

TERMS OF USE OF THE HBO MAX STREAMING SERVICE

Welcome to HBO Max! We hope you enjoy our platform, with its unique personalisation features, and the variety of high-quality content for everyone in the family, including all of the HBO service together with a collection of even more movies, shows, and new Max Originals.

FIRST, AN IMPORTANT MESSAGE: PLEASE READ THESE TERMS OF USE (“Terms” or “Terms of Use” or “Agreement”) CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US. PLEASE NOTE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.

If any provision of these Terms is determined by a court to be unlawful, void, or for any reason unenforceable, then that provision is deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

1. About these terms

These Terms constitute a legally binding agreement between you and the entity providing you with access to the Platform, which may be, depending on the Service Area in which you reside, WarnerMedia Direct, LLC, WarnerMedia Direct Latin America, LLC, HBO Nordic AB or one of their subsidiaries or affiliates (collectively, “WM,” “us” or “we”) and govern your use of the HBO Max platform. See Section 5.8 to identify the HBO Max entity that provides you access to the Platform and for other applicable terms based on your Service Area. The programming, promotional and other content that is available through the HBO Max Platform is referred to as “Content”. This Content along with all other elements of the HBO Max platform including its features, user interface, software, and other mobile applications, websites (such as <https://hbomax.com>) and other technology platforms are collectively referred to in these Terms as the “Platform”. The Platform provides you with access to the Content streamed over the internet to compatible devices. References to “you” in these Terms may also include any “Authorised Users” (as defined in Section 2.2). These Terms of Use and our Privacy Policy are collectively referred to as the “Agreement”. Our Privacy Policy describes how we treat your personal information and how we communicate with you and can be viewed at <https://www.hbomax.com/privacy>. Your access or use of the Platform confirms that you have read, understood and agreed to the Agreement on behalf of yourself and on behalf of any Authorised Users.

2. Setting up your HBO Max account and subscription

2.1. Who can subscribe to the platform:

You must meet the following criteria (the “Eligibility Criteria”) to subscribe to the Platform: (a) reside within (a) one of the fifty (50) states of the United States of America (“U.S.”), the District of Columbia, or certain U.S. territories as set forth in Section 5.8 (the “U.S. Service Area”), or (b) one of the countries of Latin America and the Caribbean offering access to the Platform as set forth in Section 5.8 (the “LATAM Service Area”), or (c) one of the countries of the European regions offering access to the Platform as set forth in Section 5.8 (the “EMEA Service Area” and, collectively with the U.S. Service Area and the LATAM Service Area, the “Service Area”); and (b) be at least 18 years old, or the legal age of majority in your state or territory. If you are below this age, you may use the Platform only as an Authorised User of a parent or legal guardian’s HBO Max Account.

2.2. Setting up your HBO Max account and subscription:

Steps to create an HBO MAX Account

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To use the HBO Max service, you must have an HBO MAX account (an "HBO Max Account"), and you must have an active subscription (the "Subscription") with us or with a third party that has been authorised to provide Subscriptions to the Platform (a "Subscription Provider"). If you purchase your Subscription directly from us, you can create your HBO Max Account at the same time you make your purchase. If you purchase your Subscription through a Subscription Provider, you may need to take additional steps to set up your HBO Max Account, including leaving your Subscription Provider's platform to confirm your information directly in our service.

Your Subscription will be automatically validated each time you sign in to the Platform. However, you will have to link your Subscription to your HBO Max Account if you enter into a new Subscription with a different Subscription Provider.

WM subscription

You may purchase a Subscription through WM directly. To purchase a subscription from us, you must provide a valid payment method ("Payment Method"). Either we or our authorised vendors (the "Payment Service") will process the Payment Method. You should direct any payment questions to HBO Max Customer Support. By providing a Payment Method to us, you agree that we or our Payment Service are authorised to periodically charge the applicable Subscription fee including any service fees (the "Subscription Fee") on a recurring basis until you duly cancel your Subscription. You may edit your Payment Method by signing into your HBO Max Account and viewing your Subscription details. We or our Payment Service will attempt to verify the Payment Method you provide, and may do this by processing an authorisation hold, which is a standard practice. If your Payment Method expires and you do not update your Payment Method or cancel your Subscription before it automatically renews, you authorise us and/or our Payment Service to continue billing, and you will remain responsible for any uncollected amounts. If a valid Payment Method is not activated on your HBO Max Account when a payment becomes due, we may suspend or cancel your Subscription.

Subscription with Subscription Provider other than WM

If you purchase a Subscription through a Subscription Provider other than WM, your Subscription Provider, not WM, will process your Payment Method and give you further details on how to sign in or create your HBO Max Account. If you have questions about payments through your Subscription Provider, please contact your Subscription Provider directly.

Different Subscription Offerings and Plan Switching

We may offer multiple Subscription plans to access the Platform. The pricing and offers for Subscriptions to the Platform may vary by Service Area (or within a Service Area) and we may change them over time without notice (except as may be required by applicable law). Each Subscription plan may offer different Content availability, functionality, device compatibility or have certain conditions or limitations, which will be disclosed during your sign-up or in other materials describing the Subscription plan.

Within each Service Area, and subject to availability with your Subscription Provider, you may be able to change your Subscription from one plan to another. Additional terms applicable to the switching of a Subscription plan (such as the applicable charges and changes to billing dates) will be provided when you select the "Switch Plans" option in your Account settings on the Platform within your Service Area.

Authorised users

Once you create an HBO Max Account, you will have the option to add up to five (5) authorised user profiles to your HBO Max Account (the "Authorised Users"). We may limit the maximum number of Authorised Users you can add or that can simultaneously use the Platform. Authorised Users are limited to members of your immediate family or household.

