

IMPORTANT: THIS DOCUMENT CONTAINS END USER AGREEMENTS FOR SEVERAL PRODUCTS INCORPORATING ROKU, INC.'S STREAMING TECHNOLOGY. PLEASE SCROLL DOWN AND REVIEW CAREFULLY THE TERMS OF THE END USER AGREEMENT LISTED BELOW THAT ARE APPLICABLE TO THE SPECIFIC PRODUCT YOU PURCHASED OR ARE ADDING TO YOUR ROKU ACCOUNT. YOUR USE OF SUCH PRODUCT IS GOVERNED BY THE END USER AGREEMENT IN EFFECT FOR SUCH PRODUCT AT THE TIME OF PRODUCT ACTIVATION, AND YOUR AGREEMENT AND ACKNOWLEDGEMENT OF SUCH END USER AGREEMENT IS A PREREQUISITE TO ANY USE OF SUCH PRODUCT.

PLEASE BE AWARE THAT THE END USER AGREEMENT ACCOMPANYING YOUR PRODUCT AT THE TIME OF PURCHASE (IF ANY) MAY DIFFER FROM THE VERSION OF THE AGREEMENT SET FORTH BELOW. IN SUCH CASES, THE VERSION PROVIDED BELOW SHALL APPLY IN ITS ENTIRETY AND SHALL PREVAIL IN CASE OF ANY CONFLICT, SO IT IS ESSENTIAL THAT YOU READ THE TERMS SET FORTH BELOW APPLICABLE TO YOUR PRODUCT CAREFULLY BEFORE YOU CREATE A ROKU ACCOUNT, ADD YOUR NEW PRODUCT TO YOUR EXISTING ROKU ACCOUNT OR USE YOUR NEW PRODUCT.

END USER AGREEMENT (FOR ROKU PLAYERS)

IMPORTANT: READ THIS AGREEMENT CAREFULLY IF YOU HAVE ANY ROKU PLAYER (INCLUDING WITHOUT LIMITATION, ROKU 1, ROKU 2, ROKU 3, ROKU STREAMING STICK, ROKU LT, ROKU HD, ROKU XD, ROKU2 HD, ROKU2 XD AND ROKU2 XS). ALSO REVIEW THE PRODUCT INFORMATION THAT MAY HAVE BEEN PROVIDED WITH YOUR ROKU PLAYER.

Purpose and Scope of Agreement

This Roku Player End User Agreement ("**Agreement**") is the legal agreement between you ("**You**"), and Roku, Inc. ("**Roku**") governing Your use of: (i) any Roku streaming player that plays digital content distributed over the Internet ("**Player**"), (ii) any firmware and software that Roku has pre-installed on the Player, and the firmware and software updates Roku makes available for the Player (such firmware, software and updates, collectively, the "**Software**"); and (iii) the Roku Channel Store that is accessible via the Player's on-screen menu ("**Channel Store**"). By establishing an account on Roku's website (a "**Roku Account**") or using a Player, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to these terms and conditions, You are not granted any right to use the Player or Software or the right to access the Channel Store. If You do not agree to these terms and conditions and You are within the allowable time period for returns under the applicable return policy, You may return the Player to the place where You obtained it for a refund, subject to the terms of such return policy. You agree to perform a factory reset on the Player before you return it. For instructions on how to reset your Player, please visit www.roku.com/support.

For purposes of this Agreement, "**Channel**" means any application that may be available from time to time in the Channel Store, including without limitation, applications to access, display or play video, audio, photos, games, text or graphics; "**Content**" means video, audio, photos, games, text, graphics and other audio or visual materials; and "**Content Provider**" means any third party who provides video, audio, photos, games, text, graphics or other audio or visual materials that are accessible via the Channel Store and the Player.

Changes to This Agreement

Roku reserves the right to amend this Agreement at any time, in whole or in part, in its sole discretion. Such amendments shall be effective immediately upon posting of the amended Agreement on Roku's website or via the Player. In its sole option, Roku may also notify You of the amended Agreement by sending a notice to the last email address You have provided to Roku. You agree to provide accurate and complete information when You establish Your Roku Account, and You agree to promptly update Your account information (including contact information) to keep it accurate and complete. Following the posting of the amended Agreement by any of the methods described above, continued use of Your Player, or continued access to Your Roku Account, constitutes Your express agreement to be bound by the terms and conditions of the amended Agreement. You understand that, if You do not agree to the terms and conditions of the amended Agreement, Roku may terminate Your right to use the Player, limit Your access to Your Roku Account and the Channel Store, and/or cease the provision of updates, upgrades or enhancements to Your Player.

Permitted Use and Restrictions

The Player, the Software and the Channel Store are for personal, non-commercial use only. Copying or redistribution of any Software or Content delivered via the Software in the Player is strictly prohibited. You may not use the Player to access or attempt to access any Content outside of the country or location authorized by Roku or the third party who provided such Content. Except as expressly provided under this Agreement, You do not acquire any intellectual property or other proprietary rights in or to the Player, the Software, the Channel Store or the Content, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, or copyrights, nor do You acquire any rights in any confidential information or trade-secrets. All rights not expressly granted to You in this Agreement are reserved by Roku or its applicable licensors. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on any Player, Software or Content.

The Software is proprietary to Roku or its third party licensors and may be used only with the Player. Subject to the terms of this Agreement and, where appropriate, the applicable third party licenses, You have a non-exclusive, non-transferable license to run the Software and any updated versions provided to You by Roku, only in and as incorporated in the Player. This is a license and not a sale. You may not (i) copy, assign, sublicense, lease, sell or rent the Software, (ii) distribute or otherwise transfer the Software to any third party except as incorporated in the Player, provided that, You do not retain any copies of the Software and the recipient of the Software reads and agrees to the terms and conditions of this Agreement (including all amendments); (iii) modify, adapt, alter, translate, or create derivative works of the Software (except only to the extent any of the foregoing restriction is prohibited by applicable law or as may be permitted by the license terms governing any Separately Licensed Code included with the Software); (iv) decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Software; (v) defeat, bypass, circumvent or interfere with any security mechanism or access control measures, or (vi) have any of the foregoing done for You by a third party. This license does not grant any rights to obtaining future upgrades, updates or supplements to any Software. Your right to use the Software, the Player, the Channel Store or Your Roku Account will immediately terminate upon Your breach of any applicable provision of this Agreement.

Software Updates

ROKU RESERVES THE RIGHT TO UPDATE THE SOFTWARE AND, FROM TIME TO TIME IN ITS SOLE DISCRETION, MAY PROVIDE UPDATES TO YOUR PLAYER VIA THE INTERNET, INCLUDING BUG FIXES AND UPDATES THAT MAY ADD, CHANGE OR REMOVE FUNCTIONALITIES AND FEATURES (INCLUDING BUT NOT LIMITED TO, CHANGES IN THE USER INTERFACE OR THE MANNER IN WHICH YOU ARE ABLE TO ACCESS CONTENT VIA THE PLAYER).

Separately Licensed Code

Certain software components of the Software are provided under separate third party license terms (“**Separately Licensed Code**”) and Your right to use such license is governed by such license terms. Please visit <https://www.roku.com/separatelylicensedcode> for more information.

Access to Content: Roku Accounts

Additional Definitions Applicable to this Section:

“**Fee-Based Programming**” means the specific Content available to end users of the Player who agree to pay the applicable fee to access the Content.

“**One-Time Fee**” means a single one-time charge payable for access to selected Fee-Based Programming.

“**Private Channel**” means a Channel which may be accessed by entering a developer-provided linking code on the Roku website.

“**Public Channel**” means a Channel that is generally available to all Roku users and is visible in the Channel Store.

“**Subscription Fee**” means a monthly or annual fee charged for access to selected Fee-Based Programming.

Establishing an Account

The Player is enabled to permit Your access to Content provided by various Content Providers. In order to access Content, You are required to establish a Roku Account on our website and provide Your credit card number or PayPal account information against which Your Fee-Based Programming fees will be charged. At Your option, a PIN code may be required to access certain Fee-Based Programming. If You prefer to use a PIN, You will choose Your PIN when establishing Your Roku Account preferences. Through Your Roku Account, You will be provided the opportunity to review monthly summaries of Your charges. In addition, for some of the Content, You may be required to maintain a valid and active account in good standing with one or more Content Providers. You must adhere to the terms of this Agreement and to the terms of service of any Content Provider whose Content You choose to access. See www.roku.com/channels#!now-playing for a list of Content Providers for the Player. Roku may add or remove Content Providers, Channels and/or Content from time to time, in its sole discretion. Roku reserves the right to remove, from Your Player, Your access to any Content and/or Channel if Roku has reason to believe that the Player is stolen, hacked or compromised, or that the Content or Channel is not properly authorized or licensed, violates any law, or has been offered by a Content Provider in violation of any agreement between the Content Provider and Roku. You are responsible for

ensuring that any age-restricted Content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Content Provider.

Fees and Charges

Where Roku manages the handling and processing of Your payments for Fee-Based Programming, the following terms apply:

One-Time Fee Programming. For Public Channels, Your account will be charged in full when You confirm Your purchase of access to the Channel. For Private Channels, You will be charged after the Channel appears as an option in Your Channel line-up and after You have confirmed Your purchase of access to the Channel. For the Content and services purchased from within any Public Channel or Private Channel, Your account will be charged in full when You confirm the purchase.

Subscription Fee Programming. The timing of Your initial selection of subscription Fee-Based Programming will provide the basis for Your billing dates for all future monthly and yearly Subscription Fees. All Subscription Fees will be charged for the full term of the applicable subscription period, i.e., for the month or year, as applicable, at the time You order the subscription, except where pro-rated monthly billing applies. Where the first month is pro-rated, the second and all subsequent charges applied to Your account will be for the full monthly or yearly Subscription Fee, as applicable.

Sales Tax. Your purchases may be subject to sales tax, which may not be included in the prices shown on the purchase screen. If an item You purchased is subject to sales tax, such amount will be reflected on the invoice for that purchase. The amount of tax charged on Your purchase will depend upon many factors, including the item purchased and the applicable tax rate in effect at the time of Your purchase. Factors can change between the time You place an order and the time of credit card charge authorization, which could affect the calculation of sales taxes.

Subscription Renewals and Cancellations. All subscriptions will automatically renew until cancelled by You. Details for how to cancel a subscription are available by entering the key words “cancel subscription” in the “Ask a Question” box on www.roku.com/support. If a subscription is cancelled mid-way through a subscription period, the subscription will end at the end of the subscription period. You will continue to receive the Content until the end of the subscription period, and fees for the remainder of the subscription period will not be refunded.

