

Terms of Use - Canada

Last Updated: April 14, 2020

Disney DTC LLC and/or its affiliates and subsidiaries (collectively, “**Disney**”, “**we**” or “**us**”) are pleased to provide to you certain websites, software, applications, content, products, and services (“**Disney Products**” and “**Products**”), which may be branded Disney, ABC, ESPN, Marvel, Pixar, Lucasfilm, FX, Fox Searchlight, 20th Century Fox, National Geographic, or another brand owned or licensed by Disney.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE DISNEY PRODUCTS. THESE TERMS GOVERN YOUR USE OF ALL OF THE DISNEY PRODUCTS. **BY USING THE DISNEY PRODUCTS YOU AGREE TO BE BOUND BY THESE TERMS.**

(Not applicable to Quebec consumers) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE BETWEEN YOU AND US, EXCEPT DISPUTES RESOLVED IN SMALL CLAIMS COURT, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION ([SECTION 8. BELOW](#)) AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

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1. These Terms of Use Are a Contract Between You and Us

A. Binding Contract. These terms of use (“**Agreement**”) are a contract between you and Disney DTC LLC, as a Delaware limited liability company doing business at 500 South Buena Vista Street, Burbank, California 91521, USA and its affiliates and subsidiaries. Other than as expressly stated herein, there are no third-party beneficiaries of this Contract.

B. Agreement. You represent to Disney that you have read, understood, and expressly consent and agree to be bound by this Agreement, and the terms, conditions, and notices contained or referenced herein, whether you have created a Disney account (and agree to this Agreement at

the time you created that account) or whether you simply browse, use, or access a Disney Product offered directly by Disney or through a third party (and agree to this Agreement when you browse, use, or access any aspect of the Disney Product). If you do not agree to the Agreement, you may not use the Disney Products.

C. Supplemental Terms. This Agreement governs the Disney Products in general. More specific and/or supplemental terms and conditions may apply to some Products, including but not limited to, a particular contest or promotion, software, application, promotional code, service or other activity; availability of certain merchandise, content, programs, or other activities; conditions or other limitations to the Disney Products for users under certain ages; and/or specific terms or restrictions that may accompany certain territories, programs, content, products, websites, applications or other software. Any supplemental terms and conditions are in addition to this Agreement and, in the event of a conflict, the supplemental terms will prevail over this Agreement. If you do not agree to the applicable supplemental terms and conditions disclosed, you may not use the Disney Product.

D. Amendments. We may need to make changes to any portion of this Agreement from time to time and for many reasons, including to reflect updates to the Disney Products or changes in law. If we make a material change to this Agreement, it will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amended Agreement through the Disney Products, the third party that makes Disney Products available to you, or at disneytermsofuse.com. You are responsible for periodically reviewing this Agreement for updates and amendments. Where required by law, we will dispatch a notice setting out the new clause, or the modified clause and how it read formerly, and the date on which the change will come into effect. By continuing to use the Disney Products you will be deemed to have agreed to and accepted any amendments. If you do not agree to any change to this Agreement, you must discontinue using the Disney Products. Where required by law, you may refuse the modification and cancel the Disney Products without cost, penalty, cancellation fee or cancellation indemnity, by providing us with notice to that effect no later than thirty (30) days after the modification comes into force, if the change results in increased obligations to you or a reduction of obligations on us. Our customer service representatives are not authorized to modify any provision of this Agreement, either verbally or in writing.

E. Accounts. Some Disney Products 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.

F. 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 Products.

G. Electronic Notice. You consent to receive notices, including agreements, disclosures, and other communications, electronically from us at the email address you have provided. You agree that these electronic notices satisfy any legal requirements that such communications be in writing.

H. Termination or Suspension. We may terminate or suspend your access to any Disney Products, and/or terminate this Agreement subject to the survival of terms as provided below, if required by law, or if we have objective reason to believe you have used the Disney Products in violation of any provision of this Agreement or any supplemental terms, and/or if you engage in or encourage infringement or any other illegal conduct as it relates to your use of the Disney Products.

