

AWSN.TV (“AWSN”)

TERMS OF USE

JungoTV, LLC (“**Jungo**”) is the owner of this website, and a license holder of content used on the website. By accessing the website, you acknowledge and agree to abide by these Terms of Use, which govern your use of our Service. Personally identifying information is subject to our Privacy Statement, the terms of which are incorporated herein by reference. Please review our Privacy Statement to understand our practices. **If you do not agree to these Terms of Use, you may not and should not use this website or any part thereof.**

As used in these Terms of Use, "our Service" or "the Service" means the personalized service provided by Jungo for discovering and watching contents through this website, including all features and functionalities, recommendations and reviews, the website and user interfaces, as well as all content and software associated with our Service.

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2. **AWSN Service**

- a. You must be eighteen (18) years of age, or the age of majority in your jurisdiction to view the Content, access the website, or subscribe to our Service. Individuals under the age of 18 the age of majority may utilize the website only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.
- b. The Contents viewed through this website are for your personal and non-commercial use only and may not be shared with individuals beyond your household. When accessing the Content via our website, or during your AWSN membership, we grant you a limited, non-exclusive, non-transferable right to access and view the Content through the website. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the Contents for public performances.

- c. You may view the Content primarily within the country in which you have established your account and only in geographic locations where we offer our Service and have licensed such Content. The Content that may be available to watch via our website will vary by geographic location and will change from time to time. The number of devices on which you may simultaneously watch the Contents may vary depending on your chosen subscription plan and is specified on the "Account" page.
- d. The website and the content library are regularly updated. In addition, we continually test various aspects of our Service, including but not limited to this website, promotional features and availability of the Content.
- e. Some Content may become available for temporary download and offline viewing on certain supported devices ("**Offline Titles**"). Limitations apply, including restrictions on the number of Offline Titles per account, the maximum number of devices that can contain Offline Titles, the time period within which you will need to begin viewing Offline Titles and how long the Offline Titles will remain accessible. Some Offline Titles may not be playable in certain countries and if you go online in a country where you would not be able to stream that Offline Title, the Offline Title will not be playable while you are in that country.
- f. You agree to use the website, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the Service or Content therein. Except as explicitly authorized in these Terms of Use, you agree not to perform any of the following:
 - i. archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the website;
 - ii. circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the website;
 - iii. use any robot, spider, scraper or other automated means to access the website;
 - iv. decompile, reverse engineer or disassemble any software or other products or processes accessible through the website;
 - v. insert any code or product or manipulate the content of the website in any way;

- vi. use any data mining, data gathering or extraction method;
 - vii. upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the website, including any software viruses or any other computer code, files or programs;
 - viii. commercial use of the Contents; and
 - ix. damage or infringe the rights of third parties in any way, including, without limitation, infringing on any third party's intellectual property or privacy rights.
- g. The quality of the display of the Content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD availability is subject to your Internet service and device capabilities. Not all Content is available in all formats. Default playback settings on cellular networks exclude HD. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a faster connection for improved video quality. A download speed of at least 5.0 Mbps per stream is recommended to receive HD Content (defined as a resolution of 720p or higher). You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. AWSN makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching the Content will vary based on a number of factors, including your location, available bandwidth at the time, the Content you have selected, and the configuration of your device.
- h. ***Passwords and Account Access.*** Upon creation of the AWSN account and charging of your designated Payment Method, you shall have access and control over your AWSN account and you shall be responsible for any activity that occurs through your account. To maintain control over the account and prevent anyone from accessing the account which could include information on viewing history, you should maintain control over the devices that are used to access the website and not reveal the password or details of the Payment Method associated to the account to anyone, or the third party accounts utilizing single sign on authentication to access your account. You are responsible for protecting the confidentiality of the password associated with your use of the website or your account, and for restricting access to your computer while logged into our Service. You are also responsible for

updating and maintaining the accuracy of the information you provide to us relating to your account.