Credit/Refund Policy. Credits and refunds will be issued only in accordance with the terms posted at www.roku.com/support. For details, go to www.roku.com/support and enter the key words “credit policy” in the “Ask a Question” box.

Privacy Policy and Consent to Use of Data

Roku’s privacy policy, available at www.roku.com/about/privacy (“**Privacy Policy**”), explains Roku’s policies regarding the collection, use, and disclosure of information provided by or collected from You via the Player, Roku’s websites and/or your devices. By agreeing to be bound by the terms and conditions of this Agreement, You are agreeing to the collection, use, and disclosure of Your information as described in the Privacy Policy. You should review the Privacy Policy before establishing Your Roku Account, before linking the Player to any existing Roku Account, and before using the Player. The policies and other content of the Roku web pages referred to in this Agreement may be changed by Roku from time to time in its sole discretion, without notice to You.

Voice Search

Certain remote control devices compatible with the Player allows You to use Your voice to search for content on Your Player using voice search. When You choose to use voice search, You agree that Roku and/or a third party vendor contracted by Roku have Your consent to record, process and store Your voice inputs (e.g., a recording and the interpretation of what was said), and use such voice inputs with other information about Your Player (e.g., device identifier) to provide services related to voice search to You, to improve the accuracy and quality of the service, and as described in our Privacy Policy. To learn more about voice search, visit the FAQ pages of Roku’s website at <https://www.roku.com/>.

Advertising and Promotional Messages

Roku and the Content Providers reserve the rights to deliver and display advertising and promotional messages to You via the Software incorporated in the Player, and to include such advertising and promotional messages in or with any user interface, notice, or Content that is displayed via the Software incorporated in the Player.

Warranty Disclaimer

EXCEPT FOR THE LIMITED PRODUCT WARRANTY ACCOMPANYING YOUR PRODUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLAYER, THE SEPARATELY LICENSED CODE, THE SOFTWARE, AND THE CHANNEL STORE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ROKU (FOR ITSELF AND ITS AFFILIATES) HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY OF THE FOREGOING, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OR REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ROKU AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT (I) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PLAYER, THE SOFTWARE, THE SEPARATELY LICENSED CODE, OR THE CHANNEL STORE, (II) THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, (III) THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, OR (IV) THAT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE LIMITED PRODUCT WARRANTY ACCOMPANYING YOUR PRODUCT, AND EXCEPT AS PROHIBITED UNDER APPLICABLE LAW, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROKU OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY, AND YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS OF WARRANTIES MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ROKU, ITS AFFILIATES, LICENSORS AND/OR SUPPLIERS BE LIABLE FOR (I) ANY PERSONAL INJURY OR PROPERTY DAMAGE; OR (II) ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF REVENUE, PROFITS, DATA OR USE, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) ARISING OUT OF, OR IN CONNECTION WITH, ANY PLAYER, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THE THIRD PARTY CONTENT, THE SEPARATELY LICENSED CODE, OR YOUR USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY LAW, AND OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW FOR PERSONAL INJURY CASES, YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF ROKU, ROKU'S AFFILIATES, LICENSORS AND/OR SUPPLIERS, INCLUDING LIABILITY RELATING TO ANY PLAYER, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THIRD PARTY CONTENT AND THE SEPARATELY LICENSED CODE SHALL NOT EXCEED YOUR PURCHASE PRICE OF THE PLAYER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF ROKU, ROKU'S AFFILIATES, LICENSORS AND/OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

Export Controls

You agree not to download any Content or Software, nor otherwise export or re-export any Player or the Software into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country as to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using any Player, the Channel Store or the Software, You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Dispute Resolution by Binding Arbitration, with Class Action Waiver and Choice of Law

1 Roku's consumer support department is available to address Your concerns regarding its products and services. You may contact them by any of the methods described on Roku's website located at www.roku.com/support. In the event that Roku cannot resolve a concern to Your satisfaction (or if Roku cannot resolve a concern it has with You after attempting to do so informally), then You and Roku agree to be bound by the procedures set forth below to resolve any and all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including but not limited to, claims relating to this Agreement, its formation, enforceability, performance or breach, and claims related to advertising, the Software, the Player, the Roku Account or the Channel Store, or your use of any of the foregoing. Each such claim is referred to individually as "Claim" and collectively as "Claims".

2 **YOU AND ROKU AGREE THAT, EXCEPT FOR THE CLAIMS IDENTIFIED IN PARAGRAPH 4 BELOW, ANY AND ALL CLAIMS SHALL BE FINALLY SETTLED BY BINDING ARBITRATION.** The arbitration shall take place in Santa Clara

County, California and shall be administered by the American Arbitration Association (“AAA”) pursuant to the AAA’s then-current rules, including (if applicable) the AAA’s Supplementary Procedures for Consumer-Related Disputes. Please be aware there is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than the rules applicable in court, and review of the arbitrator’s decision by a court is limited. **YOU AND ROKU FURTHER AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S CLAIM AND MAY NOT PRESIDE OVER ANY CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE OR DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS AND MAY NOT AWARD ANY FORM OF CONSOLIDATED, REPRESENTATIVE OR CLASS-WIDE RELIEF.** Notwithstanding any provision in these terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration is allowed to proceed on a class basis, then neither You nor Roku are entitled to arbitrate the Claims. This arbitration provision is subject to the Federal Arbitration Act. The arbitrator’s award shall be binding on You and Roku, and may be entered in any court of competent jurisdiction.

3 Information on AAA and how arbitration is initiated can be found at www.adr.org or by calling 800-778-7879. For Claims of \$75,000 or less, You will be responsible for the initial arbitration filing fee, up to the amount of the initial filing fee if You were to initiate a lawsuit against Roku based on such Claims in court. If the arbitrator finds such Claims to be non-frivolous, Roku will pay any difference in such filing fees plus the arbitrator fees. For Claims in excess of \$75,000, if You are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Roku will pay as much of Your actual filing fees and the arbitrator fees for the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

4 This agreement to arbitrate does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court.

5 If the agreement to arbitrate in this provision is found to be invalid, unenforceable or inapplicable to a given Claim, then any and all proceedings to resolve such Claim must be brought exclusively in a federal court of competent jurisdiction in the Northern District of California or in a state court in Santa Clara County, California. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

6 **30-Day Right to Opt Out:** You have the right to opt out of this agreement to arbitrate by sending a written notice of Your decision to opt out to the following address: Legal Department, Roku Inc., 12980 Saratoga Avenue, Suite D., Saratoga, California 95070; provided that, such notice must be postmarked on or before the 30th day after the first to occur of the following events: (i) the purchase of Your Player, (ii) Your receipt of the Player, (iii) the establishment of a new Roku Account if You do not already have a Roku Account prior to using Your Player, (iv) linking Your Player to any Roku Account, (v) using or accessing the Channel Store, or (vi) using, accessing or downloading the Software. Your notice should include Your full name, Your current postal address, telephone number and email address, the product name and serial number for Your Player, and a copy of the original proof of purchase for Your Player. If You timely send a notice in compliance with this paragraph 6, the agreement to arbitrate will not apply to either You or Roku. If You do not timely send this notice, then You agree to be bound by this agreement to arbitrate.

7 Notwithstanding any provision in this Agreement to the contrary, You agree that, if Roku seeks to delete or materially modify the agreement to arbitrate described herein, any such deletion or modification will not apply to any individual Claim of which You have notified Roku prior to such modification.

Choice of Law

This Agreement shall be governed by the laws of the State of California, as if entered into by residents of California, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

Miscellaneous

This Agreement (and where applicable, the Terms of Use for the Mobile App and the Terms of Use of Roku’s website) are the final, complete and exclusive agreements between You and Roku relating to the Player, the Channel Store, the Roku account and the Software, and supersedes all prior or contemporaneous proposals, advertisements, representations, understandings, or agreements relating thereto, whether oral or written. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Contact Information

If You wish to contact Roku, please send Your correspondence by mail to Roku, Inc., 12980 Saratoga Avenue, Suite D, Saratoga, CA 95070, or by email to customerservice@roku.com.

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END USER AGREEMENT (FOR HISENSE ROKU TV)

IMPORTANT: READ THIS AGREEMENT CAREFULLY IF YOU HAVE ANY HISENSE ROKU TV. ALSO REVIEW THE IMPORTANT SAFETY INFORMATION AND WARRANTY CARD BEFORE POWERING UP YOUR HISENSE ROKU TV FOR THE FIRST TIME.

Purpose and Scope of Agreement

This Hisense Roku TV End User Agreement (“**Agreement**”) is the legal agreement between you (“**You**”), on the one hand, and Roku, Inc. (“**Roku**”) and Hisense USA Corporation (“**Hisense**”) on the other hand (Roku and Hisense collectively referred to as “**We**”, “**Us**” or “**Our**”), governing Your use of: (i) the firmware and software that We have pre-installed on the television that You have purchased which uses the Roku platform to play digital content distributed over the Internet (“**Television**”), and the firmware and software updates Roku makes available for the Television (such firmware, software and updates, collectively, the “**Software**”); and (ii) the Roku Channel Store that is accessible via the Television’s on-screen menu (“**Channel Store**”). By establishing an account on our website (a “**Roku Account**”), or using the Television, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to these terms and conditions, You are not granted any right to use the Software or the right to access the Channel Store. If You do not agree to these terms and conditions and You are within the allowable time period for returns under the applicable return policy, You may return the Television to the place where You obtained it for a refund, subject to the terms of such return policy. You agree to perform a factory reset on the Television before you return it. For instructions on how to reset your Television, please visit www.roku.com/support.

For purposes of this Agreement, “**Channel**” means any application that may be available from time to time in the Channel Store, including without limitation, applications to access, display or play video, audio, photos, games, text or graphics; “**Content**” means video, audio, photos, games, text, graphics and other audio or visual materials; and “**Content Provider**” means any third party who provides video, audio, photo, games, text, graphics or other audio or visual materials that are accessible via the Channel Store and the Television.

Changes to This Agreement

Roku reserves the right to amend this Agreement at any time, in whole or in part, in its sole discretion. Such amendments shall be effective immediately upon posting of the amended Agreement on Roku’s website or via the Television. In its sole option, Roku may also notify You of the amended Agreement by sending a notice to the last email address You have provided to Roku. You agree to provide accurate and complete information when You establish Your Roku Account, and You agree to promptly update Your account information (including contact information) to keep it accurate and complete. Following the posting of the amended Agreement by any of the methods described above, continued use of Your Television, or continued access to Your Roku Account, constitutes Your express agreement to be bound by the terms and conditions of the amended Agreement. You understand that, if You do not agree to the terms and conditions of the amended Agreement, Roku may terminate Your right to use the Software, limit Your access to Your Roku Account and the Channel Store, and/or cease the provision of updates, upgrades or enhancements to Your Television.