2. License Grant and Restrictions

The Disney Products, including, but not limited to, movies, television shows, entertainment or informational programming, trailers, bonus material, scripts, code, images and artwork, are our copyrighted, patented or trademarked property or the copyrighted, patented or trademarked property of our licensors and all copyrights, trademarks, service marks, trade names, trade dress, patents and other intellectual property rights in the Disney Products are owned by us or our licensors (who may be third-party beneficiaries of this contract) and protected by the copyright, trademark, patent and other laws of the United States and international treaties.

A. Consumer License. If a Disney Product, or third party providing Disney Products subject to this Agreement, 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 in Canada such software, content, virtual item or other material for your personal, noncommercial use only, only for as long as that Disney Product is made available to you by us, or an authorized third party, and only in accordance with this Agreement and/or the specific terms that apply to that Disney Product, with no right to reproduce, distribute, communicate to the public, make available to the public, or transform any Disney Product, in any media format or channel now known or hereafter devised (except as may be expressly described or contemplated within the Disney Product or permitted under applicable law). This is a license agreement and not an agreement for sale or assignment of any rights in the Disney Products. Except as we specifically agree in writing, no element of the Disney Products may be used or exploited in any way other than as part of the authorized Product made available to you. You may own the physical media on which elements of the Disney Products are made available to you, but we retain full and complete ownership of the Disney intellectual property. We do not transfer title to any portion of the Disney websites, software, applications, content, virtual items or other materials and/or services to you.

Likewise, the purchase of a license to use any Disney Product does not create an ownership interest in the Disney websites, software, applications, content, virtual items or other materials and/or services.

B. Restrictions on Your Use of Disney's Products. You agree that as a condition of your license, you will not:

- i. circumvent or disable any content protection system or digital rights management technology used in connection with the Disney Product;
- ii. copy the Disney Product (except as expressly permitted by us or under applicable law);
- iii. rebroadcast, transmit or perform the Disney Product;
- iv. create derivative works of the Disney Product or any part thereof, except as and only to the extent as permitted by applicable law;
- v. move, decompile, reverse-engineer, disassemble, or otherwise reduce to human-readable form the Disney Products and/or the video player(s), underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the video player(s);
- vi. modify the Disney Products, including, but not limited to, by removing identification, copyright or other proprietary notices from the Disney Products, or by framing, mirroring, or utilizing similar techniques;
- vii. access or use the Disney Products in a manner that suggests an association with our products, services or brands;
- viii. use the Disney Products for any commercial or business related use or build a business utilizing the Products, whether or not for profit;
- ix. bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the Disney Products;
- x. access, monitor or copy, or permit another person or entity to access, monitor or copy, any element of the Disney Products using a robot, spider, scraper or other automated means or manual process without our express written permission;
- xi. damage, disable, overburden or impair the Disney Products;
- xii. use the Disney Products in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement; and

xiii. allow third parties to violate the above restrictions.

C. Violation. Any attempt to perform any of the restricted actions listed above is a violation of the rights of Disney and/or the intellectual property rights holder.

D. Export Controls. You may not access or use any Disney Product [in violation of United States export control and economic sanctions requirements](#). By acquiring services, content or software through the Disney Products, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

3. Usage Rules

A. Changes to the Disney Products. The Disney Products are constantly evolving and will change over time. We reserve the right to make such changes or, if necessary, discontinue Disney Products. If required by law, we may also need to suspend, restrict, or terminate your access to Disney Products.

B. Third-Party Services or Platforms. The Disney Products may integrate, be integrated into, or be provided in connection with third-party websites, services, applications, platforms, and/or content. We do 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. If you access a Disney Product 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 of this contract. However, these third-party beneficiaries are not a party to this contract. You agree that your access to the Disney Products 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.

C. Internet, Browser and System Requirements. You may need a high speed Internet connection and/or minimum system and/or browser requirements to access and use certain aspects of the Disney Products. You are required to review the minimum requirements necessary for use of the specific Product.

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

E. Consent to Messages. When you use the Disney Products, you may be given the opportunity to consent to receive communications from us through email, text, and/or mobile push notifications. Standard text and calling rates will apply. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. You can opt out of promotional communications by following the "Unsubscribe" directions for emails, through the settings of the Disney Product, or, if via text message, by responding STOP. YOU

ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE DISNEY PRODUCTS.

