

# Discovery+ streaming service terms of use

Last updated: 4 January 2021

Welcome to the discovery+ service (the “Service”). The Service includes the discovery+ website (the “Website”) and the discovery+ subscription service and linear content service, which can be accessed via the Website and the discover+ app (“discovery+”), including all features and functions, recommendations, reviews and user interfaces.

The service is offered and provided by Dplay Entertainment Limited, which is registered in England with the company number 09615785. The company’s registered office address is Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom (“DEL”, “we”, “us” or “our”).

By logging in to the Service, installing it or using it, you confirm that you are at least 18 years of age.

Read these terms of use (the “Terms of Use”) before you log in to the Service, install it or use it. The Terms of Use constitute the right to use the Service and the agreement concerning the use of the Service. You accept the Terms of Use by logging in to the Service, installing it or using it. Do not use the Service if you do not accept the Terms of Use.

## 1. Licence for the service

**1.1** By logging in to the Service, using it or installing it, you shall receive access, as specified in the Terms of Use, to content that may include videos, music, games, graphics, text, images and photos (the “discovery+ Content”).

**1.2** Some of the discovery+ Content may be offered free of charge, but other discovery+ Content may only be available if:

- (a) you register for a discovery+ account (the “discovery+ Account”); or
- (b) you purchase a discovery+ subscription (the “discovery+ Usage Right”).

**1.3** See the Website for further information about the discover+ Usage Rights available.

**1.4** If you purchase a discovery+ Usage Right from us, you can review your discovery+ Usage Right details in the My Account section of the Service (<https://www.auth.discoveryplus.fi/my-account>). This section contains information about your recurring subscription fee, the subscription renewal date and how to stop the automatic renewal of your discovery+ Usage Right. If you have a free trial period (see section 2 (Free trial period) below), the section also contains information about the end date of the free trial period.

**1.5** Certain types of Usage Right for discovery+ Content may require you to register a discovery+ Account by providing your details or use an existing account that you registered using a third-party platform or a different partner.

**1.6** You must be at least 18 years of age to be able to register a discovery+ Account and purchase a discovery+ Usage Right.

**1.7** When you register a discovery+ Account or purchase a discovery+ Usage Right, you are liable for all use of the discovery+ Service via your discovery+ Account.

**1.8** You are also responsible for keeping the username and password of your discovery+ Account confidential and for all action taken using the username and password. We recommend that you do not disclose your payment details, username or password to any other person. You undertake to notify us immediately if you notice or suspect that your password or username has been used without authorisation.

## 2. Free trial period

**2.1** Your discovery+ Usage Right may begin with a free trial period. Unless we specify otherwise, the trial periods on offer at any given time are only available to new subscribers (one free trial per subscriber). The precise duration of the free trial is specified at the time of registration.

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**2.2** We will charge you at the end of the free trial period unless you cancel your discovery+ Usage Right at least 24 hours before the end of the free trial. Please note that you may not receive notification of the end of the trial period and the start of the paid subscription. If you subscribe via a third party, such as an App Store service or any of our other partners, see section 9 (Third-party systems and services) below.

## 3. Promotional offers

**3.1** DEL and its Group companies and/or our other partners may issue special offer codes or other offers, which provide:

- (a) a free usage right to discovery+ Content that normally requires a paid discovery+ Usage Right, or
- (b) a discount on a discovery+ Usage Right. ("Promotional Offers").

**3.2** There may be various Promotional Offers, and they may be offered either separately or together with other products or services sold by DEL or its Group companies or our other partners. You may only use and redeem Promotional Offers in accordance with the special terms and conditions that apply to them.

**3.3** Please review the terms and conditions of each Promotional Offer for more detailed information. Unless we specify otherwise, the Promotional Offers available at any given time are only for new subscribers (one Promotional Offer per subscriber). If a Promotional Offer is combined with a free trial, restrictions may apply. If a Promotional Offer is offered by a DEL Group company or one of our partners, the party concerned may also apply other terms and conditions to the Promotional Offer.

**3.4** DEL will have the sole discretion to decide whether to grant Promotional Offers, and we reserve the right to restrict the availability of any Promotional Offer and/or withdraw a Promotional Offer and freeze your account if we decide that you are not eligible for the offer.

## 4. Invoicing

**4.1** If a fee is charged for your discovery+ Usage Right, it will be charged using the method of payment you provided for your original subscription.

**4.2** If your discovery+ Usage Right is renewed automatically or your free trial ends without you cancelling your subscription, the subscription fees will be charged automatically on the first day of each new subscription period for your discovery+ Usage Right. In general, the first fee is charged on the subscription date or, if you have a free trial period, on the day after the free trial period ends.