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If you are a parent or legal guardian and would like to make your minor child an Authorised User, you can create a profile for that minor child ("Kid's Profile"), where you will be required to create a "PIN" and set "Parental Controls" in order to help control what Content each Authorised User of a Kid's Profile is allowed to view on the Platform. You are responsible for monitoring whether your minor child uses the Kid's Profile. Please review the Parental Controls information in Section 3.3 below to learn how to customise the Content on your HBO Max Account for each Kid's Profile. By adding a Kid's Profile, you represent and warrant that you are the parent or legal guardian of each minor child affiliated with the Kid's Profile and that you have the authority to consent to this Agreement, for yourself and each Authorised User, including any Authorised User who is a minor child.

Your HBO Max Account will function as the "master account" for all Authorised Users. EACH AUTHORISED USER'S VIEWING ACTIVITY MAY BE ACCESSIBLE TO YOU AS THE HBO MAX ACCOUNT HOLDER, INCLUDING STREAMS BY TITLE, PARENTAL CONTROLS, AND ANY CHANGES TO THE AUTHORISED USER SETTINGS. IT IS YOUR RESPONSIBILITY TO INFORM EACH AUTHORISED USER OF THIS FEATURE.

You are responsible for all activity by each Authorised User and for any other activity under your HBO Max Account, including the devices that are used to access the Platform. You are solely responsible for maintaining the confidentiality of your HBO Max Account e-mail, password and Parental Control PIN. In addition, to prevent unauthorised access to your HBO Max Account or the Platform, you and each Authorised User must maintain control over the devices used to access the Platform, make sure that any unauthorised user cannot access your HBO Max Account, and not reveal your e-mail and password or Payment Method to anyone.

2.3. Free trials, student discount and promotional offers:

Free Trials

The Platform may be made available to you on a free trial basis for a limited time ("Trial Subscription"). The duration of each Trial Subscription will be specified at sign-up. Trial Subscriptions are limited to new Platform subscribers, unless otherwise specified. Your status as a new subscriber to the Platform will be determined by your Subscription Provider. These Terms apply to any Trial Subscription, unless otherwise specified.

At the time of signing up for a Trial Subscription, you must provide a valid Payment Method in order to use the Platform during the Trial Subscription period. Your Payment Method will not be charged during the Trial Subscription period.

UNLESS YOU DULY TIMELY CANCEL YOUR TRIAL SUBSCRIPTION BEFORE THE RENEWAL DATE, UPON THE EXPIRATION OF YOUR TRIAL SUBSCRIPTION, YOUR SUBSCRIPTION WILL CONTINUE AS A CHARGEABLE SUBSCRIPTION AND THE SUBSCRIPTION FEE FOR THE PLATFORM WILL BE CHARGED TO YOUR PAYMENT METHOD.

If we offer you a Trial Subscription or other promotional pricing for a Subscription in your Service Area, the specific terms of the offer will be disclosed during your sign-up or in other materials describing the offer. In each case, after your Trial Subscription or promotional pricing period ends, the Payment Service will begin billing using your Payment Method at the regular Subscription Fee unless you cancel the subscription before the trial period ends. We will not notify you that your Trial Subscription or promotional pricing offer is about to end unless we are required to do so by applicable law.

To find additional details about your Trial Subscription, including the date the Trial Subscription ends, please visit the "Subscription" screen in your profile on the Platform for the latest information contained in our records or contact your Subscription Provider directly.

Promotional Discounts

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In the event of a new/subsequent discount or promotional offering after you sign-up for the Platform, no refunds, adjustments or price protection will be applied to your Subscription Fee. New customers may take advantage of any “new customer” promotion only once. Requirements for a special promotion will be stated at the time each offer is presented.

You agree not to register multiple times for the same promotional offer using multiple names, addresses, e-mail addresses or other means.

2.4. Payment and billing:

Ongoing Subscription

By creating an account with a Subscription Provider and providing the Subscription Provider with a Payment Method, you agree to pay the Subscription Provider a Subscription Fee. Subject to Section 2.3 (Free Trials, Student Discount and Promotional Discounts), the Subscription Provider will charge the first Subscription Fee to your Payment Method on the date the Subscription Provider confirms your Subscription purchase. After that, the Subscription Fee will be charged to your Payment Method by your Subscription Provider on a recurring basis according to your designated billing cycle.

Billing Cycle

The Subscription Fee will be billed at the time you establish your Subscription and on an ongoing basis until you cancel your Subscription. Please note that the length of your billing cycle will vary based upon the type of Subscription you choose when you subscribe to the Platform. Note that the timing of your billing may change in the event of a problem with your Payment Method, such as an expired credit card or in the event you change your Subscription plan. You can go to the Subscription tab on the “My Account” page to see your next billing date.

Subscription Price Changes

Your Subscription Provider may change the price for a Subscription to the Platform and will communicate any price changes to you in accordance with applicable law.

Updating Payment Method

If your Subscription is directly with WM, you can update your Payment Method by going to your profile and choosing “Subscription” within your HBO Max Account on the Platform. If your Subscription is with a Subscription Provider other than WM, you may update your Payment Method by accessing your account with that Subscription Provider. A change in your Payment Method will result in changes to your prior billing cycle. It is your responsibility to update and maintain the Payment Method associated with your Subscription Fee. If you are outside of your Home Country and would like to update your Payment Method, your alternative Payment Method must be a valid form of payment issued in or otherwise authorised from within your Home Country.

Unpaid Amounts

You are responsible for all charges incurred in connection with your Subscription.

In the event your Payment Method is unable to cover the Subscription Fee, your Subscription Provider may suspend your access to the Platform until you update your Payment Method and pay your Subscription Fee.

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We may retry or permit the Payment Service to retry billing your Payment Method after failed attempts (e.g., if your Payment Method is rejected). We also may pursue or permit the Payment Service or another third party to pursue any amounts you fail to pay in connection with your Subscription. Except as specified in Section 5.4 (Dispute Resolution), you will remain liable for all amounts and all costs incurred to collect these amounts, such as bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration costs.