F. App Permissions. When you use the Disney Products, you may grant certain permissions to us for your device and/or accounts. Most mobile device platforms provide additional information regarding these permissions and how, if possible, to changes your permission settings. By downloading, installing or using the Disney Products, you agree to receive automatic software updates (as applicable).

G. Informational and Entertainment Purposes. You understand that the Disney Products are for your personal, noncommercial use and are intended for informational and 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.

H. Commercial, Marketing, or Branding Use Prohibited. Except as expressly licensed, we do not allow uses of the Disney Products, or other Disney intellectual property, that are commercial or business-related, including used 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).

I. Malware. You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage any Disney Product or connected network, or interfere with any person or entity's use or enjoyment of any Disney Product. 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 Product or game experience to create an advantage for one user over another.

J. Simulated Activity. You understand that to support smooth operation of the Disney Products across wide geographic areas, aspects of certain activities, such as game play, may be simulated to avoid delays.

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](#).

4. Paid Transactions

A. Identity of Seller. Sales are made by Disney or the authorized 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 Products 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.

B. Digital Content and Virtual Items. We may make applications, games, software or other digital content available on the Disney Products or through authorized third parties for you to license for a one-time fee. When purchasing a license to access such material from a Disney Product, charges will be disclosed to you 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 as intended by the Disney Products with no right to reproduce, distribute, communicate to the public, make available to the public or transform any Disney Product 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 Product). Virtual items (including characters and character names) or in-game currency purchased or available to you in the Disney Products can only be used in connection with the Disney Products where you obtained them or where they were assembled 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 Products for money or other items for value. We may modify or discontinue virtual items or in-game currency at any time.

C. 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 this Agreement 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 this Agreement 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](#).

D. Subscriptions. Some Disney Products require paid subscriptions and the acceptance of supplemental terms 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.** You agree that we can change the terms of the subscription with advance notice to you and an opportunity for you to cancel. 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. From time to time, we may offer eligible users to begin their subscription with a promotional period, during which you have access to the Disney Product at no charge. If you register for such a promotion, we will begin to bill your account when the promotional period expires, unless you cancel your subscription before that time.

Unless otherwise disclosed when you subscribe, you have the right to cancel your Disney Product subscription. Unless otherwise required by law, when a subscription is canceled, you will not receive a prorated refund, but you will continue to have access to the Disney Products until the end of the term during which you canceled the subscription. If you cancel your subscription, you will still be obligated to pay other charges incurred by you in the course of using the Disney Product prior to the date of cancellation. If you pay a periodic subscription fee for a Disney Product, we will provide you with 30 days' 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.

E. 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.

F. 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.

G. Right of Cancellation; Return of Goods. You may have the right to cancel an order placed for a Disney Product – depending on the nature of the Disney Product. 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 Product. [A sample cancellation form is available here](#).

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

ii. *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.

iii. *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 Products 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.

iv. *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 from 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 used the goods.

H. Pricing; Taxes. We may revise the pricing for the Disney Products 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.

I. 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.

J. Gift Cards. Disney gift cards may be offered for purchase and/or redemption in connection with certain Disney Products, subject to [additional terms of service](#). The risk of loss and title for gift cards passes to you at the time of electronic transmission or delivery to the carrier. Gift cards may be redeemed at eligible locations and for eligible products and services. Please review the [gift card FAQ](#)'s for more information.

5. Contests and Promotions

Contests and other similar promotions that you enter on a Disney Product or in connection with Disney Products integrated with a third-party website, service, application, platform, and/or content (“**Disney Promotions**”) may be subject to official rules and/or conditions that are supplemental to this Agreement, and which may provide details governing the Disney Promotion such as eligibility requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in any Disney Promotion, please first review the applicable official rules and/or conditions. If a Disney Promotion’s official rules and/or conditions conflict with this Agreement, the provisions contained in the official rules and/or conditions govern and control the Disney Promotion. Your entry into a Disney Promotion constitutes User Generated Content ([as defined in Section 7 below](#)) and is subject to all provisions of this Agreement that govern your submission and our use of your User Generated Content.

