-party sites and platforms if these terms are disclosed to you in connection with your use of the Disney Services. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE DISNEY SERVICES. BY USING THE DISNEY SERVICES YOU AGREE TO BE BOUND BY THESE TERMS.

ANY DISPUTE BETWEEN YOU AND US, EXCEPT FOR SMALL CLAIMS, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING THE ARBITRATION PROVISION BELOW.

NOTHING IN THESE TERMS IS INTENDED TO AFFECT YOUR RIGHTS UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE THAT CAN NOT BE ALTERED BY THESE TERMS. IF THERE IS A CONFLICT BETWEEN THOSE RIGHTS AND THESE TERMS, YOUR RIGHTS UNDER APPLICABLE LOCAL LAW WILL PREVAIL.

1. Contract between You and Us

This is a contract (1) between you and Disney DTC LLC, as a Delaware limited liability company doing business at 500 South Buena Vista Street, Burbank, California 91521, USA, or (2) between you and any different service provider identified for a particular Disney Service.

You must read and agree to these terms (the “Agreement”) before using the Disney Services. If you do not agree, you may not use the Disney Services. These terms describe the limited basis on which the Disney Services are made available to you and supersede prior agreements or arrangements.

Supplemental terms and conditions may apply to some Disney Services, such as rules for a particular competition, content, software, application, service or other activity, or terms that may accompany certain territories, content, products or software accessible through the Disney Services. If applicable, such supplemental terms and conditions will be disclosed to you in connection with such competition, content, product, software, application, service or activity. Any supplemental terms and conditions are in addition to these terms and, in the event

of a conflict, the supplemental terms will prevail over these terms. If you do not agree to the supplemental terms and conditions disclosed, you must not use the applicable Disney Service.

We may change these terms at any time. Any such amendment will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amended terms. You are responsible for periodically reviewing the terms for updates and amendments. By continuing to use the Disney Services you will be deemed to have agreed to and accepted any amendments. If you do not agree to any change to these terms, you must discontinue using the Disney Services. Our customer service representatives are not authorized to modify any provision of these terms, either verbally or in writing.

We may immediately terminate this contract with respect to you (including your access to the Disney Services) if you fail to comply with any provision of these terms.

2. The Disney Services

The Disney Services are for your personal, noncommercial use and are intended for informational and entertainment purposes only. They do not constitute legal, financial, professional, medical or healthcare advice or diagnosis and cannot be used for such purposes. To support smooth operation of the Disney Services across wide geographic areas, aspects of certain activities, such as game play, may be simulated to avoid delays.

The Disney Services are our copyrighted property or the copyrighted property of our licensors or licensees and all trademarks, service marks, trade names, trade dress and other intellectual property rights in the Disney Services are owned by us or our licensors or licensees. Except as we specifically agree in writing, no element of the Disney Services may be used or exploited in any way other than as part of the Disney Services offered to you. You may own the physical media on which elements of the Disney Services are delivered to you, but we retain full and complete ownership of the Disney Services. We do not transfer title to any portion of the Disney Services to you.

Content and Software License

If a Disney Service is configured to enable the use of software, content, virtual items or other materials owned or licensed by us, we grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use such software, content, virtual item or other material for your personal, noncommercial use only, only for as long as each Disney Service is made available by us, with no right to reproduce, distribute, communicate to the public, make available to the public, or transform any Disney Service in any media format or channel now known or hereafter devised (except as may be expressly described or contemplated within the Disney Service).

You may not: circumvent or disable any content protection system or digital rights management technology used with any Disney Service; decompile, reverse engineer, disassemble or otherwise reduce any Disney Service to a human-readable form; remove identification, copyright or other proprietary notices; or access or use any Disney Service in an unlawful or unauthorized manner

or in a manner that suggests an association with our products, services or brands. You may not access or use any Disney Service in violation of United States export control and economic sanctions [requirements](#). By acquiring services, content or software through the Disney Services, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

Disclaimers and Limitation on Liability

THE DISNEY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

FOR HELP, PLEASE REFER TO THE HELP SECTION OF THE APPLICABLE DISNEY SERVICE FOR ASSISTANCE IF DIGITAL CONTENT SUPPLIED VIA A DISNEY SERVICE IS NOT WORKING PROPERLY. We will not be liable for damage which could have been avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We shall not be liable for delay or failure in performance for causes beyond our control or any other damage which does not result from a breach of our obligation.