**4.3** If you are eligible for a Promotional Offer that includes a discount, the discount will be deducted from your invoice and fees for the promotional period.

**4.4** If you wish to review your invoicing details or alter your method of payment, go to the My Account section of the discovery+ app or website (unless you pay via a third party or a different service, such as one of our partners. In this case, see section 9 (Third-party systems and services) below).

**4.5** If you cannot be charged because your method of payment has expired, you have insufficient funds or for any other reason, and you do not alter your method of payment or cancel your discovery+ Usage Right, we may freeze your discovery+ Usage Right and/or discovery+ Account until we receive (or the relevant third party receives) a valid method of payment. By updating your method of payment in the My Account section (<https://www.auth.discoveryplus.fi/my-account>), you are authorising us to charge your discovery+ Usage Right fee to the updated method of payment, and you are liable for all fees charged. This may result in changes to your payment date or subscription period.

**4.6** We reserve the right to alter your payment date if your method of payment could not be used or if a certain month does not include your subscription date. For example, we would charge your fee on 28 February if we usually charge you on the 30th day of each month.

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**4.7** We use other companies (including DEL Group companies), representatives or subcontractors to process credit card transactions and other methods of payment.

**4.8** For some methods of payment, the issuer may charge certain fees, such as international transaction charges or other fees associated with processing the method of payment. Local taxes and levies may vary depending on the method of payment. Contact your payment service provider for further information.

**4.9** If you order a discovery+ Usage Right that begins with a free trial or if you use a Promotional Offer that requires you to provide payment details, your bank may make a cover reservation when the free trial or Promotional Offer begins, but we will not charge a fee during the free trial period or Promotional Offer period. However, please be aware that this may affect your available balance or credit limit.

## 5. Automatic renewal

**5.1** Certain discovery+ Usage Rights are renewed automatically unless the subscription is cancelled before the next renewal date. If you purchase a discovery+ Usage Right from us, we will notify you during the registration phase if your discovery+ Usage Right will be renewed automatically.

**5.2** If you have an automatically renewed discovery+ Usage Right and you do not cancel your subscription at least 24 hours before a subscription period (or the free trial period) ends, the discovery+ Usage Right will be renewed automatically. If your discovery+ Usage Right is renewed automatically, you will be charged the fee for the entire subscription period that follows.

## 6. Price changes

**6.1** We may revise the prices of discovery+ Usage Rights from time to time. You will be given at least 30 days' notice before price changes take effect. We will notify you of the date when the price change takes effect.

**6.2** If we notify you of a price change and you do not wish to continue purchasing your discovery+ Usage Right at the new subscription price, you can cancel your discovery+ Usage Right either: (i) before the start of the next subscription period in accordance with the instructions in section 7 (Cancellation) below; or (ii) by notifying us at any time before the price change takes effect. Our contact details are in the FAQ section (<https://www.discoveryplus.fi/info>).

## 7. Cancellation

**7.1** You can cancel your discovery+ Usage Right at least 24 hours before the end of the present subscription period (or free trial period), and the cancellation will take effect at the end of the present subscription period (or free trial period). This means that if the subscription period (or free trial period) is not yet finished, you can continue using the discovery+ Usage Right until the end of the present subscription period (or free trial period).

**7.2** By purchasing a discovery+ Usage Right from us, you accept that: (a) we will grant you a discovery+ Usage Right immediately; and (b) by accepting these Terms of Use when you log in to the discovery+ service and install or use the discovery+ service, you accept that you do not have the cancellation right conferred by the provisions of the Consumer Protection Act concerning distance selling, nor are you entitled to refunds of any payments you have already made.

**7.3** You can manage the settings related to your discovery+ Usage Right in the My Account section of the discovery+ Service (<https://www.auth.discoveryplus.fi/my-account>).

**7.4** If you have registered your discovery+ Usage Right via a third party (such as one of our partners) and you wish to cancel your subscription, you must cancel it via the third party concerned. For example, you may be required to log in to your third party user account and deactivate the automatic renewal of the discovery+ Service.

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## 8. Refunds and service credits

Without prejudice to your statutory rights, the fees you pay will not be refunded, nor will any refunds or service credits be granted for invoicing periods/subscription periods that are only used in part. We may grant a refund, discount or other compensation to any or all of our subscribers at any time and for any reason. The granting of compensation in this way will not obligate us to offer compensation again, even under the same circumstances.