You shall be responsible for any and all statements, acts or omissions made during any use of the website through your account. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your password, you should notify us immediately. We shall assume that any communications we receive via your account or the email associated with your account have been made by you unless we receive notice otherwise, and we may also require you to provide proof of identification. Our employees will never ask you for your password personally, by email, or through any modes of communication. Where necessary, you shall provide us with accurate, complete, and updated registration information about yourself. You may not select as your user ID a name that you do not have the right to use or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

3. **Membership**

- a. If you are viewing paid Content, you will be required to subscribe to our Service. Your subscription will continue and automatically renews unless terminated. To use our Service, you must have Internet access and provide us with one or more Payment Methods. "**Payment Method**" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method. Our Payment partners may have separate terms and conditions in order to process the payment and your acceptance of those terms is necessary to complete a membership transaction.
- b. We may offer a number of membership plans, including special promotional plans or memberships offered by third parties in conjunction with the provision of their own products and Services. We are not responsible for the products and services provided by such third parties. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership by clicking on the "Account" link of this website.
- c. **Free Trials.** Your membership for paid content may start with a free trial. The duration of the free trial period will be specified during sign-up and is intended to allow new and certain former members to try the Service. Free

trial eligibility is determined by us at our sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. Members of households with an existing or recent membership are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent membership to determine eligibility. Restrictions may apply for combining other offers with the free trial period. We will charge the membership fee for your next billing cycle to your Payment Method at the end of the free trial period and your membership will automatically renew unless you cancel your membership prior to the end of the free trial period. To view the applicable membership price and end date of your free trial period, click the "Billing details" link on the "Account" page of this website.

4. **Billing and Cancellation**

- a. ***Billing Cycle.*** The membership fee for the Service and any other charges you may incur in connection with your use of the Service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific billing date indicated on your "Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the Service. Membership fees are fully earned upon payment. In some cases, your payment date may change as when your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. Click on the "Billing details" link on the "Account" page of this website to see your next payment date. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of Service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.
- b. ***Payment Methods.*** To use the Service, you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or is no longer available to us for payment of your subscription fee. You shall remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the Service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

- c. **Updating your Payment Methods.** You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue charging the applicable Payment Method.
- d. **Cancellation.** You can cancel your membership at any time, and you will continue to have access to the Service through the end of your billing period. To cancel, go to the "Account" page on this website and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Account" page. If you signed up using your account with a third party as a Payment Method and wish to cancel your membership, you may need to do so through that third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the Service through that third party. You may also find billing information about your membership by visiting your account with the applicable third party.
- e. **Changes to the Price and Subscription Plans.** We reserve the right to change any of our subscription plans or adjust pricing for our Service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect after notice has been provided to you.
- f. **No Refunds.** Payments are nonrefundable and there shall be no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to your account through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

5. Intellectual Property Rights

- a. **Ownership of Rights.** We reserve and retain any and all rights, claims, titles and interests in and to any and all intellectual property in the website and all its Contents, including without limitation, in copyrighted works, trademarks, service marks, trade secrets, ideas, inventions, utility models, designs, patents, software and other intellectual property, all registered or not, contained in the website. You do not acquire any right, title, interest or claim

in any part of the website and its contents content as a result of your use of the website or any part thereof. Any transfer of rights shall be deemed null and void without our explicit prior written consent.

- b. **Feedback.** You hereby authorize us to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("**Feedback**"), including responses to questionnaires or through postings to the website, worldwide, exclusive, royalty-free, fully paid-up, irrevocable, unlimited, and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving our Service. In addition, you agree not to enforce any "moral rights" in and to the Feedback to the extent permitted by applicable law. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require us to comply with any additional obligations with respect to any of our current or future products, technologies or services that incorporate any Feedback.
- c. **Unsolicited Materials.** We do not accept unsolicited materials or ideas for Content, and is not responsible for the similarity of any of website's Content or programming in any media to materials or ideas transmitted to us. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against us and our affiliates regarding the use of such materials and ideas, even if the material or idea used is substantially similar to the material or idea you sent.