We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

WE ARE NOT RESPONSIBLE FOR ANY LACK OF FUNCTIONALITY OR FAILURE TO PROVIDE ANY PART OF THE DISNEY SERVICE, OR ANY LOSS OF CONTENT OR DATA THAT IS DUE TO: YOUR EQUIPMENT, DEVICES, OPERATING SYSTEM OR INTERNET CONNECTION, YOUR FAILURE TO COMPLY WITH SPECIFIED COMPATIBILITY REQUIREMENTS OR THE CONSEQUENCES OF YOU CHANGING YOUR EQUIPMENT, DEVICE, OPERATING SYSTEM OR INTERNET CONNECTION.

WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND U.S. DOLLARS (US \$1,000).

Changes to the Disney Services

The Disney Services are constantly evolving and will change over time. If we make a material change to the Disney Services, we will provide you with reasonable notice as described above and you will be entitled to terminate this contract prospectively by no longer using the Disney Services.

Additional Restrictions on Use of the Disney Services

We do not allow uses of the Disney Services that are commercial or business-related, or that advertise or offer to sell products or services (whether or not for profit), or that solicit others (including solicitations for contributions or donations). You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage any Disney Service or connected network, or interfere with any person or entity's use or enjoyment of any Disney Service. You agree not to use any software or device that allows automated gameplay, expedited gameplay, or other manipulation of gameplay or game client and you agree not to cheat or otherwise modify a Disney Service or game experience to create an advantage for one user over another. Additionally, you agree not to access, monitor or copy, or permit another person or entity to access, monitor or copy, any element of the Disney Services using a robot, search engine, "spider," "scraper," or other automated means or manual process without our express written permission.

Third-Party Services and Content

The Disney Services may integrate, be integrated into, or be provided in connection with third-party services and content. We do not control those third-party services and content. You should read the terms of use agreements and privacy policies that apply to such third-party services and content.

If you access a Disney Service using an Apple iOS, Android or Microsoft Windows-powered device or Microsoft Xbox One, Apple Inc., Google, Inc. or Microsoft Corporation, respectively, shall be a third-party beneficiary to this contract. However, these third-party beneficiaries are not a party to this contract and are not responsible for the provision or support of the Disney Services. You agree that your access to the Disney Services using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

Mobile Networks

When you access the Disney Services through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain Disney Services may be prohibited or restricted by your network provider and not all Disney Services may work with your network provider or device.

Affiliate Advertising Programs

Disney DTC is a participant in affiliate advertising programs designed to provide a means for sites to earn advertising fees by advertising and linking to third party retail sites.

3. Your Content and Account

User Generated Content

The Disney Services may allow you to communicate, submit, upload or otherwise make available text, chats, images, audio, video, competition entries or other content (“User Generated Content”), which may be accessible and viewable by the public. Access to these features may be subject to age restrictions. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

In most instances, we do not claim ownership to your User Generated Content; however, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights for the full duration of those rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, transform, adapt, translate, create derivative works based upon, publicly perform, publicly communicate, make available, and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the Disney Services and on third-party sites and platforms), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, without attribution (to the extent this is not contrary to mandatory provisions of applicable law), and without the requirement of permission from or payment to you or any other person or entity. You agree that submission of User Generated Content does not establish any relationship of trust and confidence between you and us, and that you have no expectation of compensation whatsoever (except as may be specifically stated in the provisions of the Disney Services in connection with the submission, or arising from it).

You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions including, without limitation, all copyrights, music rights and likeness rights (with respect to any person) contained in the User Generated Content, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these terms. You agree to indemnify and hold us and our subsidiary and affiliated companies, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content resulting from your breach of any warranty, representation or other provision of these terms or any applicable supplemental terms. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees,

distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

To the extent that we authorize you to create, post, upload, distribute, publicly display or publicly perform User Generated Content that requires the use of our copyrighted works, we grant you a non-exclusive license to create a derivative work using the specifically referenced copyrighted works as required for the sole purpose of creating the materials, provided that such license shall be conditioned upon your assignment to us of all rights worldwide in the work you create for the duration of copyright in the User Generated Content, in all formats and media known or unknown to date, including for use on Disney Services and on third party sites and platforms. If such rights are not assigned to us, your license to create derivative works using our copyrighted works shall be null and void.