## 9. Third-party systems and services

**9.1** If you use the discovery+ Service or purchase a discovery+ Usage Right via a third party (such as an app store) or via a different product or service sold by a third party (such as third-party service packages), the fee will be paid directly to the third party, product or service. In such cases, the terms and conditions of the third party or product or service will also apply (including all applicable terms of use). The third-party terms of use or the terms of use of the product or service will include important details on the applicable terms of sale, fees, taxes, methods of payment, your cancellation right and when this right can be exercised, and the technical phases in the payment transaction. You must adhere to the foregoing terms and conditions as well as these Terms of Use. If these Terms of Use conflict with the other terms and conditions, the third-party terms and conditions will take precedence over these Terms of Use.

**9.2** If you pay for your discovery+ Usage Right via a third party or a product or service sold by a third party and you want to change your method of payment, you must do so via the third party or the product or service.

## 10. Supported devices and updates

**10.1** The availability of the Service, the discovery+ Usage Right and the discovery+ Content depend on the quality of your internet connection and the features of your device. Some functions may not be available on every device. For a list of the supported devices and operating system requirements, see the FAQ section (<https://www.discoveryplus.fi/info>).

**10.2** In order to enjoy the best possible user experience, we recommend that you approve all updates to the Service as soon as they are released. This may also require you to update the operating system on your device.

**10.3** The use of updates, alterations and the latest version of the Service is subject to these Terms of Use and any other additional terms and conditions that you accept when you install such an update, alteration or replacement version.

## 11. Data transfer

You are liable for all data transfer charges, mobile data charges and other fees incurred when you use the Service and your discovery+ Usage Right. Please note that audiovisual content, such as videos and games, streaming and downloading, may consume a lot of data.

## 12. Changes to the service

**12.1** We may make regular changes to any aspect of the Service, your discovery+ Usage Right, your discovery+ Account and the discovery+ Content. In particular, the availability of discovery+ Content may change from time to time (for several reasons, such as when third-party rightsholders withdraw or restrict our right to use their content in the Service). Therefore, we are entitled to add and remove discovery+ Content at any time, with or without notice. You understand and accept that the discovery+ Content is variable and changes from time to time without notice. On occasion, we must also remove certain functions or features and/or block certain devices or platforms from accessing the Service. From time to time, we may also update or improve the Service.

**12.2** If changes to the Service are likely to have a manifestly negative effect on the discovery+ Service, we will strive to ensure that any changes do not impact you negatively during your current subscription period so that you have the option of cancelling your discovery+ Usage Right before your next subscription period begins by taking the steps specified in section 7 (Cancellation) above. If we need to make a significantly negative change to the Service during the subscription period for your discovery+ Usage Right, we will notify you of the change and your right of cancellation 30 days before the

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change takes effect. If you do not cancel your discovery+ Usage Right once we have notified you of the changes before the changes take effect and you continue to use the Service, we will assume that you have accepted the changes.

## 13. Ownership

**13.1** The Service and all discovery+ Content is protected by copyrights, trademarks and /or other intellectual property rights that we hold or have licensed.

**13.2** You do not have any intellectual property rights to the Service, the discovery+ Usage Rights or the discovery+ Content, except for the right of use described in these Terms of Use.

**13.3** You must not remove, alter or otherwise modify the copyright notices or other markings denoting ownership of the discovery+ Content or the Service. The copying, viewing, transfer, public presentation or communication or public use of the Service, the discovery+ Content or the discovery+ Usage Rights in any manner that is not expressly authorised under local legislation or these Terms of Use is an infringement of the applicable intellectual property rights and a violation of these Terms of Use. If such a violation occurs, we or one of our subsidiaries may block your access to the Service and terminate your discovery+ Account without notice and without the intervention of a court of law or arbitrator, and we may enforce our rights and pursue the means of legal remedy at our disposal.

## 14. Service use

**14.1** You affirm that:

- (a) all the information and details you have provided to us, including the registration of your discovery+ Account, are entirely genuine, free of errors and up to date at all times;
- (b) you will always adhere to these Terms of Use; and
- (c) you will not use the Service for illegal purposes or in any way that violates any other party's rights.

**14.2** You may only view discovery+ Content using your discovery+ Usage Right on a certain number of devices at the same time. These restrictions can be found in the FAQ (<https://www.discoveryplus.fi/info>).

**14.3** You must use the Service in accordance with all applicable laws, rules and regulations and the restrictions applying to the Service, the discovery+ Usage Rights and the discovery+ Content.

**14.4** You must not convey any defamatory, offensive or otherwise questionable material related to the Service, the discovery+ Usage Rights or the Content.