Permitted Use and Restrictions

The Software and the Channel Store are for personal, non-commercial use only. Copying or redistribution of the Software or of any Content delivered via the Software in the Television is strictly prohibited. You may not use the Television to access or attempt to access any Content outside of the country or location authorized by Roku or the third party who provided such Content. Except as expressly provided under this Agreement, You do not acquire any intellectual property or other proprietary rights in or to the Software, the Channel Store or the Content, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, or copyrights, nor do You acquire any rights in any confidential information or trade-secrets. All rights not expressly granted to You in this Agreement are reserved by Roku or Our respective third party licensors. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on any Television, Software or Content.

The Software is proprietary to Roku or Our respective third party licensors and may be used only with the Television. Subject to the terms of this Agreement and where appropriate, the applicable third party licenses, You have a non-exclusive, non-transferable license to run the Software and any updated versions provided to You by Roku, only in and as incorporated in the Television. This is a license and not a sale. You may not (i) copy, assign, sublicense, lease, sell or rent the Software, (ii) distribute or otherwise transfer the Software to any third party except as incorporated in the Television, provided that, You do not retain any copies of the Software and the recipient of the Software reads and agrees to the terms and conditions of this Agreement (including all amendments); (iii) modify, adapt, alter, translate, or create derivative works of the Software (except only to the extent any of the foregoing restriction is prohibited by applicable law or as may be permitted by the license terms governing any Separately Licensed Code included with the Software); (iv) decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Software; (v) defeat, bypass, circumvent or interfere with any security mechanism or access control measures, or (vi) have any of the foregoing done for You by a third party. This license does not grant any rights to obtaining future upgrades, updates or supplements to any Software. Your right to use the Software, the Television, the Channel Store or Your Roku Account will immediately terminate upon Your breach of any applicable provision of this Agreement.

Software Updates

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Establishing an Account

The Television is enabled to permit Your access to Content provided by various Content Providers. In order to access Content, You are required to establish a Roku Account on Roku’s website and provide Your credit card number or PayPal account information against which Your Fee-Based Programming fees will be charged. At Your option, a PIN code may be required to access certain Fee-Based Programming. If You prefer to use a PIN, You will choose Your PIN when establishing Your Roku Account preferences. Through Your Roku Account, You will be provided the opportunity to review monthly summaries of Your charges. In addition, for some of the Content, You may be required to maintain a valid and active account in good standing with one or more Content Providers. You must adhere to the terms of this Agreement and to the terms of service of any Content Provider whose Content You choose to access. See www.roku.com/channels#!now-playing for a list of Content Providers for the Television. Roku may add or remove Content Providers, Channel and/or Content from time to time, in its sole discretion. Roku reserves the right to remove, from Your Television, Your access to any Content and/or Channel if Roku has reason to believe that the Television is stolen, hacked or compromised, or that the Content or Channel is not properly authorized or licensed, violates any law, or has been offered by a Content Provider in violation of any agreement between the Content Provider and Roku. You are responsible for ensuring that any age-restricted Content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Content Provider.

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Where Roku manages the handling and processing of Your payments for Fee-Based Programming, the following terms apply:

One-Time Fee Programming. For Public Channels, Your account will be charged in full when You confirm Your purchase of access to the Channel. For Private Channels, You will be charged after the Channel appears as an option in Your Channel line-up and after You have confirmed Your purchase of access to the Channel. For the Content and services purchased from within any Public Channel or Private Channel, Your account will be charged in full when You confirm the purchase.

Subscription Fee Programming. The timing of Your initial selection of subscription Fee-Based Programming will provide the basis for Your billing dates for all future monthly and yearly Subscription Fees. All Subscription Fees will be charged for the full term of the applicable subscription period, i.e., for the month or year, as applicable, at the time You order the subscription, except where pro-rated monthly billing applies. Where the first month is pro-rated, the second and all subsequent charges applied to Your account will be for the full monthly or yearly Subscription Fee, as applicable.

Sales Tax. Your purchases may be subject to sales tax, which may not be included in the prices shown on the purchase screen. If an item You purchased is subject to sales tax, such amount will be reflected on the invoice for that purchase. The amount of tax charged on Your purchase will depend upon many factors, including the item purchased and the applicable tax rate in effect at the time of Your purchase. Factors can change between the time You place an order and the time of credit card charge authorization, which could affect the calculation of sales taxes.

Subscription Renewals and Cancellations. All subscriptions will automatically renew until cancelled by You. Details for how to cancel a subscription are available by entering the key words “cancel subscription” in the “Ask a Question” box on www.roku.com/support. If a subscription is cancelled mid-way through a subscription period, the subscription will end at the end of the subscription period. You will continue to receive the Content until the end of the subscription period, and fees for the remainder of the subscription period will not be refunded.

Credit/Refund Policy. Credits and refunds will be issued only in accordance with the terms posted at www.roku.com/support. For details, go to www.roku.com/support and enter the key words “credit policy” in the “Ask a Question” box.

Privacy Policy and Consent to Use of Data

Roku’s privacy policy, available at www.roku.com/about/privacy (“**Privacy Policy**”), explains Roku’s policies regarding the collection, use, and disclosure of information provided by or collected from You via the Television or Roku’s websites and/or your devices. By agreeing to be bound by the terms and conditions of this Agreement, You are agreeing to the collection, use, and disclosure of Your information as described in the Privacy Policy. You should review the Privacy Policy before establishing Your Roku Account, before linking the Television to any existing Roku Account, and before using the Television. The policies and other content of the Roku web pages referred to in this Agreement may be changed by Roku from time to time in its sole discretion, without notice to You.

Voice Search

If downloaded to Your phone or mobile device, the Roku mobile app allows You to use Your voice to search for content on Your Television using voice search. When You choose to use voice search, You agree that Roku and/or a third party vendor contracted by Roku have Your consent to record, process and store Your voice inputs (e.g., a recording and the interpretation of what was said), and use such voice inputs with other information about Your Television (e.g., device identifier) to provide services related to voice search to You, to improve the accuracy and quality of the service, and as described in our Privacy Policy. To learn more about voice search, visit the FAQ pages of Roku’s website at www.roku.com/support.

Advertising and Promotional Messages

Roku and the Content Providers reserve the rights to deliver and display advertising and promotional messages to You via the Software incorporated in the Television, and to include such advertising and promotional messages in or with any user interface, notice, or Content that is displayed via the Software incorporated in the Television.

No Warranty from Roku

This Agreement governs only Your access to and use of the Software, the Channel Store, and Your Roku Account. Your warranty with respect to the Television and its operation (including the operation of the Software incorporated in the Television) is provided solely by Hisense as set forth in the Important Safety Information and Warranty Card, and not by Roku. **Roku offers no warranty to You under this Agreement.**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TELEVISION, THE SEPARATELY LICENSED CODE, THE SOFTWARE, THE CHANNEL STORE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ROKU (FOR ITSELF AND ON BEHALF OF ITS AFFILIATES) HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY OF THE FOREGOING, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OR REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ROKU AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT (I) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE TELEVISION, THE SOFTWARE, THE SEPARATELY LICENSED CODE, OR THE CHANNEL STORE, (II) THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, (III) THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, OR (IV) THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS OF WARRANTIES MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR RESPECTIVE AFFILIATES, LICENSORS AND/OR SUPPLIERS BE LIABLE FOR (I) ANY PERSONAL INJURY OR PROPERTY DAMAGE; OR (II) ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF REVENUE, PROFITS OR DATA OR USE, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) ARISING OUT OF, OR IN CONNECTION WITH, ANY TELEVISION, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THIRD PARTY CONTENT, THE SEPARATELY LICENSED CODE, OR YOUR USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY LAW, AND OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW FOR PERSONAL INJURY CASES, YOU AGREE THAT (A) THE TOTAL CUMULATIVE LIABILITY OF ROKU, ROKU'S AFFILIATES, LICENSORS AND/OR SUPPLIERS, INCLUDING LIABILITY RELATING TO ANY TELEVISION, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THIRD PARTY CONTENT, AND THE SEPARATELY LICENSED CODE SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100), AND (B) ROKU, ITS AFFILIATES, LICENSORS AND/OR SUPPLIERS SHALL NOT BE LIABLE TO YOU UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE TELEVISION. YOUR REMEDY, IF ANY, WITH RESPECT TO THE TELEVISION, SHALL BE SOLELY AGAINST (1) THE SELLER FROM WHOM YOU PURCHASED IT AND (2) HISENSE, AS SET FORTH IN ACCORDANCE WITH THE IMPORTANT SAFETY INFORMATION AND WARRANTY CARD PROVIDED BY HISENSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF WE OR OUR AFFILIATES, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

Additional Disclaimers Applicable to Hisense

All software, applications, services and content accessible through the Television belong to providers who are not controlled by or affiliated with Hisense, are protected by copyright, patent, trademark and/or other intellectual property laws and are the sole property of their respective owners. Software, applications, services and content accessible through the Television are at the sole discretion and control of such providers and are completely outside Hisense's control. These services and/or content may be unavailable, discontinued or suspended by such providers, temporarily or permanently, at any time, without liability and without notice to You. **HISENSE AND ROKU EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY FOR THE AVAILABILITY, CONTINUITY OF SERVICE, OR THE CONTENT PROVIDED BY ANY OR ALL SUCH PROVIDERS.**

Export Controls

You agree not to download any Content or Software, nor otherwise export or re-export the Television or the Software into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country as to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Television, the Channel Store or the Software, You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Dispute Resolution by Binding Arbitration, with Class Action Waiver and Choice of Law

1 You and Roku agree to be bound by the procedures set forth below to resolve any and all claims arising out of or relating to any aspect of this Agreement, whether based in contract, statute, tort, fraud, misrepresentation or any other legal theory, including but not limited to, claims relating to this Agreement, its formation, enforceability, performance or breach, and claims related to advertising, the Software, the Television, the Roku Account or the Channel Store, or your use of any of the foregoing. Each such claim is referred to individually as "Claim" and collectively as "Claims".