We may monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through a Disney Service, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

Accounts

Some Disney Services permit or require you to create an account to participate or to secure additional benefits. You agree that any information you provide and maintain is accurate, current and complete, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers of copyright. In addition, we may suspend or terminate your account and your ability to use the Disney Services if you engage in, encourage, or advocate for illegal conduct or if you fail to comply with these terms or any supplemental terms.

Passwords and Security

You agree that you will not share your account or account information with others. You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the Disney Services.

The security, integrity and confidentiality of your information are extremely important to us. We have implemented technical, administrative and physical security measures that are designed to protect your information from unauthorized access, disclosure, use and modification.

4. Paid Transactions

Identity of Seller

Sales are made by Disney DTC or the seller identified at the time of sale, if different. If you have questions about your order, please contact the seller at the address provided and they will assist you. Some digital storefronts on the Disney Services are operated by third parties and, in that case, different or additional sale terms may apply, which you should read when they are presented to you.

Digital Content and Virtual Items

We may make applications, games, software or other digital content available on the Disney Services for you to license for a one-time fee. When purchasing a license to access such material from a Disney Service, charges will be disclosed to you on the Disney Service before you complete the license purchase.

Your purchase of a virtual item or in-game currency is a payment for a limited, non-assignable license to access and use such content or functionality in the Disney Services with no right to reproduce, distribute, communicate to the public, make available to the public or transform any Disney Service via any online media, in any media format or channel now known or hereafter devised (except as may be expressly described or contemplated within the Disney Service). Virtual items (including characters and character names) or in-game currency purchased or available to you in the Disney Services can only be used in connection with the Disney Services where you obtained them or where they were developed by you as a result of game play. These items are not redeemable or subject to refund and cannot be traded outside of the Disney Services for money or other items for value. We may modify or discontinue virtual items or in-game currency at any time.

Digital Movie Codes

Digital codes originally packaged in a combination disc + code package (a package that includes a DVD, Blu-Ray, and/or 4K/UHD disc(s) and a digital code) may not be sold separately and may be redeemed only by an individual who obtains the code in the original combination disc + code package, or by a family member of that individual. Digital codes are not authorized for redemption if sold separately. You may use digital movie codes to obtain licensed access to digital movies only as specifically authorized under these terms and conditions and the terms and conditions of the participating provider of digital content through which you access or download the digital movie. Digital movie codes sold, distributed, purchased, or transferred in a manner inconsistent with these terms and conditions are subject to being invalidated.

Digital Movie Code Returns. If you do not agree to the above terms and conditions for redeeming a digital movie code obtained by you or a family member in an original combination disc + code package, you may return the combination disc + code package to Disney for a refund subject to the conditions provided at this [link](#).

Subscriptions

Some Disney Services require paid subscriptions to access. By signing up for a subscription, you agreed that your subscription will be automatically renewed and, unless you cancel your subscription, you authorized 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 at the time of sale. 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. From time to time, we may offer a free trial subscription for a Disney Service. 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.

When you subscribe to a Disney Service (other than semi-annual and annual subscriptions), you have the right to cancel your contract within fourteen (14) days from the date the transaction is concluded and you will receive a full refund of the subscription fee paid. For semi-annual and annual subscriptions, if notice of cancellation is received within the first thirty (30) days following the first day of initial billing, you will receive a refund of the subscription fee paid. If we refund your subscription fee, you will still be obligated to pay other charges incurred by you in the course of using the Disney Service prior to the date of cancellation. If you pay a periodic subscription fee for a Disney Service, we will provide you with reasonable notice of changes to the fees or billing methods in advance of their effective date and you will be able to cancel your subscription prior to such change. If you subscribed online, we will give you the option of cancelling the subscription online.

The Order Process

You will have the opportunity to review and confirm your order, including delivery address (if applicable), payment method and product details. We will send to you a notice when we accept your order and our acceptance will be deemed complete and for all purposes to have been effectively communicated to you at the time we send the notice. At such time, the contract for sale will be made and become binding on both you and us. The risk of loss in any goods you purchase and the responsibility to insure them passes to you when the relevant goods are delivered.

We reserve the right to refuse or cancel any order prior to delivery. Some situations that may result in your order being cancelled include system or typographical errors, inaccuracies in product or pricing information or product availability, fairness among customers where supplies are limited, or problems identified by our credit or fraud departments. We also may require additional verification or information before accepting an order. We will contact you if any portion of your order is cancelled or if additional information is required to accept your order. If

your order is cancelled after we have processed your payment but prior to delivery, we will refund your payment.