**14.5** The Service, the discovery+ Usage Rights and the discovery+ Content are licensed (not sold) to you solely for personal and other non-commercial use. When you use the Service, we grant you a limited, non-exclusive, non-transferable licence to view the discovery+ Content and to stream, download, temporarily save and watch the discovery+ Content. Except for the limited licence granted to you under these Terms of Use, you will not receive any rights, title or interest in the Service, the discovery+ Usage Rights or the discovery+ Content. You must not play, present or show the Service, the discovery+ Usage Rights or the Content in a public place.

**14.6** Usage outside your country of residence:

- (a) If you live outside the European Union ("EU"), you can use your discovery+ Usage Right to view your ordinary discovery+ Content when you visit another EU country for no additional charge. This means that you can enjoy the same service abroad as you do in Finland: you can view the same discovery+ Content in the same language as when you use your discovery+ Usage Right at home. This access is available if you are only staying temporarily in another EU country and we are able to check that your country of residence is in the EU.
- (b) See the FAQ (<https://www.discoveryplus.fi/info>) for more information about accessing the Service outside your home country.

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**14.7** Content restrictions may also depend on your selected subscription and any restrictions imposed by our commercial partners.

**14.8** You must not do any of the following, nor may you permit third parties to do any of the following: (a) obtain access to watch and/or buy a discovery+ Usage Right or discovery+ Content via a virtual proxy server; (b) use your username or password in such a way that a third party can use your discovery+ Usage Right or discovery+ Content; (c) show, present, publish, license, offer for sale, make and/or distribute copies of the Service, the discovery+ Usage Rights or the discovery+ Content; (d) attempt to copy, reproduce, alter, modify, design, reverse engineer, open, transfer, replace or translate the Service, the discovery+ Usage Right or discovery+ Content in any way other than in accordance with applicable legislation; (e) create any kind of work derived from the Service, the discovery+ Usage Rights or the discovery+ Content; (f) use or launch automated systems, including but not limited to “robots”, “spider programs”, “offline readers” or other equivalent systems that access the Website in a way that sends more requests or messages to the Service than a person could reasonably generate in a specified period using an ordinary web browser; or (g) bypass, remove, alter, deactivate, crack or break the protection of the Service or the discovery+ Content.

**14.9** You undertake to refrain from registering several times in order to receive free trials or similar Promotional Offers. Such actions are a violation of these Terms of Use and may lead to the termination of your discovery+ Account and/or your discovery+ Usage Right.

**14.10** The Services may include links to third-party websites, products or services (“Third-Party Services”). You accept that: (a) we are not liable for any loss or damage you incur due to a Third-Party Service or as a consequence of any Third-Party Services; (b) you are liable for any costs you incur due to the Third-Party Services; and (c) your interaction with the third party concerned may be subject to different terms, conditions and data protection practices.

## 15. Privacy

We process all of the personal data that you provide to us and that we collect based on your use of the Service and your discovery+ Usage Right as described in our data protection practices (<https://www.discoveryplus.fi/tietosuojakaytanto>). Please make sure you also read our policy on cookies (<https://www.discoveryplus.fi/evasteet>).

## 16. End of the Usage Right to the Service

**16.1** We may revoke your right to use part or all of the Service or your discovery+ Usage Right with immediate effect if we reasonably deem that you have violated these Terms of Use or if you use the Service, the discovery+ Content or your discovery+ Usage Right unlawfully or in breach of the purpose of use. If it is possible for you to remedy your actions, we may give you the opportunity to do so within reason.

**16.2** If we decide to discontinue any part of the Service, we will notify you at least 30 days in advance (unless we are obliged to discontinue the Service (or part thereof) immediately for legal reasons, including to comply with a court order). Under no circumstances will we be liable in any way for the interruption of the Service, the removal or blocking of access to the Service, or the cancellation of the Service or the discovery+ Content.

**16.3** If we revoke your right to use the Service or the discovery+ Usage Right, you must cease all activities to which you are entitled under these Terms of Use, including the use of the Service or the discovery+ Usage Right.

## 17. Our liability to you

**17.1** We are liable for death or personal injury resulting from our negligence or the negligence of our employees or representatives. We do not seek to be released from liability for the consequences we have caused or for the misleading actions of our employees or representatives.

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**17.2** If we violate these Terms of Use, we will only be liable for losses that are reasonably foreseeable based on the violation concerned. Losses are considered foreseeable if you and we can be considered to have understood such losses when you accepted these Terms of Use.