2 **YOU AND ROKU AGREE THAT, EXCEPT FOR THE CLAIMS IDENTIFIED IN PARAGRAPH 4 BELOW, ANY AND ALL CLAIMS BETWEEN YOU AND ROKU SHALL BE FINALLY SETTLED BY BINDING ARBITRATION.** The arbitration shall take place in Santa Clara County, California, and shall be administered by the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules, including (if applicable) the AAA's Supplementary Procedures for Consumer-Related Disputes. Please be aware there is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than the rules applicable in court, and review of the arbitrator's decision by a court is limited. **YOU AND ROKU FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIM AND MAY NOT PRESIDE OVER ANY CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE OR DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS AND MAY NOT AWARD ANY FORM OF CONSOLIDATED, REPRESENTATIVE OR CLASS-WIDE RELIEF.** Notwithstanding any provision in these terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration of a Claim between You and Roku is allowed to proceed on a class basis, then neither You nor Roku are entitled to arbitrate such Claim. This arbitration provision is subject to the Federal Arbitration Act. The arbitrator's award shall be binding on You and Roku, and may be entered in any court of competent jurisdiction.

3 Information on AAA and how arbitration is initiated can be found at www.adr.org or by calling 800-778-7879. For Claims between You and Roku of \$75,000 or less, You will be responsible for the initial arbitration filing fee, up to the amount of the initial filing fee if You were to initiate a lawsuit against Roku based on such Claims in court. If the arbitrator finds such Claims to be non-frivolous, Roku will pay any difference in such filing fees plus the arbitrator fees. For Claims between You and Roku in excess of \$75,000, if You are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Roku will pay as much of Your actual filing fees and the arbitrator fees for the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

4 This agreement to arbitrate does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court.

5 If the agreement between You and Roku to arbitrate in this provision is found to be invalid, unenforceable or inapplicable to a given Claim between You and Roku, then any and all proceedings to resolve such Claim must be brought exclusively in a federal court of competent jurisdiction in the Northern District of California or in a state court in Santa Clara County, California. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

6 **30-Day Right to Opt Out:** You have the right to opt out of this agreement to arbitrate by sending a written notice of Your decision to opt out to the following address: Legal Department, Roku Inc., 12980 Saratoga Avenue, Suite D., Saratoga, California 95070; provided that, such notice must be postmarked on or before the 30th day after the first to occur of the following events: (i) the purchase of Your Television, (ii) Your receipt of the Television, (iii) the establishment of a new Roku Account if You do not already have a Roku Account prior to using Your Television, (iv) linking Your Television to any Roku Account, (v) using or accessing the Channel Store, (vi) using, accessing or downloading the Software. Your notice should include Your full name, Your current postal address, telephone number and email address, the product name and serial number for Your Television, and a copy of the original proof of purchase for Your Television. If You timely send a notice in compliance with this paragraph 6, the agreement to arbitrate will not apply to either You or Roku. If You do not timely send this notice, then You agree to be bound by this agreement to arbitrate.

7 Notwithstanding any provision in this Agreement to the contrary, You agree that, if Roku seeks to delete or materially modify the agreement to arbitrate described herein, any such deletion or modification will not apply to any individual Claim between You and Roku, of which You have notified Roku prior to such modification.

Choice of Law

This Agreement shall be governed by the laws of the State of California, as if entered into by residents of California, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

Miscellaneous

This Agreement (and where applicable, the Terms of Use for the Mobile App and the Terms of Use of Roku's website) are the final, complete and exclusive agreements between You, on the one hand, and Roku and Hisense, on the other hand, relating to the Television, the Channel Store, the Roku Account and the Software, and supersedes all prior or contemporaneous proposals, advertisements, representations, understandings, or agreements relating thereto, whether oral or written; provided that, notwithstanding the foregoing, this Agreement is not intended to modify or supersede the Important Safety Information and Warranty Card and other documentation provided to You with the Television. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Contact Information

If You wish to contact Roku, please send Your correspondence by mail to Roku, Inc., 12980 Saratoga Avenue, Suite D, Saratoga, CA 95070, or by email to customerservice@roku.com. If You wish to contact Hisense, please send your correspondence by mail to 7310 McGinnis Ferry Road, Suwanee, GA 30024, or by email at service@hisense-usa.com.

Copyright © 2008-2015 Roku, Inc. All rights reserved. Roku and the Roku logo are registered trademarks of Roku, Inc. Hisense and the Hisense logo are registered trademarks of Hisense USA Corporation or its licensor.

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END USER AGREEMENT (FOR TCL ROKU TV)

IMPORTANT: READ THIS AGREEMENT CAREFULLY IF YOU HAVE ANY TCL ROKU TV. ALSO REVIEW THE IMPORTANT PRODUCT INFORMATION GUIDE BEFORE POWERING UP YOUR TCL ROKU TV FOR THE FIRST TIME.

Purpose and Scope of Agreement

This TCL Roku TV End User Agreement ("**Agreement**") is the legal agreement between you ("**You**"), on the one hand, and Roku, Inc. ("**Roku**") and TTE Corporation ("**TTE**") on the other hand (Roku and TTE collectively referred to as "**We**", "**Us**" or "**Our**"), governing Your use of: (i) the firmware and software that We have pre-installed on the television that You have purchased which uses the Roku platform to play digital content distributed over the Internet ("**Television**"), and the firmware and software updates Roku makes available for the Television (such firmware, software and updates, collectively, the "**Software**"); and (ii) the Roku Channel Store that is accessible via the Television's on-screen menu ("**Channel Store**"). By establishing an account on our website (a "**Roku Account**") or using the Television, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to these terms and conditions, You are not granted any right to use the Software or the right to access the Channel Store. If You do not agree to these terms and conditions and You are within the allowable time period for returns under the applicable return policy, You may return the Television to the place where You obtained it for a refund, subject to the terms of such return policy. You agree to perform a factory reset on the Television before you return it. For instructions on how to reset your Television, please visit www.roku.com/support.

For purposes of this Agreement, "**Channel**" means any application that may be available from time to time in the Channel Store, including without limitation, applications to access, display or play video, audio, photos, games, text or graphics; "**Content**" means video, audio, photos, games, text, graphics and other audio or visual materials; and "**Content Provider**" means any third party who provides video, audio, photo, games, text, graphics or other audio or visual materials that are accessible via the Channel Store and the Television.

Changes to This Agreement

Roku reserves the right to amend this Agreement at any time, in whole or in part, in its sole discretion. Such amendments shall be effective immediately upon posting of the amended Agreement on Roku's website or via the Television. In its sole option, Roku may also notify You of the amended Agreement by sending a notice to the last email address You have provided to Roku. You agree to provide accurate and complete information when You establish Your Roku Account, and You agree to promptly update Your account information (including contact information) to keep it accurate and complete. Following the posting of the amended Agreement by any of the methods described above, continued use of Your Television, or continued access to Your Roku Account, constitutes Your express agreement to be bound by the terms and conditions of the amended

Agreement. You understand that, if You do not agree to the terms and conditions of the amended Agreement, Roku may terminate Your right to use the Software, limit Your access to Your Roku Account and the Channel Store, and/or cease the provision of updates, upgrades or enhancements to Your Television.

Permitted Use and Restrictions

The Software and the Channel Store are for personal, non-commercial use only. Copying or redistribution of the Software or of any Content delivered via the Software in the Television is strictly prohibited. You may not use the Television to access or attempt to access any Content outside of the country or location authorized by Roku or the third party who provided such Content. Except as expressly provided under this Agreement, You do not acquire any intellectual property or other proprietary rights in or to the Software, the Channel Store or the Content, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, or copyrights, nor do You acquire any rights in any confidential information or trade-secrets. All rights not expressly granted to You in this Agreement are reserved by Roku or Our respective third party licensors. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on any Television, Software or Content.

The Software is proprietary to Roku or Our respective third party licensors and may be used only with the Television. Subject to the terms of this Agreement and where appropriate, the applicable third party licenses, You have a non-exclusive, non-transferable license to run the Software and any updated versions provided to You by Roku, only in and as incorporated in the Television. This is a license and not a sale. You may not (i) copy, assign, sublicense, lease, sell or rent the Software, (ii) distribute or otherwise transfer the Software to any third party except as incorporated in the Television, provided that, You do not retain any copies of the Software and the recipient of the Software reads and agrees to the terms and conditions of this Agreement (including all amendments); (iii) modify, adapt, alter, translate, or create derivative works of the Software (except only to the extent any of the foregoing restriction is prohibited by applicable law or as may be permitted by the license terms governing any Separately Licensed Code included with the Software); (iv) decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Software; (v) defeat, bypass, circumvent or interfere with any security mechanism or access control measures, or (vi) have any of the foregoing done for You by a third party. This license does not grant any rights to obtaining future upgrades, updates or supplements to any Software. Your right to use the Software, the Television, the Channel Store or Your Roku Account will immediately terminate upon Your breach of any applicable provision of this Agreement.

Software Updates

ROKU RESERVES THE RIGHT TO UPDATE THE SOFTWARE AND, FROM TIME TO TIME IN ITS SOLE DISCRETION, MAY PROVIDE UPDATES TO YOUR TELEVISION VIA THE INTERNET, INCLUDING BUG FIXES AND UPDATES THAT ADD, CHANGE OR REMOVE FUNCTIONALITIES AND FEATURES (INCLUDING BUT NOT LIMITED TO, CHANGING THE USER INTERFACE OR THE MANNER IN WHICH YOU ARE ABLE TO ACCESS CONTENT VIA THE TELEVISION).

Separately Licensed Code

Certain software components of the Software are provided under separate third party license terms ("**Separately Licensed Code**") and Your right to use such license is governed by such license terms. Please visit <https://www.roku.com/separatelylicensedcode> for more information.

Access to Content: Roku Accounts

Additional Definitions Applicable to this Section:

"Fee-Based Programming" means the specific Content available to end users of the Television who agree to pay the applicable fee to access the Content.

"One-Time Fee" means a single one-time charge payable for access to selected Fee-Based Programming.

"Private Channel" means a Channel which may be accessed by entering a developer-provided linking code on the Roku website.

"Public Channel" means a Channel that is generally available to all Roku users and is visible in the Channel Store.

"Subscription Fee" means a monthly or annual fee charged for access to selected Fee-Based Programming.

Establishing an Account

The Television is enabled to permit Your access to Content provided by various Content Providers. In order to access Content, You are required to establish a Roku Account on Roku's website and provide Your credit card number or PayPal account information against which Your Fee-Based Programming fees will be charged. At Your option, a PIN code may be required to access certain Fee-Based Programming. If You prefer to use a PIN, You will choose Your PIN when establishing Your Roku Account preferences. Through Your Roku Account, You will be provided the opportunity to review monthly summaries of Your charges. In addition, for some of the Content, You may be required to maintain a valid and

active account in good standing with one or more Content Providers. You must adhere to the terms of this Agreement and to the terms of service of any Content Provider whose Content You choose to access. See www.roku.com/channels#!now-playing for a list of Content Providers for the Television. Roku may add or remove Content Providers, Channel and/or Content from time to time, in its sole discretion. Roku reserves the right to remove, from Your Television, Your access to any Content and/or Channel if Roku has reason to believe that the Television is stolen, hacked or compromised, or that the Content or Channel is not properly authorized or licensed, violates any law, or has been offered by a Content Provider in violation of any agreement between the Content Provider and Roku. You are responsible for ensuring that any age-restricted Content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Content Provider.