Your Right to Cancel

YOU CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME. YOU MUST CANCEL YOUR SUBSCRIPTION BEFORE IT RENEWS IN ORDER TO AVOID BEING CHARGED FOR THE NEXT CYCLE'S SUBSCRIPTION FEE. If you cancel your Subscription, the cancellation will become effective at the end of the then-current Subscription period and you will continue to have access to your Subscription until the end of that period. If your Subscription is directly with WM, you will need to cancel your Subscription through WM. If you obtained your Subscription through a Subscription Provider other than WM, you will need to cancel your Subscription directly with that Subscription Provider. If you cancel your Subscription, we will retain your information in accordance with our Privacy Policy.

No Refunds

UNLESS REQUIRED BY APPLICABLE LAW, WE DO NOT PROVIDE REFUNDS FOR ANY SUBSCRIPTION; NOR DO WE PROVIDE CREDIT, REFUNDS, OR PRORATED BILLING FOR SUBSCRIPTIONS THAT ARE CANCELLED. A Subscription Provider may choose to offer refunds, discounts or other consideration as a discretionary accommodation. However, each circumstance is unique and a Subscription Provider's election to make such an offer in one instance does not create the obligation to do so in another.

3. Use of the platform

3.1 System and compatibility requirements:

To use the Platform, you will need to use a computer, mobile device, streaming media player, or other device that meets the Platform's system and compatibility requirements (which we may update from time to time). Features and functionalities that we make available through the Platform may differ by device. Please check the requirements periodically, as we may change or stop support of any hardware or software platforms at any time or make changes to the related requirements. In order to access the Platform, you need a high-speed internet connection for your compatible device. You are responsible for any costs associated with your internet service. Your use of the Platform may count toward your data usage, depending on the terms of your agreement with your internet service provider. From time to time the Platform may be unavailable for any reason. These may include, without limitation: (a) equipment malfunctions; (b) our periodic maintenance procedures or repairs; or (c) causes beyond the control of WM or which we cannot reasonably foresee.

3.2. Content limitations and downloads:

Content limitations

The content of the Platform may only be used in countries within the scope of use where the Platform is available. The particular country or territory where you create your HBO Max Account is known as your "Home Country". Restrictions may be enforced according to the location from which you are accessing the Platform. We may use different technologies and verification methods in any Service Area to determine whether your use is permitted within or outside of your Home Country. When you are accessing the Platform outside of your Home Country, the Content, Content Ratings, as well as other features and functionality of the Platform, may shift based on your location within the Service Area.

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The Content available to you may vary based upon your Subscription. In addition, the periods during which you can view each piece of Content will vary based on the rights available for each piece of Content and the terms of your Subscription.

Some Content may specify an licence window in which you will be able to view the Content. The licence windows may vary, so you should pay close attention to the description provided with the Content. During the licence window, you will be able to view the Content as many times as you want, BUT ONCE THE LICENCE WINDOW FOR A PARTICULAR CONTENT ITEM ENDS, YOU WILL NO LONGER BE ABLE TO ACCESS THAT CONTENT. It is your responsibility to monitor the licence window for each piece of Content. WM may disable access to any Content at any time, with or without notice, and regardless of the posted licence windows or programming schedules.

WM uses various technologies to provide you with an optimal viewing experience. That said, the viewing quality of Content, including resolution and the time it takes to begin playing Content, may be affected by the format of the Content, your location, the speed and bandwidth of your internet service, and the devices used, among other factors. HD, Ultra HD and 4K Ultra HD availability, if and as applicable, for certain Content depends on your Subscription plan, internet service and device capabilities. Not all Subscription plans allow you to access Content in all formats and not all Content is available in all formats.

Additionally, not all Content will be available to all Authorised Users across all compatible devices. Access to certain Content may depend upon your geographic location (e.g., you may not be able to access Content outside the Service Area), whether you are able to maintain an internet connection or sufficient bandwidth, and the equipment used to access the Platform. Read the detailed description of each piece of Content to determine options for viewing that Content. While we do our best to keep the Content descriptions up-to-date, we do not guarantee that these descriptions will always be complete, current, or accurate. We also do not guarantee the accessibility of any particular Content at any time.

Live Sports Content Availability and Restrictions on Viewing

Live Sports Content is available only in certain countries in the LATAM Service Area and may be subject to viewing restrictions. For instance, if you are in a city or region that is the same as a team that is playing in a game, then the game may not be available as part of your Subscription. Blackouts will be applied based upon the city or region in which you are accessing the Platform and we may use different technologies and methods to verify your location at the time of access to the Live Sports Content.

Simultaneous Streams

We may restrict the maximum number of simultaneous streams per HBO Max Account regardless of the number of your devices that can access the Platform. We may change the maximum number of simultaneous streams and/or impose limits on the number of devices that you may use at any time. The number of simultaneous streams may vary by Service Area and Subscription plan.

Downloads

Certain Content on the Platform may be available for temporary download on certain supported devices and on certain Subscription plans, in order to allow you to view that Content offline when you do not have a network connection ("Downloadable Content"). To download Content, make sure you have a network connection and sign in to the Platform on your phone or tablet. Choose an episode or movie that you want to download and tap the "Download" icon. WM may control the amount of Downloadable Content permissible for each HBO Max Account (across all Authorised Users and devices) within each Service Area, and the expiration rules for each piece of Downloadable Content. The Platform will

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provide you with information specifying the Content download limits and the expiration rules for each piece of Downloadable Content. Once expired you may be able to renew Downloadable Content while within your Home Country. You may not be able to view certain Downloadable Content that you download while in your Home Country when you are outside of your Home Country even though you are within a Service Area.

3.3. Content ratings/parental controls:

THE PLATFORM OFFERS CONTENT THAT MAY NOT BE APPROPRIATE FOR ALL AGES OR VIEWERS. CONTENT TYPES, GENRES, CATEGORIES, AND DESCRIPTIONS ARE PROVIDED AS SUGGESTIONS TO HELP WITH NAVIGATION. YOU MIGHT DISAGREE WITH HOW PARTICULAR CONTENT IS RATED, SOME CONTENT MAY NOT BE RATED AND/OR MAY CONTAIN STRONG OR PROFANE LANGUAGE, VIOLENCE, ALCOHOL, TOBACCO, DRUG OR SUBSTANCE ABUSE, NUDITY, SEXUAL CONTENT, MATURE THEMES AND/OR MATURE CONTENT INTENDED ONLY FOR ADULTS OR THOSE UNDER SUPERVISION OF ADULTS. Content tends to elicit varying reactions among different people. As is true for many websites and content platforms, you may come across Content that you find objectionable or that you believe may be inappropriate for certain members of your family. By accessing the Content you acknowledge and accept these risks.