Payments and Billing

When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third party payment card updating services to obtain current expiration dates on credit cards and debit cards.

Right of Cancellation; Return of Goods

You may have the right to cancel an order placed for a Disney Service - depending on the nature of the Disney Service. Please read the following information carefully so you understand your right of cancellation.

If you wish to cancel, you must do so by following the cancellation instructions for the particular Disney Service. A sample cancellation form is available [here](#).

Cancelling Subscriptions

Please see the information above on the process for cancelling subscriptions in our *Subscriptions* section.

Digital Content

When you purchase a license to access digital content or virtual items, you will be given an opportunity to consent to delivery at the time of purchase. By consenting to delivery, you acknowledge that you have lost the right to cancel. License purchase fees paid for digital content are non-refundable.

Physical Goods

You have the right, within thirty (30) days from the date of your receipt of physical goods, to cancel our contract with you and return the goods. This right does not apply to goods stated by us on the Disney Services to be non-returnable, including but not limited to:

- Any products with a seal, where the seal is broken, such as audio and video recordings, computer software, and CD's, DVD's or other physical media that have been supplied in sealed packaging; and
- Personalized items.

Personalized Goods

We reserve the right to refuse personalized orders at our discretion. Inappropriate use of our personalization service will cause your order to be cancelled and any payment refunded.

These cancellation rights are separate and in addition to your rights should any item we supply be faulty.

If you are returning goods that are not faulty, you may be required to pay for the cost of returning the goods to us and we may deduct a reasonable amount if you use the goods.

Pricing; Taxes

We may revise the pricing for products and services we offer. When you place your order, we estimate the applicable tax and include that estimate in the total for your convenience. Except to the extent required under applicable tax laws, the actual tax amount that will be applied to your order and charged to your payment method is based on calculations on the date of shipment, regardless of when the order was placed.

International Shipping; Customs

When ordering goods for delivery to countries other than the country where the seller is located, you may have to pay import duties and taxes levied. These and any additional charges for customs clearance must be borne by you. For goods shipped internationally, please note that any manufacturer warranty may not be valid; manufacturer service options may not be available; manuals, instructions and safety warnings may not be in destination country languages; the goods and accompanying materials may not be designed in accordance with destination country standards, specifications, and labeling requirements; and the goods may not conform to destination country voltage (requiring use of an adapter or converter). You are responsible for assuring the goods can be lawfully imported to the destination country. When ordering from us, the recipient is the importer of record and must comply with all laws and regulations of the destination country.

5. Competitions

Competitions that you enter on a Disney Service may have supplemental rules and/or conditions, but the following general rules apply absent contrary terms in any supplemental rules or conditions for the competition. If there are rules or conditions for a competition and such rules or conditions conflict with these terms, the provisions contained in the rules and conditions govern and control the competition.

Entries

Your competition entry is User Generated Content and subject to all provisions of these terms that govern your submission and our use of your User Generated Content. We may disqualify entries that are late, misdirected, incomplete, corrupted, lost, illegible or invalid or where appropriate parental consent was not provided. Competition entries are limited to one per person and entries via agents or third parties or the use of multiple identities are not permitted. Use of automated entries, votes or other programs is prohibited and all such entries (or votes) will be disqualified.

We reserve the right to modify, suspend, cancel or terminate a competition or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. We will do so if it cannot be guaranteed the competition can be carried out fairly or correctly for technical, legal or other reasons, or if we suspect that any person has manipulated entries or results, provided false information or acted unethically. If we cancel or terminate a competition, prizes may be awarded in any manner we deem fair and appropriate consistent with local laws governing the competition.

Eligibility

To enter a competition, the competition must be open to residents in your country and you must be a registered user of the Disney Services and have an active account with current contact information. No purchase is necessary to enter a competition and a purchase will not improve your chances of winning. Competitions are not open to our employees (or their immediate families) or anyone else professionally associated with the competition. If you are under age 18 (or under the age of majority under applicable law) and the competition is open to you, we may need your parent or guardian's consent before we can accept your entry. We reserve the right to request proof of identity or to verify eligibility conditions and potential winning entries, and to award any prize to a winner in person. Competitions are void where prohibited or restricted by law. Potential winners who are residents in jurisdictions where competitions require an element of skill may be required to answer a mathematical test in order to be eligible to win a prize.