Fees and Charges

Where Roku manages the handling and processing of Your payments for Fee-Based Programming, the following terms apply:

One-Time Fee Programming. For Public Channels, Your account will be charged in full when You confirm Your purchase of access to the Channel. For Private Channels, You will be charged after the Channel appears as an option in Your Channel line-up and after You have confirmed Your purchase of access to the Channel. For the Content and services purchased from within any Public Channel or Private Channel, Your account will be charged in full when You confirm the purchase.

Subscription Fee Programming. The timing of Your initial selection of subscription Fee-Based Programming will provide the basis for Your billing dates for all future monthly and yearly Subscription Fees. All Subscription Fees will be charged for the full term of the applicable subscription period, i.e., for the month or year, as applicable, at the time You order the subscription, except where pro-rated monthly billing applies. Where the first month is pro-rated, the second and all subsequent charges applied to Your account will be for the full monthly or yearly Subscription Fee, as applicable.

Sales Tax. Your purchases may be subject to sales tax, which may not be included in the prices shown on the purchase screen. If an item You purchased is subject to sales tax, such amount will be reflected on the invoice for that purchase. The amount of tax charged on Your purchase will depend upon many factors, including the item purchased and the applicable tax rate in effect at the time of Your purchase. Factors can change between the time You place an order and the time of credit card charge authorization, which could affect the calculation of sales taxes.

Subscription Renewals and Cancellations. All subscriptions will automatically renew until cancelled by You. Details for how to cancel a subscription are available by entering the key words "cancel subscription" in the "Ask a Question" box on www.roku.com/support. If a subscription is cancelled mid-way through a subscription period, the subscription will end at the end of the subscription period. You will continue to receive the Content until the end of the subscription period, and fees for the remainder of the subscription period will not be refunded.

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Privacy Policy and Consent to Use of Data

Roku's privacy policy, available at www.roku.com/about/privacy ("**Privacy Policy**"), explains Roku's policies regarding the collection, use, and disclosure of information provided by or collected from You via the Television or Roku's websites and/or your devices. By agreeing to be bound by the terms and conditions of this Agreement, You are agreeing to the collection, use, and disclosure of Your information as described in the Privacy Policy. You should review the Privacy Policy before establishing Your Roku Account, before linking the Television to any existing Roku Account, and before using the Television. The policies and other content of the Roku web pages referred to in this Agreement may be changed by Roku from time to time in its sole discretion, without notice to You.

Voice Search

If downloaded to Your phone or mobile device, the Roku mobile app allows You to use Your voice to search for content on Your Television using voice search. When You choose to use voice search, You agree that Roku and/or a third party vendor contracted by Roku have Your consent to record, process and store Your voice inputs (e.g., a recording and the interpretation of what was said), and use such voice inputs with other information about Your Television (e.g., device identifier) to provide services related to voice search to You, to improve the accuracy and quality of the service, and as described in our Privacy Policy. To learn more about voice search, visit the FAQ pages of Roku's website at <https://www.roku.com/>.

Advertising and Promotional Messages

Roku and the Content Providers reserve the rights to deliver and display advertising and promotional messages to You via the Software incorporated in the Television, and to include such advertising and promotional messages in or with any user interface, notice, or Content that is displayed via the Software incorporated in the Television.

No Warranty from Roku

This Agreement governs only Your access to and use of the Software, the Channel Store, and Your Roku Account. Your warranty with respect to the Television and its operation (including the operation of the Software incorporated in the Television) is provided solely by TTE as set forth in the Important Product Information Guide, and not by Roku. **Roku offers no warranty to You under this Agreement.**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TELEVISION, THE SEPARATELY LICENSED CODE, THE SOFTWARE, THE CHANNEL STORE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ROKU (FOR ITSELF AND ON BEHALF OF ITS AFFILIATES) HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY OF THE FOREGOING, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OR REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ROKU AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT (I) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE TELEVISION, THE SOFTWARE, THE SEPARATELY LICENSED CODE, OR THE CHANNEL STORE, (II) THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, (III) THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, OR (IV) THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS OF WARRANTIES MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR RESPECTIVE AFFILIATES, LICENSORS AND/OR SUPPLIERS BE LIABLE FOR (I) ANY PERSONAL INJURY OR PROPERTY DAMAGE; OR (II) ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF REVENUE, PROFITS OR DATA OR USE OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) ARISING OUT OF, OR IN CONNECTION WITH, ANY TELEVISION, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THIRD PARTY CONTENT, THE SEPARATELY LICENSED CODE, OR YOUR USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY LAW, AND OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW FOR PERSONAL INJURY CASES, YOU AGREE THAT (A) THE TOTAL CUMULATIVE LIABILITY OF ROKU, ROKU'S AFFILIATES, LICENSORS AND/OR SUPPLIERS, INCLUDING LIABILITY RELATING TO ANY TELEVISION, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THE THIRD PARTY CONTENT, AND THE SEPARATELY LICENSED CODE SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100), AND (B) ROKU, ITS AFFILIATES, LICENSORS AND/OR SUPPLIERS SHALL NOT BE LIABLE TO YOU UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE TELEVISION. YOUR REMEDY, IF ANY, WITH RESPECT TO THE TELEVISION, SHALL BE SOLELY AGAINST (1) THE SELLER FROM WHOM YOU PURCHASED IT AND (2) TTE, AS SET FORTH IN ACCORDANCE WITH THE IMPORTANT PRODUCT INFORMATION GUIDE PROVIDED BY TTE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF WE OR OUR AFFILIATES, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

Export Controls

You agree not to download any Content or Software, nor otherwise export or re-export the Television or the Software into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country as to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Television, the Channel Store or the Software, You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Dispute Resolution by Binding Arbitration, with Class Action Waiver and Choice of Law

1 You and Roku agree to be bound by the procedures set forth below to resolve any and all claims arising out of or relating to any aspect of this Agreement, whether based in contract, statute, tort, fraud, misrepresentation or any other legal theory, including but not limited to, claims relating to this Agreement, its formation, enforceability, performance or breach, and claims related to advertising, the Software, the Television, the Roku Account or the Channel Store or your use of any of the foregoing. Each such claim is referred to individually as "Claim" and collectively as "Claims".

2 **YOU AND ROKU AGREE THAT, EXCEPT FOR THE CLAIMS IDENTIFIED IN PARAGRAPH 4 BELOW, ANY AND ALL CLAIMS BETWEEN YOU AND ROKU SHALL BE FINALLY SETTLED BY BINDING ARBITRATION.** The arbitration shall take place in Santa Clara County, California, and shall be administered by the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules, including (if applicable) the AAA's Supplementary Procedures for Consumer-Related Disputes. Please be aware there is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than the rules applicable in court, and review of the arbitrator's decision by a court is limited. **YOU AND ROKU FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIM AND MAY NOT PRESIDE OVER ANY CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE OR DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS AND MAY NOT AWARD ANY FORM OF CONSOLIDATED, REPRESENTATIVE OR CLASS-WIDE RELIEF.** Notwithstanding any provision in these terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration of a Claim between You and Roku is allowed to proceed on a class basis, then neither You nor Roku are entitled to arbitrate such Claim. This arbitration provision is subject to the Federal Arbitration Act. The arbitrator's award shall be binding on You and Roku, and may be entered in any court of competent jurisdiction.

3 Information on AAA and how arbitration is initiated can be found at www.adr.org or by calling 800-778-7879. For Claims between You and Roku of \$75,000 or less, You will be responsible for the initial arbitration filing fee, up to the amount of the initial filing fee if You were to initiate a lawsuit against Roku based on such Claims in court. If the arbitrator finds such Claims to be non-frivolous, Roku will pay any difference in such filing fees plus the arbitrator fees. For Claims between You and Roku in excess of \$75,000, if You are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Roku will pay as much of Your actual filing fees and the arbitrator fees for the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

4 This agreement to arbitrate does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court.

5 If the agreement between You and Roku to arbitrate in this provision is found to be invalid, unenforceable or inapplicable to a given Claim between You and Roku, then any and all proceedings to resolve such Claim must be brought exclusively in a federal court of competent jurisdiction in the Northern District of California or in a state court in Santa Clara County, California. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

6 **30-Day Right to Opt Out:** You have the right to opt out of this agreement to arbitrate by sending a written notice of Your decision to opt out to the following address: Legal Department, Roku Inc., 12980 Saratoga Avenue, Suite D., Saratoga, California 95070; provided that, such notice must be postmarked on or before the 30th day after the first to occur of the following events: (i) the purchase of Your Television, (ii) Your receipt of the Television, (iii) the establishment of a new Roku Account if You do not already have a Roku Account prior to using Your Television, (iv) linking Your Television to any Roku Account, (v) using or accessing the Channel Store, or (vi) using, accessing or downloading the Software. Your notice should include Your full name, Your current postal address, telephone number and email address, the product name and serial number for Your Television, and a copy of the original proof of purchase for Your Television. If You timely send a notice in compliance with this paragraph 6, the agreement to arbitrate will not apply to either You or Roku. If You do not timely send this notice, then You agree to be bound by this agreement to arbitrate.

7 Notwithstanding any provision in this Agreement to the contrary, You agree that, if Roku seeks to delete or materially modify the agreement to arbitrate described herein, any such deletion or modification will not apply to any individual Claim between You and Roku, of which You have notified Roku prior to such modification.

Choice of Law

This Agreement shall be governed by the laws of the State of California, as if entered into by residents of California, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

Miscellaneous

This Agreement (and where applicable, the Terms of Use for the Mobile App and the Terms of Use of Roku's website) are the final, complete and exclusive agreements between You, on the one hand, and Roku and TTE, on the other hand, relating to the Television, the Channel Store, the Roku Account and the Software, and supersedes all prior or contemporaneous proposals, advertisements, representations, understandings, or agreements relating thereto, whether oral or written; provided that, notwithstanding the foregoing, this Agreement is not intended to modify or supersede the Important Product Information Guide and other documentation provided to You with the Television. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Contact Information

If You wish to contact Roku, please send Your correspondence by mail to Roku, Inc., 12980 Saratoga Avenue, Suite D, Saratoga, CA 95070, or by email to customerservice@roku.com. If You wish to contact TTE, please send your correspondence by mail to TTE Technology, Inc., 555 S. Promenade Ave., Suite 103, Corona, CA 92879, or by email at USsupport@tcl.com.