You Control What Content You and Your Family Can Access

The Platform allows you to customise your settings to control what Content you and your family are able to access. If you want to restrict Content, you may create and manage a Kid's Profile. You can set "Parental Controls" when setting up each Kid Profile for the first time and you may change parental control settings by going to the "Manage Profiles" section of the Platform and entering your PIN to edit the selections. This will enable you to establish and manage Parental Control settings for each Kid's Profile linked to your HBO Max Account. Parental Controls allow you to set a maximum movie and television rating for each Kid's Profile, and are designed to filter out non-rated Content. Please note that changes made to Parental Controls may not take effect immediately, and during some periods there could be a delay before your new settings become effective.

We cannot guarantee that any movie or television ratings are accurate. The Parental Controls may not always be effective in restricting all Content that you or any Authorised User may consider objectionable, including if you disagree with the Content rating or age classification, if changes made to Parental Controls are delayed or do not take effect immediately, if an Authorised User of a Kid's Profile is allowed to access or view Content from another Authorised User with no or different Parental Control settings, or if such user has access to the PIN to change the Parental Control settings.

If you choose to access or view, or allow an Authorised User to access or view, any Content intended for audiences over 13 years of age or for adults on the Platform, you acknowledge that you or they may be exposed to Content that may include nudity, sexual activity, violence, strong language, alcohol, tobacco, drug, or substance abuse, or are otherwise shocking in nature. You are solely responsible for monitoring and supervising all use of your HBO Max Account, including those of each Authorised User.

3.4. Advertisements on the platform:

Certain Content within the Platform may be ad-financed and that Content may change from time to time. As of the Effective Date of these Terms, Content on the HBO service and certain other Content does not contain advertising, but that may change at any time and without advance notice. Please navigate to our Help Centre at <https://help.hbomax.com> for additional information on advertising-financed Content. WM does not specifically endorse any third-party advertiser, product or service featured on the Platform nor does W MAX take any responsibility for any such third-party advertiser, product or service. Any interactions you may have with an advertiser as a result of using the

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Platform will be between you and such advertiser. If you engage in any transaction with an advertiser featured on the Platform, including providing that advertiser with any personal information, you agree that WM is not responsible for such transaction or provision of personal information and you further agree that WM is not liable for any damage that may result from your engagement with any advertiser.

3.5. Service updates and software:

At various times, WM may choose to make available updates, bug fixes, or other changes or enhancements to the Platform (collectively, "Service Updates"). By subscribing to the Platform, you consent to receive all Service Updates without further notice. Service Updates may be:

- (a) Automatic, such as in connection with general website changes and additional features or updates to data required by the Platform;
- (b) At your election, in which case you will receive information and instructions for how to authorise optional Service Updates; or
- (c) Mandatory, in which case you will be required to consent to the Service Update or install or upgrade a third-party plug-in to maintain access to the Platform.

Please note that the Platform may be unavailable during a Service Update.

3.6. Suspension and termination:

Any Subscription Provider may disable, suspend or terminate your Subscription and access to the Platform and/or your HBO Max Account immediately for any reason or for no reason whatsoever, including if any Subscription Provider reasonably determines that you have provided incorrect account or payment details, you no longer meet the Eligibility Criteria or you are otherwise in violation of these Terms. If this occurs, you must stop using the Platform. If we disable your Subscription and/or access to all or any part of the Platform, you agree not to create another HBO Max Account or try to access the Platform without our permission.

3.7. Customer service:

- (a) For Customer Service inquiries related to the Platform or your Subscription through WM (including Subscription Fee and Payment Method), please visit our Help Centre at <https://help.hbomax.com>.

If you are within the U.S. Service Area and are unable to resolve your question by visiting our Help Centre at <https://help.hbomax.com> or if you have reason to believe that your HBO Max Account credentials have been compromised or misappropriated in some way, please contact HBO Max Customer Support at 1-855-442-6629 or send us an email at support@hbomax.com.

If you are within the LATAM Service Area and are unable to resolve your question by visiting our Help Centre at <https://help.hbomax.com> or if you have reason to believe that your HBO Max Account credentials have been compromised or misappropriated in some way, please contact HBO Max Customer Support at 1-800-796-1616 or send us an email at soporte@hbomax.com (Spanish), suporte@hbomax.com (Portuguese), or supportca@hbomax.com (English – Caribbean).

If you are in the EMEA Service Area and are unable to resolve your question by visiting our Help Centre at <https://help.hbomax.com> or if you have reason to believe that your HBO Max Account credentials have been compromised or misappropriated in some way, please contact HBO Max Customer Support as follows:

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- Spain: 900 834 155 or contacto@hbomax.com
 - Denmark: 70 89 99 22 or kundeservice@hbomax.com
 - Finland: 0800 915 765 or asiakaspalvelu@hbomax.com
 - Norway: 32 29 91 00 or kundetjeneste@hbomax.com
 - Sweden: 0770 455 000 or kundtjanst@hbomax.com
- (b) For Customer Service matters related to your Subscription through a Subscription Provider other than WM (including Subscription Fee and Payment Method) or other matters relating to billing through your Subscription Provider, please contact your Subscription Provider directly.
- (c) If you have specific concerns with closed captioning, please contact:

In the U.S. Service Area

Arthur Woo
WarnerMedia Direct, LLC
30 Hudson Yards
New York, NY 10001
E-mail: hbomaxclosedcaptioning@hbomax.com
Telephone: 833-778-9212

In the LATAM Service Area

Arthur Woo
WarnerMedia Direct Latin America, LLC
30 Hudson Yards
New York, NY 10001
E-mail: hbomaxclosedcaptioning@hbomax.com
Telephone: 833-778-9212

In the EMEA Service Area

Arthur Woo
HBO Nordic AB
Kungsgatan 12
111 35 Stockholm, Sweden
E-mail: hbomaxclosedcaptioning@hbomax.com
Telephone: 833-778-9212

3.8. Feedback, submissions, photo upload and postings:

Feedback

Portions of the Platform may invite you to provide us with feedback, comments or other information ("Feedback"). We welcome your Feedback, as it helps us to make the Platform an even better product for you and all of our subscribers. By submitting Feedback, you agree that we are free to use the Feedback to improve the Platform or for any other purpose permitted by applicable law.