6. Disclaimers and Limitation on Liability

THE DISNEY PRODUCTS 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 LAW.

PLEASE REFER TO THE HELP SECTION OF THE APPLICABLE DISNEY PRODUCT FOR ASSISTANCE IF A DISNEY PRODUCT IS NOT WORKING PROPERLY. It is your responsibility to ensure you follow installation instructions, have the minimum system requirements, update software as recommended, and consult our customer service resources if you encounter a problem with the Disney Products.

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 obligations under this Agreement.

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

WE ARE NOT RESPONSIBLE FOR ANY LACK OF FUNCTIONALITY OR FAILURE TO PROVIDE ANY PART OF THE DISNEY PRODUCT(S), OR ANY LOSS OF CONTENT OR DATA THAT IS DUE TO: YOUR

EQUIPMENT, DEVICES, OPERATING SYSTEM OR INTERNET CONNECTION; OR YOUR FAILURE TO COMPLY WITH SPECIFIED COMPATIBILITY REQUIREMENTS.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, 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 CANADIAN DOLLARS (CAD \$1,000).

7. Submissions, User Generated Content, DMCA Takedown Notices

A. 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.

B. User Generated Content. The Disney Products may ask for or allow you to communicate, submit, upload or otherwise make available text, chats, images, audio, video, contest 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. Whether a Disney Product made available by us or in connection with Disney Products appears on a Disney website, service and/or platform, or is integrated with a third-party website, service, application, and/or platform, 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 of 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 Products and on third-party websites, services, applications, and/or 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 Products in connection with the submission, or arising from it).

You represent and warrant that your User Generated Content conforms to this Agreement 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 this Agreement; and you agree to indemnify and hold us harmless from any claims or expenses (including attorneys' fees) 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 this Agreement. You also agree to waive and 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 to waive and 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 such a work, 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 Products 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 Product, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to this Agreement, without prior notice to you. We may terminate your account and access to the Disney Products if your User Generated Content violates this Agreement, including unlawful postings or content, 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.

C. Claims of Copyright Infringement. Notifications of claimed copyright infringement and counter notices must be sent to our designated agent:

Attn: TWDC Designated Agent
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 this Agreement is made available by us.

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

8. BINDING ARBITRATION AND CLASS ACTION WAIVER

(NOT APPLICABLE TO QUEBEC CONSUMERS) PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. Neither you nor Disney will seek to have a dispute heard as a class 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 agree to arbitrate, as provided below, all disputes between you (including any related disputes involving The Walt Disney Company, its subsidiaries or its affiliates), that are not resolved informally, except disputes relating to the ownership or enforcement of intellectual property rights. “**Dispute**” includes any dispute, claim, action, or other controversy, whether based on past, present, or future events, between you and us concerning the Disney Products or this Agreement, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. You and Disney empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this Agreement or the formation of this contract, including any question regarding this Agreement’s arbitrability, existence, interpretation, validity, breach or termination or the business relationship created by it.

A. In the event of a dispute, you or Disney 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, 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 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 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 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.

In accordance with the JAMS Rules, the party initiating the arbitration (either you or Disney) is responsible for paying the filing fee. However, if the arbitrator issues you an award of damages and: (a) that award is greater than the amount of our last written settlement offer; or (b) if we did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator’s services, we will reimburse you for the filing fees you incurred.

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 to the jurisdiction of any other court with regard to disputes, claims or controversies unrelated to the Disney Products or this Agreement.

9. Additional Provisions

A. Choice of Forum. (Not applicable to Quebec consumers) You agree that any action at law or in equity arising out of or relating to this Agreement that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in either Los Angeles, California or 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.

B. Choice of Law. (Not applicable to Quebec consumers) This Agreement is 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.

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

D. Survival. The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination, including but not limited to the restrictions, disclaimers, limitations, our rights to use submitted content, and rules regarding dispute resolution in Section 2, 3, 6, 7 and 8 as well as the general provisions in this Section 9.

E. Waiver. No waiver of any provision of this Agreement 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 this Agreement shall not constitute a waiver of such right or provision.