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END USER AGREEMENT (FOR INSIGNIA ROKU TV)

IMPORTANT: READ THIS AGREEMENT CAREFULLY IF YOU HAVE ANY INSIGNIA ROKU TV. ALSO REVIEW THE IMPORTANT PRODUCT INFORMATION GUIDE BEFORE POWERING UP YOUR INSIGNIA ROKU TV FOR THE FIRST TIME.

Purpose and Scope of Agreement

This INSIGNIA Roku TV End User Agreement ("Agreement") is the legal agreement between you ("**You**") and Roku, Inc. ("**Roku**", "**We**", "**Us**" or "**Our**") governing Your use of: (i) the firmware and software that have been pre-installed on the television that You have purchased which uses the Roku platform to play digital content distributed over the Internet ("**Television**"), and the firmware and software updates Roku makes available for the Television (such firmware, software and updates, collectively, the "**Software**"); and (ii) the Roku Channel Store that is accessible via the Television's on-screen menu ("**Channel Store**"). By establishing an account on our website (a "**Roku Account**"), or using the Television, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to these terms and conditions, You are not granted any right to use the Software or the right to access the Channel Store. If You do not agree to these terms and conditions and You are within the allowable time period for returns under the applicable return policy, You may return the Television to the place where You obtained it for a refund, subject to the terms of such return policy. You agree to perform a factory reset on the Television before you return it. For instructions on how to reset your Television, please visit www.roku.com/support.

For purposes of this Agreement, "**Channel**" means any application that may be available from time to time in the Channel Store, including without limitation, applications to access, display or play video, audio, photos, games, text or graphics; "**Content**" means video, audio, photos, games, text, graphics and other audio or visual materials; and "**Content Provider**" means any third party who provides video, audio, photo, games, text, graphics or other audio or visual materials that are accessible via the Channel Store and the Television.

Changes to This Agreement

Roku reserves the right to amend this Agreement at any time, in whole or in part, in its sole discretion. Such amendments shall be effective immediately upon posting of the amended Agreement on Roku's website or via the Television. In its sole option, Roku may also notify You of the amended Agreement by sending a notice to the last email address You have provided to

Roku. You agree to provide accurate and complete information when You establish Your Roku Account, and You agree to promptly update Your account information (including contact information) to keep it accurate and complete. Following the posting of the amended Agreement by any of the methods described above, continued use of Your Television, or continued access to Your Roku Account, constitutes Your express agreement to be bound by the terms and conditions of the amended Agreement. You understand that, if You do not agree to the terms and conditions of the amended Agreement, Roku may terminate Your right to use the Software, limit Your access to Your Roku Account and the Channel Store, and/or cease the provision of updates, upgrades or enhancements to Your Television.

Permitted Use and Restrictions

The Software and the Channel Store are for personal, non-commercial use only. Copying or redistribution of the Software or of any Content delivered via the Software in the Television is strictly prohibited. You may not use the Television to access or attempt to access any Content outside of the country or location authorized by Roku or the third party who provided such Content. Except as expressly provided under this Agreement, You do not acquire any intellectual property or other proprietary rights in or to the Software, the Channel Store or the Content, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, or copyrights, nor do You acquire any rights in any confidential information or trade secrets. All rights not expressly granted to You in this Agreement are reserved by Roku or the applicable third party licensors. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on any Television, Software or Content.

The Software is proprietary to Roku or the applicable third party licensors and may be used only with the Television. Subject to the terms of this Agreement and, where appropriate, the applicable third party licenses, You have a non-exclusive, non-transferable license to run the Software and any updated versions provided to You by Roku, only in and as incorporated in the Television. This is a license and not a sale. You may not (i) copy, assign, sublicense, lease, sell or rent the Software; (ii) distribute or otherwise transfer the Software to any third party except as incorporated in the Television, provided that You do not retain any copies of the Software and the recipient of the Software reads and agrees to the terms and conditions of this Agreement (including all amendments); (iii) modify, adapt, alter, translate, or create derivative works of the Software (except only to the extent any of the foregoing restriction is prohibited by applicable law or as may be permitted by the license terms governing any Separately Licensed Code included with the Software); (iv) decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Software; (v) defeat, bypass, circumvent or interfere with any security mechanism or access control measures; or (vi) have any of the foregoing done for You by a third party. This license does not grant any rights to obtaining future upgrades, updates or supplements to any Software. Your right to use the Software, the Television, the Channel Store or Your Roku Account will immediately terminate upon Your breach of any applicable provision of this Agreement.

Software Updates

ROKU RESERVES THE RIGHT TO UPDATE THE SOFTWARE AND, FROM TIME TO TIME IN ITS SOLE DISCRETION, MAY PROVIDE UPDATES TO YOUR TELEVISION VIA THE INTERNET, INCLUDING BUG FIXES AND UPDATES THAT MAY ADD, CHANGE OR REMOVE FUNCTIONALITIES AND FEATURES (INCLUDING BUT NOT LIMITED TO, CHANGES IN THE USER INTERFACE OR THE MANNER IN WHICH YOU ARE ABLE TO ACCESS CONTENT VIA THE TELEVISION).

Separately Licensed Code

Certain software components of the Software are provided under separate third party license terms ("**Separately Licensed Code**") and Your right to use such license is governed by such license terms. Please visit <https://www.roku.com/separatelylicensedcode> for more information.

Access to Content: Roku Accounts

Additional Definitions Applicable to this Section

"Fee-Based Programming" means the specific Content available to end users of the Television who agree to pay the applicable fee to access the Content.

"One-Time Fee" means a single one-time charge payable for access to selected Fee-Based Programming.

"Private Channel" means a Channel which may be accessed by entering a developer-provided linking code on the Roku website.

“Public Channel” means a Channel that is generally available to all Roku users and is visible in the Channel Store.
“Subscription Fee” means a monthly or annual fee charged for access to selected Fee-Based Programming.

Establishing an Account

The Television is enabled to permit Your access to Content provided by various Content Providers. In order to access Content, You are required to establish a Roku Account on Roku’s website and provide Your credit card number or PayPal account information against which Your Fee-Based Programming fees will be charged. At Your option, a PIN code may be required to access certain Fee-Based Programming. If You prefer to use a PIN, You will choose Your PIN when establishing Your Roku Account preferences. Through Your Roku Account, You will be provided the opportunity to review monthly summaries of Your charges. In addition, for some of the Content, You may be required to maintain a valid and active account in good standing with one or more Content Providers. You must adhere to the terms of this Agreement and to the terms of service of any Content Provider whose Content You choose to access. See www.roku.com/channels#!now-playing for a list of Content Providers for the Television. Roku may add or remove Content Providers, Channel and/or Content from time to time, in its sole discretion. Roku reserves the right to remove, from Your Television, Your access to any Content and/or Channel if Roku has reason to believe that the Television is stolen, hacked or compromised, or that the Content or Channel is not properly authorized or licensed, violates any law, or has been offered by a Content Provider in violation of any agreement between the Content Provider and Roku. You are responsible for ensuring that any age-restricted Content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Content Provider.

Fees and Charges

Where Roku manages the handling and processing of Your payments for Fee-Based Programming, the following terms apply:

One-Time Fee Programming. For Public Channels, Your account will be charged in full when You confirm Your purchase of access to the Channel. For Private Channels, You will be charged after the Channel appears as an option in Your Channel line-up and after You have confirmed Your purchase of access to the Channel. For the Content and services purchased from within any Public Channel or Private Channel, Your account will be charged in full when You confirm the purchase.

Subscription Fee Programming. The timing of Your initial selection of subscription Fee-Based Programming will provide the basis for Your billing dates for all future monthly and yearly Subscription Fees. All Subscription Fees will be charged for the full term of the applicable subscription period, i.e., for the month or year, as applicable, at the time You order the subscription, except where pro-rated monthly billing applies. Where the first month is pro-rated, the second and all subsequent charges applied to Your account will be for the full monthly or yearly Subscription Fee, as applicable.

Sales Tax. Your purchases may be subject to sales tax, which may not be included in the prices shown on the purchase screen. If an item You purchased is subject to sales tax, such amount will be reflected on the invoice for that purchase. The amount of tax charged on Your purchase will depend upon many factors, including the item purchased and the applicable tax rate in effect at the time of Your purchase. Factors can change between the time You place an order and the time of credit card charge authorization, which could affect the calculation of sales taxes.

Subscription Renewals and Cancellations. All subscriptions will automatically renew until cancelled by You. Details for how to cancel a subscription are available by entering the key words “cancel subscription” in the “Ask a Question” box on www.roku.com/support. If a subscription is cancelled mid-way through a subscription period, the subscription will end at the end of the subscription period. You will continue to receive the Content until the end of the subscription period, and fees for the remainder of the subscription period will not be refunded.

Credit/Refund Policy. Credits and refunds will be issued only in accordance with the terms posted at www.roku.com/support. For details, go to www.roku.com/support and enter the key words “credit policy” in the “Ask a Question” box.

Privacy Policy and Consent to Use of Data

Roku’s privacy policy, available at www.roku.com/about/privacy (“**Privacy Policy**”), explains Roku’s policies regarding the collection, use, and disclosure of information provided by or collected from You via the Television or Roku’s websites and/or your devices. By agreeing to be bound by the terms and conditions of this Agreement, You are agreeing to the collection, use,

and disclosure of Your information as described in the Privacy Policy. You should review the Privacy Policy before establishing Your Roku Account, before linking the Television to any existing Roku Account, and before using the Television. The policies and other content of the Roku web pages referred to in this Agreement may be changed by Roku from time to time in its sole discretion, without notice to You.

Voice Search

If downloaded to Your phone or mobile device, the Roku mobile app allows You to use Your voice to search for content on Your Television using voice search. When You choose to use voice search, You agree that Roku and/or a third party vendor contracted by Roku have Your consent to record, process and store Your voice inputs (e.g., a recording and the interpretation of what was said), and use such voice inputs with other information about Your Television (e.g., device identifier) to provide services related to voice search to You, to improve the accuracy and quality of the service, and as described in our Privacy Policy. To learn more about voice search, visit the FAQ pages of Roku's website at www.roku.com/support.

Advertising and Promotional Messages

Roku and the Content Providers reserve the rights to deliver and display advertising and promotional messages to You via the Software incorporated in the Television, and to include such advertising and promotional messages in or with any user interface, notice, or Content that is displayed via the Software incorporated in the Television.