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Unsolicited Submissions

WM does not accept unsolicited submissions of concepts, creative ideas, suggestions, stories, or other potential content. This is to avoid the possibility of a future misunderstanding when projects developed by WM staff or representatives might seem to be similar to the submitted concepts, creative ideas, suggestions, stories or other potential content. Therefore, please do not send WM any unsolicited submissions. If you do, you are aware that no material you send to us will be treated as confidential.

Photo Upload and Postings

If the Platform provides you or other users an opportunity to upload photos, ratings, videos or post and exchange information, content, ideas and opinions (collectively, "Postings"), be advised that WM shall have the right, but not the obligation to you, to screen and monitor Postings and may decide to remove or edit any Postings, which we consider to be offensive or otherwise in breach of these Terms, prior to their appearance on the Platform or elsewhere. A Parental Control PIN may be required for Postings to a Kid's Profile. Postings do not reflect the views of WM and WM disclaims all responsibility and liability arising from the Postings.

You represent that (a) you have all necessary rights in all Postings you provide and all material, content and information they contain and that your Postings shall not violate or infringe upon any proprietary right, intellectual property right or other rights of third parties; and (b) you will not upload or post any nudity, obscene materials, hate speech, or other objectionable, offensive, illegal, or otherwise harmful materials to the Platform.

3.9. Our communications to you:

By using the Platform you acknowledge that we and our Subscription Providers can send you emails, text messages, in-app notifications and push notifications or use other electronic service communications about your account. To the extent permitted by applicable law, you also consent to receive electronic promotional messages, offers, surveys, and other materials. You understand that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Agreeing to receive these promotional texts is not a condition of purchasing any goods or services. If at any time you no longer want to receive promotional communications, you can opt out by either:

- Unsubscribing by clicking on the link at the bottom of the electronic communication;
- For text messages, by responding STOP; or
- Signing into the Platform and updating your "Notifications" preferences in "Settings". Changes made to your Notifications settings may not take effect immediately, and there could be a delay before your new settings become effective.

4. Copyrights and trademarks

4.1. Copyrights and trademarks:

The Platform, and all materials incorporated into the Platform are protected by copyrights, patents, trademarks, trade secrets or other legal rights. The copyright holders have licensed this Content for private use only and not for public or commercial exhibition. This means that you may not (a) show any Content to any public audience or view it in a public location; or (b) attempt to circumvent, avoid, bypass, remove, deactivate, impair or otherwise defeat any encryption, rights-signalling or copy protection technology for the Content. Unauthorised copying, editing, exhibition, broadcast or distribution of a copyrighted programme can result in severe criminal and civil penalties under U.S. or any other applicable laws.

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Some of the characters, logos or other images on the Platform are also protected as our registered or unregistered trademarks, trade names and/or service marks ("Trademarks"). All other trademarks are the property of their respective owners. Use of our Trademarks or those of anyone else's is not authorised other than as incorporated into the Platform.

We may gather data on Platform usage and other information to ensure that the Platform is being used in accordance with these Terms. You agree not to block this transmission of data. If you do so, it will be considered a violation of these Terms and may result in immediate termination of your Subscription.

4.2. Copyright notice:

If you believe that any content appearing on any part of the Platform has been copied in a way that constitutes copyright infringement under the laws of the United States, the countries within the LATAM Service Area, or the countries within the EMEA Service Area, please forward the following information to the Copyright Agent named below:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- The exact URL or a description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; and
- A statement under penalty of perjury by you that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

In the U.S. Service Area

WarnerMedia Direct, LLC
30 Hudson Yards
New York, NY 10001
Attn: Legal Department/Copyright Agent
E-mail: hbomaxcopyrightviolations@hbomax.com

In the LATAM Service Area

WarnerMedia Direct Latin America, LLC
30 Hudson Yards
New York, NY 10001
Attn: Legal Department/Copyright Agent
E-mail: hbomaxcopyrightviolations@hbomax.com

In the EMEA Service Area

HBO Nordic AB
Kungsgatan 12
111 35 Stockholm, Sweden
Attn: Legal Department/Copyright Agent
E-mail: hbomaxcopyrightviolations@hbomax.com

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Please note that while WM seeks to preserve all exemptions from liability that may be available under the copyright law, this is not a stipulation that WM is a service provider as defined in 17 U.S.C. section 512c or elsewhere in the law.

4.3. Restrictions on use of the platform:

Please be aware that it is copyright infringement to make an unauthorised copy of any element or any portion of the Platform, including the Content, or underlying software.

You are only authorised to access and display Content on the Platform for your non-commercial, personal, entertainment use on compatible devices while your Subscription remains active and in good standing and only as permitted in these Terms. You may not:

- copy, reproduce, distribute, transfer, sell, license, publish, enter into a database, display, perform publicly, modify, create derivative works, upload, edit, post, link to, frame, transmit, rent, lease, lend or sublicense or in any way exploit any part of the Platform, or attempt to interfere with the operation of the Platform;
- use any data mining, robots, viruses, worms, bugs, or other data gathering and extraction tools on the Platform, or frame any portion of the Platform, or attempt to tamper, hack, corrupt, or impair the administration and/or security of the Platform;
- use the Content files or other elements of the Platform to construct any kind of database;
- copy, reverse engineer, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, circumvent or otherwise translate, in whole or in part, the Platform or any Content, or attempt, or encourage or assist any other person, to take any of the above action; or
- circumvent, disable, or otherwise tamper with any security technology protecting any Content, system resources, accounts or any other part of the Platform, or to attempt or assist another person to do so. It is prohibited to use or distribute tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools).