Prizes

No cash or alternative prizes are available, except that we (or the party providing a prize) reserve the right to substitute a similar prize of equal or greater value. Prizes cannot be transferred (except to a child or other family member) or sold by winners. Only the number of prizes stated for the competition is available to be won and all prizes will be awarded provided a sufficient number of eligible entries are received and prizes are validly claimed by the date provided in connection with the competition, after which no alternate winners will be selected or unclaimed prizes awarded. Unless otherwise disclosed in the prize description prior to entry, winners are responsible for all costs and expenses associated with claiming a prize. All taxes are solely the responsibility of each winner, although we reserve the right to withhold applicable taxes and each winner agrees to complete any required tax forms.

Your acceptance of a prize constitutes agreement to participate in reasonable publicity related to the competition and grants us an unconditional right to us to use your name, town or city and state, province or country, likeness, prize information and statements by you about the competition for publicity, advertising and promotional purposes subject to applicable law and regulations, all without additional permission or compensation. As a condition of receiving a prize, winners (or their parents or guardians) may be required to sign and return an affidavit of eligibility, liability release and publicity release.

6. Additional Provisions

Submissions and Unsolicited Ideas Policies

Our long-standing company 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.

Claims of Copyright Infringement

Notifications of claimed copyright infringement and counter notices must be sent to our designated agent:

Lance R. Griffin
The Walt Disney Company
500 South Buena Vista Street
Burbank, California 91521, USA
Phone: +1 818-560-1000
Fax: +1 818-560-4299
Email: designated.agent@dig.twdc.com

We are only able to accept notices in the languages in which these terms are made available by us.

We will respond expeditiously to claims of copyright infringement committed using the Disney Services that are reported to our Designated Copyright Agent, identified above, in accordance with the U.S. Digital Millennium Copyright Act of 1998 (“DMCA”) or, as applicable, other laws. With respect to Disney Services hosted in the United States, these notices must include the required information set forth in the DMCA and described in detail [here](#).

7. BINDING ARBITRATION AND CLASS ACTION WAIVER

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor Disney DTC will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings.

You and Disney DTC agree to arbitrate, as provided below, all disputes between you (including any related disputes involving The Walt Disney Company or its affiliates), that are not resolved informally, except disputes relating to the ownership or enforcement of intellectual property rights. “Dispute” includes any dispute, action, or other controversy, whether based on past,

present, or future events, between you and us concerning the Disney Services or this Agreement, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. You and Disney DTC empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or the formation of this contract, including the arbitrability of any dispute and any claim that all or any part of this Agreement are void or voidable.

- A. In the event of a dispute, you or Disney DTC must send to the other party a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the party giving the notice, the facts giving rise to the dispute, and the relief requested. You must send any notice of dispute to Disney DTC, 500 South Buena Vista Street, Burbank, California 91521-7620, USA, Attention: Legal. We will send any notice of dispute to you at the contact information we have for you. You and Disney DTC will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, you or we may commence an arbitration proceeding. You may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.
- B. If you and Disney DTC do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services (“JAMS”) in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “JAMS Rules”). The JAMS Rules and instructions about how to initiate an arbitration are available at www.jamsadr.com or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in either Los Angeles, California or the borough of Manhattan, New York, New York, whichever is more convenient for you; provided, however, that if circumstances prevent you from traveling to Los Angeles or New York, JAMS may hold an in-person hearing in your hometown area. You and Disney DTC agree to submit to the exclusive jurisdiction of the federal or state courts located in either Los Angeles, California or the borough of Manhattan, New York, New York, whichever is more convenient for you, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.

Except as provided above with respect to jurisdiction in Los Angeles, California and Manhattan, New York, New York, nothing in this arbitration provision shall be construed as consent by Disney DTC or its affiliates to the jurisdiction of any other court with regard to disputes, claims or controversies unrelated to the Disney Services or this Agreement.

Choice of Forum

For all Disney Services NOT provided by The Walt Disney Company Limited the following shall apply:

Except to the extent required under applicable local law which requires that venue be in the country of your residence, you agree that any action at law or in equity arising out of or relating to these terms or the Disney Services that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in the borough of Manhattan, New York, New York, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

Choice of Law

For all Disney Services NOT provided by The Walt Disney Company Limited the following shall apply:

Except to the extent that applicable local law requires that the law to be applied for contracts of this type be that of the country of your residence, these terms are governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any conflict of law principles.

Severability

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Survival

The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

Waiver

No waiver of any provision of these terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.