No Warranty from Roku

This Agreement governs only Your access to and use of the Software, the Channel Store, and Your Roku Account. **Roku offers no warranty to You under this Agreement.**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TELEVISION, THE SEPARATELY LICENSED CODE, THE SOFTWARE, THE CHANNEL STORE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ROKU (FOR ITSELF AND ON BEHALF OF ITS AFFILIATES) HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY OF THE FOREGOING, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OR REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ROKU AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT (I) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE TELEVISION, THE SOFTWARE, THE SEPARATELY LICENSED CODE, OR THE CHANNEL STORE, (II) THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, (III) THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, OR (IV) THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS OF WARRANTIES MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR THIRD PARTY LICENSORS AND/OR SUPPLIERS BE LIABLE FOR (I) ANY PERSONAL INJURY OR PROPERTY DAMAGE; OR (II) ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF REVENUE, PROFITS OR DATA OR USE, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) ARISING OUT OF, OR IN CONNECTION WITH, ANY TELEVISION, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THIRD PARTY CONTENT, THE SEPARATELY LICENSED CODE, OR YOUR USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY LAW, AND OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW FOR PERSONAL INJURY CASES, YOU AGREE THAT (A) THE TOTAL CUMULATIVE LIABILITY OF ROKU, ROKU'S AFFILIATES, LICENSORS AND/OR SUPPLIERS, INCLUDING LIABILITY RELATING TO ANY TELEVISION, ANY ROKU ACCOUNT,

THE CHANNEL STORE, THE SOFTWARE, THIRD PARTY CONTENT, AND THE SEPARATELY LICENSED CODE SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100), AND (B) ROKU, ITS AFFILIATES, LICENSORS AND/OR SUPPLIERS SHALL NOT BE LIABLE TO YOU UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE TELEVISION.

Export Controls

You agree not to download any Content or Software, nor otherwise export or re-export the Television or the Software into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country as to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Television, the Channel Store or the Software, You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Dispute Resolution by Binding Arbitration, with Class Action Waiver and Choice of Law

1 You and Roku agree to be bound by the procedures set forth below to resolve any and all claims arising out of or relating to any aspect of this Agreement, whether based in contract, statute, tort, fraud, misrepresentation or any other legal theory, including but not limited to, claims relating to this Agreement, its formation, enforceability, performance or breach, and claims related to advertising, the Software, the Television, the Roku Account or the Channel Store, or your use of any of the foregoing. Each such claim is referred to individually as "Claim" and collectively as "Claims".

2 **YOU AND ROKU AGREE THAT, EXCEPT FOR THE CLAIMS IDENTIFIED IN PARAGRAPH 4 BELOW, ANY AND ALL CLAIMS BETWEEN YOU AND ROKU SHALL BE FINALLY SETTLED BY BINDING ARBITRATION.** The arbitration shall take place in Santa Clara County, California, and shall be administered by the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules, including (if applicable) the AAA's Supplementary Procedures for Consumer-Related Disputes. Please be aware there is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than the rules applicable in court, and review of the arbitrator's decision by a court is limited. **YOU AND ROKU FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIM AND MAY NOT PRESIDE OVER ANY CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE OR DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS AND MAY NOT AWARD ANY FORM OF CONSOLIDATED, REPRESENTATIVE OR CLASS-WIDE RELIEF.** Notwithstanding any provision in these terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration of a Claim between You and Roku is allowed to proceed on a class basis, then neither You nor Roku are entitled to arbitrate such Claim. This arbitration provision is subject to the Federal Arbitration Act. The arbitrator's award shall be binding on You and Roku, and may be entered in any court of competent jurisdiction.

3 Information on AAA and how arbitration is initiated can be found at www.adr.org or by calling 800-778-7879. For Claims between You and Roku of \$75,000 or less, You will be responsible for the initial arbitration filing fee, up to the amount of the initial filing fee if You were to initiate a lawsuit against Roku based on such Claims in court. If the arbitrator finds such Claims to be non-frivolous, Roku will pay any difference in such filing fees plus the arbitrator fees. For Claims between You and Roku in excess of \$75,000, if You are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Roku will pay as much of Your actual filing fees and the arbitrator fees for the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

4 This agreement to arbitrate does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court.

5 If the agreement between You and Roku to arbitrate in this provision is found to be invalid, unenforceable or inapplicable to a given Claim between You and Roku, then any and all proceedings to resolve such Claim must be brought exclusively in a federal court of competent jurisdiction in the Northern District of California or in a state court in Santa Clara County, California. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

6 **30-Day Right to Opt Out:** You have the right to opt out of this agreement to arbitrate by sending a written notice of Your decision to opt out to the following address: Legal Department, Roku Inc., 12980 Saratoga Avenue, Suite D., Saratoga, California 95070; provided that, such notice must be postmarked on or before the 30th day after the first to occur of the following events: (i) the purchase of Your Television, (ii) Your receipt of the Television, (iii) the establishment of a new Roku Account if You do not already have a Roku Account prior to using Your Television, (iv) linking Your Television to any Roku Account, (v) using or accessing the Channel Store, (vi) using, accessing or downloading the Software. Your notice should include Your full name, Your current postal address, telephone number and email address, the product name and serial number for Your Television, and a copy of the original proof of purchase for Your Television. If You timely send a notice in compliance with this paragraph 6, the agreement to arbitrate will not apply to either You or Roku. If You do not timely send this notice, then You agree to be bound by this agreement to arbitrate.

7 Notwithstanding any provision in this Agreement to the contrary, You agree that, if Roku seeks to delete or materially modify the agreement to arbitrate described herein, any such deletion or modification will not apply to any individual Claim between You and Roku, of which You have notified Roku prior to such modification.

Choice of Law

This Agreement shall be governed by the laws of the State of California, as if entered into by residents of California, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

Miscellaneous

This Agreement (and where applicable, the Terms of Use for the Mobile App and the Terms of Use of Roku's website) are the final, complete and exclusive agreements between You and Roku relating to the Television, the Channel Store, the Roku Account and the Software, and supersedes all prior or contemporaneous proposals, advertisements, representations, understandings, or agreements relating thereto, whether oral or written; provided that, notwithstanding the foregoing, this Agreement is not intended to modify or supersede the Important Product Information Guide and other documentation provided to You with the Television. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Contact Information

If You wish to contact Roku, please send Your correspondence by mail to Roku, Inc., 12980 Saratoga Avenue, Suite D, Saratoga, CA 95070, or by email to customerservice@roku.com.

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END USER AGREEMENT (FOR SHARP ROKU TV)

IMPORTANT: READ THIS AGREEMENT CAREFULLY IF YOU HAVE ANY SHARP ROKU TV. ALSO REVIEW THE IMPORTANT PRODUCT INFORMATION GUIDE BEFORE POWERING UP YOUR SHARP ROKU TV FOR THE FIRST TIME.

Purpose and Scope of Agreement

This SHARP Roku TV End User Agreement ("Agreement") is the legal agreement between you ("**You**") and Roku, Inc. ("**Roku**", "**We**", "**Us**" or "**Our**") governing Your use of: (i) the firmware and software that have been pre-installed on the television that You have purchased which uses the Roku platform to play digital content distributed over the Internet ("**Television**"), and the firmware and software updates Roku makes available for the Television (such firmware, software and updates, collectively, the "**Software**"); and (ii) the Roku Channel Store that is accessible via the Television's on-screen menu ("**Channel Store**"). By establishing an account on our website (a "**Roku Account**"), or using the Television, You are agreeing

to be bound by the terms and conditions of this Agreement. If You do not agree to these terms and conditions, You are not granted any right to use the Software or the right to access the Channel Store. If You do not agree to these terms and conditions and You are within the allowable time period for returns under the applicable return policy, You may return the Television to the place where You obtained it for a refund, subject to the terms of such return policy. You agree to perform a factory reset on the Television before you return it. For instructions on how to reset your Television, please visit www.roku.com/support.

For purposes of this Agreement, “**Channel**” means any application that may be available from time to time in the Channel Store, including without limitation, applications to access, display or play video, audio, photos, games, text or graphics; “**Content**” means video, audio, photos, games, text, graphics and other audio or visual materials; and “**Content Provider**” means any third party who provides video, audio, photo, games, text, graphics or other audio or visual materials that are accessible via the Channel Store and the Television.

Changes to This Agreement

Roku reserves the right to amend this Agreement at any time, in whole or in part, in its sole discretion. Such amendments shall be effective immediately upon posting of the amended Agreement on Roku’s website or via the Television. In its sole option, Roku may also notify You of the amended Agreement by sending a notice to the last email address You have provided to Roku. You agree to provide accurate and complete information when You establish Your Roku Account, and You agree to promptly update Your account information (including contact information) to keep it accurate and complete. Following the posting of the amended Agreement by any of the methods described above, continued use of Your Television, or continued access to Your Roku Account, constitutes Your express agreement to be bound by the terms and conditions of the amended Agreement. You understand that, if You do not agree to the terms and conditions of the amended Agreement, Roku may terminate Your right to use the Software, limit Your access to Your Roku Account and the Channel Store, and/or cease the provision of updates, upgrades or enhancements to Your Television.

Permitted Use and Restrictions

The Software and the Channel Store are for personal, non-commercial use only. Copying or redistribution of the Software or of any Content delivered via the Software in the Television is strictly prohibited. You may not use the Television to access or attempt to access any Content outside of the country or location authorized by Roku or the third party who provided such Content. Except as expressly provided under this Agreement, You do not acquire any intellectual property or other proprietary rights in or to the Software, the Channel Store or the Content, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, or copyrights, nor do You acquire any rights in any confidential information or trade secrets. All rights not expressly granted to You in this Agreement are reserved by Roku or the applicable third party licensors. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on any Television, Software or Content.

The Software is proprietary to Roku or the applicable third party licensors and may be used only with the Television. Subject to the terms of this Agreement and, where appropriate, the applicable third party licenses, You have a non-exclusive, non-transferable license to run the Software and any updated versions provided to You by Roku, only in and as incorporated in the Television. This is a license and not a sale. You may not (i) copy, assign, sublicense, lease, sell or rent the Software; (ii) distribute or otherwise transfer the Software to any third party except as incorporated in the Television, provided that You do not retain any copies of the Software and the recipient of the Software reads and agrees to the terms and conditions of this Agreement (including all amendments); (iii) modify, adapt, alter, translate, or create derivative works of the Software (except only to the extent any of the foregoing restriction is prohibited by applicable law or as may be permitted by the license terms governing any Separately Licensed Code included with the Software); (iv) decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Software; (v) defeat, bypass, circumvent or interfere with any security mechanism or access control measures; or (vi) have any of the foregoing done for You by a third party. This license does not grant any rights to obtaining future upgrades, updates or supplements to any Software. Your right to use the Software, the Television, the Channel Store or Your Roku Account will immediately terminate upon Your breach of any applicable provision of this Agreement.