If WM authorises you to copy any part of the Platform, this authorisation is limited to viewing a single copy for non-commercial, personal, entertainment use only, and requires you to keep intact all copyright, trademark and other proprietary notices. Using any material on any other service or networked computer environment is prohibited.

5. Additional legal terms

To the greatest extent permitted by applicable law, the following additional legal terms shall apply:

5.1. Disclaimer of warranties:

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONTENT AVAILABILITY AND VIEWING QUALITY, AND NON-INFRINGEMENT. WM DOES NOT WARRANT THAT THE PLATFORM WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ADDITIONALLY, WM AND ITS SUBSCRIPTION PROVIDERS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OR MISUSE OF YOUR HBO MAX ACCOUNT.

5.2. Limitation of liability and time limitation for claims:

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Limitation of liability

YOU AGREE THAT WM AND ITS PARENT, SUBSCRIPTION PROVIDERS, DISTRIBUTORS, SUPPLIERS, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM (COLLECTIVELY, THE "RELEASED MATTERS"). THE RELEASED PARTIES' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU, SOLELY FOR THE HBO MAX PLATFORM DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF SOME TYPES OF DAMAGES. THE ABOVE EXCLUSIONS WILL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU AGREE THAT ANY DAMAGES YOU INCUR ARISING OUT OF THIS AGREEMENT ARE NOT IRREPARABLE AND ARE INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE AVAILABILITY OF, OR ANY PERSON'S ABILITY TO ACCESS, ANY PORTION OF THE PLATFORM.

Time Limitations for Claims

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM RELATING IN ANY WAY TO THE PLATFORM OR THESE TERMS MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE EVENTS GIVING RISE TO THE CLAIM. IF NOT COMMENCED WITHIN THIS ONE (1) YEAR PERIOD, YOU AND WM ARE EACH PERMANENTLY BARRED FROM PURSUING THAT CLAIM.

5.3. Indemnity:

You agree to indemnify and hold harmless WM, the Subscription Provider(s), and their respective parents, subsidiaries, affiliates, partners, agents, and licensors and the officers, directors, employees, members and shareholders of all of the foregoing (collectively, the "Indemnified Parties"), from and against all third-party claims, losses, expenses, damages and costs, including reasonable attorney fees, resulting from your actual or alleged breach of these Terms.

You will cooperate as fully and as reasonably required in WM's defence of any claim. WM reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without WM's written consent.

5.4. Dispute resolution:

Our customer service department can resolve most customer issues quickly to the satisfaction of the customer. You can contact HBO Max Customer Support as follows: In the U.S. Service Area, you can call 1-855-442-6629 or e-mail support@hbomax.com and in the LATAM Service Area, you can call 1-800-796-1616 or e-mail soporte@hbomax.com (Spanish), suporte@hbomax.com (Portuguese), or supportca@hbomax.com (English – Caribbean). For subscribers residing in the U.S. Service Area and the LATAM Service Area (excluding Brazil), in the unlikely event that you are not satisfied with customer service's solution (and you and WM are unable to resolve a dispute through the Informal Dispute Resolution Procedures), both parties agree to resolve the dispute through binding arbitration or small claims court instead of in courts of general jurisdiction.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Unless expressly limited by this arbitration provision, arbitrators can award the same damages and relief that a court can award. Any arbitration under

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this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. If the claim is not unfounded and amounts to less than US\$75,000, we will pay the costs of the arbitration. In arbitration you may also be entitled to recover attorneys' fees from us to at least the same extent as you would be in court.

In addition, in some circumstances (explained below), we will pay you more than the amount granted by the arbitrator, as well as double the reasonable costs of your attorney (if any) if the arbitrator grants you an amount greater than the amount we have offered you to settle the dispute.

For subscribers residing in Brazil

This Section 5.4 shall be written and interpreted under Brazilian law. In the event of any dispute, claim, or controversy, you and WM hereby agree to resolve those disputes, amicably. Accordingly, you must first send an e-mail to us describing in detail any such dispute, claim, or controversy between you and WM ("BR Notice"). The BR Notice must be sent to the email address suporte@hbomax.com. The BR Notice must (a) provide your name and email address; (b) describe the nature and basis of your claim or dispute, and (c) describe your specific request for resolution. If you and WM do not reach an agreement to resolve the dispute within 30 days after receipt of notification by WM, you can then initiate legal proceedings on the matters raised in the BR Notice.

For subscribers residing in the EMEA Service Area

In the event of any dispute, claim, or controversy, you and WM hereby agree to resolve those disputes, amicably. Accordingly, you must first send an e-mail to us describing in detail any such dispute, claim, or controversy between you and WM ("EMEA Notice"). The EMEA Notice should be sent to the email address identified in Section 3.7 (Customer Service) for the applicable region in the EMEA Service Area. The EMEA Notice must (a) provide your name and email address; (b) describe the nature and basis of your claim or dispute, and (c) describe your specific request for resolution. If you and WM do not reach an agreement to resolve the dispute within 30 days after receipt of notification by WM, you can then initiate legal proceedings on the matters raised in the EMEA Notice. The dispute shall be resolved by a competent court of law and shall be subject to Swedish law, unless the law applicable in your Home Country is more beneficial to you. As a consumer, you have the right to refer the matter to a court of law where you reside. You may also choose to make a complaint in the first instance to the relevant EU or national board for consumer disputes:

- European Union: European online dispute resolution platform <https://www.ec.europa.eu/consumers/odr>
- Sweden: The National Consumer Disputes Board (Allmänna reklamationsnämnden) <https://www.arn.se>
- Finland: The Consumer Disputes Board (Kuluttajariitalautakunta) <https://www.asiointi.kuluttajariita.fi/kuluttaja/#/fi>
- Norway: The Norwegian Consumer Board (Forbrukerrådet) <https://www.forbrukerradet.no>
- Denmark: Dispute Resolution Centre (Center for Klageløsning, Nævnenes Hus) <https://www.kfst.dk/forbrugerforhold/klageforhold/center-for-klageloesning>