**17.3** We are not liable for:

- (a) any use of the Service or the discovery+ Content without our authorisation;
- (b) malfunctions or interruptions in the Service or the discovery+ Content in unforeseeable circumstances that prevent us from fulfilling our obligations to you;
- (c) errors, viruses or incidents in the Service or the discovery+ Content or errors, viruses or incidents caused by the use of the Service or the discovery+ Content;
- (d) the incompatibility of the Service or the discovery+ Content with other software or hardware (including your device);
- (e) the actions or faults of third-party suppliers, hardware manufacturers or the operating system on the device if these are not reasonably within our control.

**17.4** You have certain statutory rights based on the laws applying in your area. None of these Terms of Use is intended to affect your statutory rights. For more information about your statutory rights, please contact your local consumer association.

**17.5** Except for the liabilities arising in the circumstances defined in section 17.1 (which is unlimited), our total liability to you for loss or damage incurred due to the use of the Service, the discovery+ Content or your discovery+ Usage Right will not exceed the sum you paid for your discovery+ Usage Rights under any circumstances, within the limits of the law.

**17.6** We do not guarantee that the Service or the discovery+ Content is free of faults or errors or that they can be used uninterrupted (for example, outages may be caused by outages for maintenance or updates, power cuts, server downtime or other reasons beyond our control). However, we endeavour to resolve all technical problems whenever we are notified of them.

**17.7** Please note that we will not be liable for operational interruptions or the non-operability of the Service or the discovery+ Content or the loss of content or data due to your peripherals, hardware, operating system or internet connection, the unsuccessful download of the latest release of the Service or the failure to meet the compatibility requirements or the replacement of your peripherals, hardware, operating system or internet connection.

## 18. Amendment of the Terms of Use

**18.1** We may amend these Terms of Use from time to time.

**18.2** We will endeavour to notify you at least 30 days before any significant amendments are made to these Terms of Use unless the amendments must be applied more quickly for security, legal or legislative reasons, in which case we will notify you of the amendments as soon as we can.

**18.3** If the amendments to these Terms of Use are manifestly detrimental to you or significantly affect the availability of the discovery+ Service, we will notify you 30 days before the amendments take effect, and you can cancel your discovery+ Usage Right before the amendments take effect (see section 7 (Cancellation) above).

**18.4** If you continue to use the Service after the Terms of Use have been amended, we will assume that you have accepted the amended Terms of Use. The latest version of the Terms of Use is always available in the Service.

## 19. Assignment of rights

The agreement between you and us is personal, and no third parties are entitled to make use of it. You accept that we may assign your rights and obligations based on these Terms of Use to any company or person on the condition that the

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assignment does not have a detrimental effect on your discovery+ Usage Right. You cannot assign your rights or obligations in accordance with these Terms of Use to anyone else.

## 20. Severability

If any provision of these Terms of Use is considered unlawful, incorrect or unenforceable, the provision shall be considered null and void, and it shall not affect the validity or enforceability of the other provisions of these Terms of Use.

## 21. Waiver of rights

Insofar as we cannot or choose not to exercise our right to a claim against you, we do not waive this right unless you are otherwise informed in writing.

## 22. Applicable legislation

These Terms of Use are applied and interpreted in accordance with Finnish law. You can file an appeal in the courts in your country of residence. The Finnish courts have exclusive jurisdiction to handle disputes and appeals related to these Terms of Use.

## 23. Complaints

If you wish to make a complaint, please let us know first by contacting us as described below.

Please note that you are always entitled under the Consumer Protection Act to bring a dispute to the Consumer Disputes Board. The postal address of the Consumer Disputes Board is Hämeentie 3, PO Box 306, 00531 Helsinki, Finland, and the web address is [www.kuluttajariita.fi](http://www.kuluttajariita.fi)

Please also note that if you live in a European Union member state or Norway, Iceland or Liechtenstein, disputes may be submitted online for resolution by the European Commission's Online Dispute Resolution ("ODR") at <https://ec.europa.eu/consumers/odr>. We do not currently use Alternative Dispute Resolution ("ADR") to handle consumer complaints.

## 24. Communications

We will send you information related to your account and subscription (such as payment authorisations, invoices, changes to your password or method of payment, confirmation messages, updates to contents and functions, and other messages related to the Service and payment transactions) using the internal messaging in the Service or by email, using the email address you provided when you logged in (if you logged in via a third party, such as one of our partners, or your account details on the platform, we may receive your email address from the third party or platform in order to keep you updated with the help of messages related to the Service).

## 25. Contact

You can contact us using the details on the FAQ page (<https://www.discoveryplus.fi/info>).