Software Updates

ROKU RESERVES THE RIGHT TO UPDATE THE SOFTWARE AND, FROM TIME TO TIME IN ITS SOLE DISCRETION, MAY PROVIDE UPDATES TO YOUR TELEVISION VIA THE INTERNET, INCLUDING BUG FIXES AND UPDATES THAT

MAY ADD, CHANGE OR REMOVE FUNCTIONALITIES AND FEATURES (INCLUDING BUT NOT LIMITED TO, CHANGES IN THE USER INTERFACE OR THE MANNER IN WHICH YOU ARE ABLE TO ACCESS CONTENT VIA THE TELEVISION).

Separately Licensed Code

Certain software components of the Software are provided under separate third party license terms ("**Separately Licensed Code**") and Your right to use such license is governed by such license terms. Please visit <https://www.roku.com/separatelylicensedcode> for more information.

Access to Content: Roku Accounts

Additional Definitions Applicable to this Section

"Fee-Based Programming" means the specific Content available to end users of the Television who agree to pay the applicable fee to access the Content.

"One-Time Fee" means a single one-time charge payable for access to selected Fee-Based Programming.

"Private Channel" means a Channel which may be accessed by entering a developer-provided linking code on the Roku website.

"Public Channel" means a Channel that is generally available to all Roku users and is visible in the Channel Store.

"Subscription Fee" means a monthly or annual fee charged for access to selected Fee-Based Programming.

Establishing an Account

The Television is enabled to permit Your access to Content provided by various Content Providers. In order to access Content, You are required to establish a Roku Account on Roku's website and provide Your credit card number or PayPal account information against which Your Fee-Based Programming fees will be charged. At Your option, a PIN code may be required to access certain Fee-Based Programming. If You prefer to use a PIN, You will choose Your PIN when establishing Your Roku Account preferences. Through Your Roku Account, You will be provided the opportunity to review monthly summaries of Your charges. In addition, for some of the Content, You may be required to maintain a valid and active account in good standing with one or more Content Providers. You must adhere to the terms of this Agreement and to the terms of service of any Content Provider whose Content You choose to access. See www.roku.com/channels#now-playing for a list of Content Providers for the Television. Roku may add or remove Content Providers, Channel and/or Content from time to time, in its sole discretion. Roku reserves the right to remove, from Your Television, Your access to any Content and/or Channel if Roku has reason to believe that the Television is stolen, hacked or compromised, or that the Content or Channel is not properly authorized or licensed, violates any law, or has been offered by a Content Provider in violation of any agreement between the Content Provider and Roku. You are responsible for ensuring that any age-restricted Content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Content Provider.

Fees and Charges

Where Roku manages the handling and processing of Your payments for Fee-Based Programming, the following terms apply:

One-Time Fee Programming. For Public Channels, Your account will be charged in full when You confirm Your purchase of access to the Channel. For Private Channels, You will be charged after the Channel appears as an option in Your Channel line-up and after You have confirmed Your purchase of access to the Channel. For the Content and services purchased from within any Public Channel or Private Channel, Your account will be charged in full when You confirm the purchase.

Subscription Fee Programming. The timing of Your initial selection of subscription Fee-Based Programming will provide the basis for Your billing dates for all future monthly and yearly Subscription Fees. All Subscription Fees will be charged for the full term of the applicable subscription period, i.e., for the month or year, as applicable, at the time You order the subscription, except where pro-rated monthly billing applies. Where the first month is pro-rated, the second and all subsequent charges applied to Your account will be for the full monthly or yearly Subscription Fee, as applicable.

Sales Tax. Your purchases may be subject to sales tax, which may not be included in the prices shown on the purchase screen. If an item You purchased is subject to sales tax, such amount will be reflected on the invoice for that purchase. The amount of tax charged on Your purchase will depend upon many factors, including the item

purchased and the applicable tax rate in effect at the time of Your purchase. Factors can change between the time You place an order and the time of credit card charge authorization, which could affect the calculation of sales taxes.

Subscription Renewals and Cancellations. All subscriptions will automatically renew until cancelled by You. Details for how to cancel a subscription are available by entering the key words “cancel subscription” in the “Ask a Question” box on www.roku.com/support. If a subscription is cancelled mid-way through a subscription period, the subscription will end at the end of the subscription period. You will continue to receive the Content until the end of the subscription period, and fees for the remainder of the subscription period will not be refunded.

Credit/Refund Policy. Credits and refunds will be issued only in accordance with the terms posted at www.roku.com/support. For details, go to www.roku.com/support and enter the key words “credit policy” in the “Ask a Question” box.

Privacy Policy and Consent to Use of Data

Roku’s privacy policy, available at www.roku.com/about/privacy (“**Privacy Policy**”), explains Roku’s policies regarding the collection, use, and disclosure of information provided by or collected from You via the Television or Roku’s websites and/or your devices. By agreeing to be bound by the terms and conditions of this Agreement, You are agreeing to the collection, use, and disclosure of Your information as described in the Privacy Policy. You should review the Privacy Policy before establishing Your Roku Account, before linking the Television to any existing Roku Account, and before using the Television. The policies and other content of the Roku web pages referred to in this Agreement may be changed by Roku from time to time in its sole discretion, without notice to You.

Voice Search

If downloaded to Your phone or mobile device, the Roku mobile app allows You to use Your voice to search for content on Your Television using voice search. When You choose to use voice search, You agree that Roku and/or a third party vendor contracted by Roku have Your consent to record, process and store Your voice inputs (e.g., a recording and the interpretation of what was said), and use such voice inputs with other information about Your Television (e.g., device identifier) to provide services related to voice search to You, to improve the accuracy and quality of the service, and as described in our Privacy Policy. To learn more about voice search, visit the FAQ pages of Roku’s website at www.roku.com/support.

Advertising and Promotional Messages

Roku and the Content Providers reserve the rights to deliver and display advertising and promotional messages to You via the Software incorporated in the Television, and to include such advertising and promotional messages in or with any user interface, notice, or Content that is displayed via the Software incorporated in the Television.

No Warranty from Roku

This Agreement governs only Your access to and use of the Software, the Channel Store, and Your Roku Account. **Roku offers no warranty to You under this Agreement.**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TELEVISION, THE SEPARATELY LICENSED CODE, THE SOFTWARE, THE CHANNEL STORE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE FOREGOING ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ROKU (FOR ITSELF AND ON BEHALF OF ITS AFFILIATES) HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY OF THE FOREGOING, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OR REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ROKU AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT (I) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE TELEVISION, THE SOFTWARE, THE SEPARATELY LICENSED CODE, OR THE CHANNEL STORE, (II) THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, (III) THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, OR (IV) THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR

RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS OF WARRANTIES MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR THIRD PARTY LICENSORS AND/OR SUPPLIERS BE LIABLE FOR (I) ANY PERSONAL INJURY OR PROPERTY DAMAGE; OR (II) ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF REVENUE, PROFITS OR DATA OR USE, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) ARISING OUT OF, OR IN CONNECTION WITH, ANY TELEVISION, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THIRD PARTY CONTENT, THE SEPARATELY LICENSED CODE, OR YOUR USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY LAW, AND OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW FOR PERSONAL INJURY CASES, YOU AGREE THAT (A) THE TOTAL CUMULATIVE LIABILITY OF ROKU, ROKU'S AFFILIATES, LICENSORS AND/OR SUPPLIERS, INCLUDING LIABILITY RELATING TO ANY TELEVISION, ANY ROKU ACCOUNT, THE CHANNEL STORE, THE SOFTWARE, THIRD PARTY CONTENT, AND THE SEPARATELY LICENSED CODE SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100), AND (B) ROKU, ITS AFFILIATES, LICENSORS AND/OR SUPPLIERS SHALL NOT BE LIABLE TO YOU UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE TELEVISION.

Export Controls

You agree not to download any Content or Software, nor otherwise export or re-export the Television or the Software into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country as to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Television, the Channel Store or the Software, You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Dispute Resolution by Binding Arbitration, with Class Action Waiver and Choice of Law

1 You and Roku agree to be bound by the procedures set forth below to resolve any and all claims arising out of or relating to any aspect of this Agreement, whether based in contract, statute, tort, fraud, misrepresentation or any other legal theory, including but not limited to, claims relating to this Agreement, its formation, enforceability, performance or breach, and claims related to advertising, the Software, the Television, the Roku Account or the Channel Store, or your use of any of the foregoing. Each such claim is referred to individually as "Claim" and collectively as "Claims".

2 **YOU AND ROKU AGREE THAT, EXCEPT FOR THE CLAIMS IDENTIFIED IN PARAGRAPH 4 BELOW, ANY AND ALL CLAIMS BETWEEN YOU AND ROKU SHALL BE FINALLY SETTLED BY BINDING ARBITRATION.** The arbitration shall take place in Santa Clara County, California, and shall be administered by the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules, including (if applicable) the AAA's Supplementary Procedures for Consumer-Related Disputes. Please be aware there is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than the rules applicable in court, and review of the arbitrator's decision by a court is limited. **YOU AND ROKU FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIM AND MAY NOT PRESIDE OVER ANY CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE OR DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS AND MAY NOT AWARD ANY FORM OF CONSOLIDATED, REPRESENTATIVE OR CLASS-WIDE RELIEF.** Notwithstanding any provision in these terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration of a Claim between You and Roku is allowed to proceed on a class basis, then neither You nor Roku are entitled to arbitrate such Claim. This arbitration provision is subject to the Federal Arbitration Act. The arbitrator's award shall be binding on You and Roku, and may be entered in any court of competent jurisdiction.

3 Information on AAA and how arbitration is initiated can be found at www.adr.org or by calling 800-778-7879. For Claims between You and Roku of \$75,000 or less, You will be responsible for the initial arbitration filing fee, up to the amount of the initial filing fee if You were to initiate a lawsuit against Roku based on such Claims in court. If the arbitrator finds such Claims to be non-frivolous, Roku will pay any difference in such filing fees plus the arbitrator fees. For Claims between You and Roku in excess of \$75,000, if You are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Roku will pay as much of Your actual filing fees and the arbitrator fees for the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

4 This agreement to arbitrate does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court.

5 If the agreement between You and Roku to arbitrate in this provision is found to be invalid, unenforceable or inapplicable to a given Claim between You and Roku, then any and all proceedings to resolve such Claim must be brought exclusively in a federal court of competent jurisdiction in the Northern District of California or in a state court in Santa Clara County, California. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

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Contact Information

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