For subscribers residing in the U.S. Service Area and the LATAM Service Area (excluding Brazil):

Arbitration agreement

- (a)** Claims subject to arbitration: To the fullest extent permitted by applicable law, WM and you agree to arbitrate all disputes and claims between us, except for claims arising from bodily injury or that pertain to enforcing, protecting, or the validity of your or our intellectual property rights (or the intellectual property rights of any of our licensors, affiliates and partners). This Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

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- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, abuse, misrepresentation or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to “WM,” “you,” “we” and “us” in this Arbitration Agreement include our respective predecessors in interest, subcontractors, subsidiaries, agents, employees, licensors, and providers of Content at the time the claim arises; the predecessors of all of the above in connection with the matter, their successors and assigns (such as AT&T and its affiliates); and all authorised or unauthorised users or beneficiaries of the Platform under this or prior Agreements between us. Notwithstanding the foregoing, either party may elect to have claims heard in small claims court seeking only individualised relief, so long as the action is not removed or appealed to a court of general jurisdiction. This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local authorities. Such entities may seek relief from us on your behalf where permitted by law. You agree that, by entering into this Agreement, you and we are each waiving the right to participate in a class action and to a trial by jury to the fullest extent permitted by applicable law. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This Arbitration Agreement shall survive termination of your subscription or this Agreement.

- (b)** Pre-arbitration notice of dispute: A party who intends to initiate arbitration must first send to the other a written Notice of Dispute (“Notice”). A Notice from you to WM must be mailed as a registered letter to WarnerMedia Entertainment General Counsel, 30 Hudson Yards, New York, NY 10001 (“Notice Address”). Any Notice must (a) include your name, and e-mail address, (b) describe the nature and basis of the claim or dispute, and describe (c) the nature of the specific relief sought (“Claim”).

If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During arbitration, the amount of our or your offer to arbitrate will not be disclosed to the arbitrator until the arbitrator has determined any amount to which either of us is entitled. You may obtain a form to initiate arbitration at:

[adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf](https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf).

- (c)** Arbitration procedure: The arbitration will be governed by the rules for consumer disputes (“Consumer Arbitration Rules”) of the American Arbitration Association (“AAA”), as modified by this Arbitration Agreement, and will be administered by the AAA. (If the AAA is unavailable or unwilling to do so, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at <https://www.adr.org/>, by calling AAA at 1-800-778-7879, or by requesting them in writing at the Notice Address. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Arbitration Agreement or whether a dispute can or must be brought in arbitration, which are for a court of competent jurisdiction to decide. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Unless we and you agree otherwise, any arbitration hearings will take place in the country (or municipality) of your billing address. If the amount of your claim is US\$10,000 or less, we agree that you can choose whether to arbitrate solely on the basis of documents sent to the arbitrator, in a telephone hearing or in a personal hearing in accordance with the AAA rules. If the amount of your claim exceeds US\$10,000, the right to the proceeding is governed by the AAA rules. Regardless of the manner of implementation of the proceeding, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. With the exclusion of the details listed in subsection (f), the arbitrator may grant the same damages

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and other individualised compensation that the parties could have received in court in accordance with applicable law.

- (d) **Arbitration fees:** Once we have received notice to the Notice Address that you have initiated arbitration, we will refund you the arbitration application fee, unless your claim is worth more than US\$75,000. (The filing fee for the arbitration process is currently US\$200, but the arbitration provider can make changes. If you are unable to pay this fee, we will pay it directly after we receive a written request to the Notice Address.) We will pay all expenses related to the AAA request, administration and arbitration incurred in accordance with the above notice requirements. If, however, the arbitrator determines that the compensation you seek in your Claim was frivolous or brought for an improper purpose or asserted in bad faith (as set forth in Civil Procedure 11(b) of the Federal Rule), the payment of all such expenses shall take place in accordance with the AAA Rules. In this situation, you agree to reimburse us for any fees that we have previously paid but that would have been your responsibility under the AAA Rules. If you initiate arbitration and seek compensation of more than US\$75,000 (either for you or for us), the payment of these costs shall be determined by the AAA Rules.
- (e) **Alternative payment and reimbursement of attorneys' fees:** If you initiate arbitration in accordance with the above notice requirements (b) and the arbitrator awards a remedy in your favour in excess of our most recent written arbitration offer prior to the selection of an arbitrator:
- we will pay you the greater of the amount awarded or US\$10,000 (the "Alternative Payment");
 - We will double the attorneys' fees to your attorney, if any, and reimburse all reasonable costs (including expert witness fees and expenses) that your attorney has accrued in connection with the examination, preparation, and advocacy of your arbitration claim ("Attorneys' Fees").

If we have not provided you with a written offer to settle the dispute prior to selecting an arbitrator, you are entitled to an alternative payment and your attorney's fees, if the arbitrator awards relief in the case. The arbitrator may make decisions and resolve disputes relating to the payment and reimbursement of fees, expenses, alternative payments and attorneys' fees at any stage of the proceedings, as well as at the request of either party, when the request is made within 14 days of the arbitrator's decision on the matter. When we assess whether the amount of compensation including attorney's fees or costs is greater than the value of our previous written settlement offer, only that portion of the compensation awarded that includes the attorney's fees or expenses that can reasonably be considered to have accrued in the processing of the arbitration by the date of the settlement offer will be included in the calculation process.

Your right to attorneys' fees is in addition to any other rights you may have under applicable law in relation to the reimbursement of attorneys' fees and expenses. Therefore, if you were legally entitled to a higher amount, this section does not prevent the arbitrator from granting you that amount. However, you cannot receive both attorneys' fees and, as overlapping compensation, also attorney's payments or expenses. While under some laws we may be entitled to claim compensation for attorneys' fees and expenses if arbitration ends in our favour, we agree not to seek such relief.

- (f) **Requirement of individualised arbitration:** The arbitrator may award declaratory or injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualised declaratory or injunctive relief;

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class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then the parties agree such a claim or request for relief shall be decided by a court of competent jurisdiction, after all other arbitrable claims and requests for relief are arbitrated.

- (g) Future changes of the arbitration terms: Notwithstanding any provision to the contrary under this Agreement, we agree that if we make any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject any such change by sending us an e-mail within 30 days to the above Notice Address for arbitration. By rejecting any future change, you agree that any dispute between us will be arbitrated in accordance with this provision.

5.5. Investigations:

WM may investigate suspected violations of this Agreement. As part of such an investigation, WM may gather information from you and take appropriate steps to address any such violations. We will collect and use any such information in accordance with the HBO Max Privacy Policy.

5.6. Hyperlinks to and from third party sites:

The Platform may link you to other sites on the internet including, without limitation, sites owned or controlled by WM or by our Subscription Providers. These other sites are not under the control of WM, and you acknowledge that (whether or not these sites are affiliated in any way with WM or its Subscription Providers) WM is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of these sites.

5.7. Third party subscription provider terms:

These Terms constitute an agreement between you and WM, and not between you and any other Subscription Provider(s). Unless otherwise specified in these Terms, Subscription Providers will have no obligation to provide technical maintenance for the Platform or respond to product claims regarding the Platform. Subscription Providers are not responsible for any product or intellectual property claims associated with the Platform. Please review your Subscription Provider's terms of use and user agreements to confirm your compliance with those terms.

iOS Subscribers

You must agree to the App Store Terms of Use in addition to these Terms when accessing the Platform via iOS products. You acknowledge and agree that Apple, Inc., ("Apple") and any subsidiaries of Apple, are third party beneficiaries to these Terms. Upon your acceptance of these Terms, Apple will have the right (and be deemed to have accepted the right) to enforce these Terms as a third-party beneficiary.

5.8. Use in service area only:

The Platform is intended for viewing solely within the Service Area. You are prohibited from using any technology to mask your location or hinder WM's ability to determine your location. WM may use technologies to verify your geographic location.

The WM entity that provides you access to the Platform varies by Service Area as follows:

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WarnerMedia Direct, LLC

The U.S. Service Area includes the U.S., the District of Columbia and the following U.S. territories: American Samoa, Guam, Puerto Rico, The Northern Mariana Islands, and the U.S. Virgin Islands.

U.S. Service Area Contact Information:

WarnerMedia Direct, LLC
30 Hudson Yards
New York, NY 10001

WarnerMedia Direct Latin America, LLC

The LATAM Service Area includes Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Curaçao, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Montserrat, Nicaragua, Panama, Paraguay, Peru, St. Kitts and Nevis, St. Lucia, St. Vincent and The Grenadines, Suriname, Trinidad and Tobago, Turks and Caicos, Uruguay, and Venezuela.

LATAM Service Area Contact Information:

WarnerMedia Direct Latin America, LLC
30 Hudson Yards
New York, NY 10001

HBO Nordic AB

The EMEA Service Area includes Andorra, Denmark, Finland, Norway, Spain and Sweden.

EMEA Service Area Contact Information:

HBO Nordic AB
Kungsgatan 12
111 35 Stockholm
Sweden

5.9. Governing law and venue:

These Terms shall be governed by the laws of the State of New York, without regard to conflict of law principles. Any dispute that is not subject to arbitration under Section 5.4 (Dispute Resolution) of the Agreement shall be brought in the appropriate state or federal court located in New York County, New York; and we and you each irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New York County, New York for the adjudication of all non-arbitral claims.

For subscribers residing in the EMEA Service Area, these Terms shall be governed by the laws described in the "For subscribers residing in the EMEA Service Area" paragraph of Section 5.4.

5.10. Force majeure:

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WM shall not have any liability to you by reason of any delay or failure to perform any obligation under these Terms if the delay or failure to perform is occasioned by force majeure, which shall refer to any unsurpassable obstacle, such as an act of God, storm, fire, accident, unanticipated work stoppage, power outage, satellite failure, strike, lockout, labour conflict, civil disobedience, riot, war, public health emergency, epidemic, pandemic or national emergency, Governmental action, or other cause beyond our control.

5.11. Export Controls; OFAC Compliance:

You may not use or otherwise export or re-export the software except as authorised by United States law and the laws of the jurisdiction in which the software was obtained. In particular, but without limiting the generality of the foregoing, the software and other relevant elements of the Platform may not be exported or re-exported into any U.S. embargoed countries or to any countries prohibited by U.S. laws, rules or regulations.

By accessing the Platform, you confirm that you are not subject to sanctions imposed by the U.S. and you are not considered by the Office of Foreign Assets Control (OFAC) to be a specially designated national.

5.12. What happens if we change these terms:

We reserve the right to modify these Terms or any part of the Platform at any time. We will communicate material changes to these Terms by making the revised Terms available for your review on the Platform. If you access the Platform through a mobile device, we may also communicate changes through updated versions of the Platform software. The date that these Terms were last modified can be found at the end of these Terms. The modified Terms will become effective and govern your use of the Platform upon the date and time they are posted to the Platform.

If any change materially limits the availability of the Platform, then in addition to posting the revised Terms on the Platform, we will communicate this limitation by sending an e-mail to the address associated with your HBO Max Account. Therefore, it is important that you keep your HBO Max Account information up to date.

By continuing to use the Platform after any revised Terms come into effect and, in the case of any Subscription, your decision not to cancel your Subscription before it renews or within any relevant notice period, means you agree to be bound to the changes.

5.13. Additional terms and conditions:

You may have to accept additional terms and conditions in order to use certain features offered through the Platform. If there is a conflict or inconsistency between those additional terms and these Terms, those additional terms will prevail solely with respect to your use of the particular feature to which they apply.

5.14. Miscellaneous:

This Agreement constitutes the entire agreement between you and WM with respect to this subject matter and supersedes all prior or contemporaneous written or oral agreements between you with respect to this subject matter. These Terms may not be amended, nor any obligation waived, without our written authorisation.

Last updated: 2021/19/10