6. **Disclaimers of Warranties and Limitations on Liability**

- a. The website and all content and software associated therewith, or any other features or functionalities associated with the website, are provided "as is" and "as available" with all faults and without warranty of any kind. We do not guarantee, represent, or warrant that your use of the website or the Service will be uninterrupted or error-free. We specifically disclaim liability for the use of the website and our Service.
- b. To the extent permissible under applicable laws, in no event shall we or our subsidiaries, shareholders, directors, officers, employees, or licensors be liable, jointly or severally, to you for personal injury or any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever. You acknowledge and agree that you shall be solely responsible for your use of the website and the Service. We shall not be responsible for any direct, indirect, punitive, exemplary, statutory, incidental, special, consequential or

other damages, loss or injuries suffered by you or by any third party, arising out of or in any way connected to your use of the website, actions, omissions, errors, failure to perform, interruption, deletion, defects, delays, malware, file corruption, communication failure, unauthorized access, loss of data, denial of service, changes to the website, whether based on contract, tort, strict liability or otherwise, even if we have been advised of the possibility of damage beforehand or afterwards.

Your sole and exclusive remedy for any of the above claims or any dispute with us is to discontinue your use of the website and the Service. If such limitation of liability is deemed null or invalid by the applicable jurisdiction, our liability to damages or losses caused to you or to any third party due to any of the aforementioned claims or in connection with the website is limited to the amounts paid by you to us in connection with your use of the website and the Service in the six (6) month period preceding this applicable claim.

- c. ***Waiver and Release.*** By using the website and the Service, you may volunteer to participate in a program that may include physical exercise such as martial arts training, physical conditioning, and other exercise activity. You hereby and forever release and discharge and hereby hold us harmless, JungoTV, LLC and their employees, agents, partners, parent companies, managers, and directors (collectively, the “**Providers**”) from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with your participation in this or any exercise program including any injuries resulting therefrom. You recognize that exercise might be difficult and strenuous and that there could be dangers inherent in exercise for some individuals. You acknowledge that the possibility of certain unusual physical changes during exercise do exist. These changes include abnormal blood pressure, fainting, disorders in heartbeat, heart attack and, in rare instances, death. You understand that as a result of your participation in any of program, you could suffer an injury or physical disorder that could result in you becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. You recognized that an examination by a physician should be obtained by all participants prior to involvement in any exercise program. If you have chosen not to obtain a physician’s permission prior to beginning this exercise program, you hereby agree that you are doing so at your own risk. In any event, you acknowledge and agree that you assume the risks associated with any and all activities and/or exercises in which you participate. You acknowledge and agree that no warranties or representation have been made to you regarding the results that you will achieve from this program. You understand that results are individual and may vary. You acknowledge that you have thoroughly read this waiver and release and fully understand that it is a release of liability. By using the website or the Service, you are waiving

any right you or your successor might have to bring a legal action or assert a claim against the Providers for their negligence or that of their employees.

- d. During your use of the website or the Service, you may encounter pages which contain third party advertisements, content stored or products and tools offered, on or via third party sites, embedded or framed into the website as well as links to third party websites (collectively “**Third Party Material**”). We are not responsible for these third-party sites or Third-Party Material and these Terms apply only to your use of the website and the Service alone. We have no control over nor do we take any responsibility for third party websites’ content, policies and practices or data collection, including, without limitation, third party websites to which hyperlinks are contained in the website. By using the website, you hereby agree that we shall not be responsible for any damage, claim or liability in connection with your use of any third-party sites and Third-Party Material, including without limitation third party sites to which you have arrived via this website. You acknowledge and agree that we provide access to such Third-Party Material “as is” and “as available” without any warranties, representations or conditions of any kind. Any use by you of optional Third-Party Material is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms of the relevant third-party providers.
- e. The above limitations are without prejudice to the non-waivable statutory rights and to existing laws of some jurisdictions that do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages.

7. Termination, Changes to Website, and Removal of Content

- a. You understand, acknowledge, and agree that we may terminate your access to this website at our sole discretion, at any time, with or without reason or notice to you and without any liability on our part for such termination. We may terminate or restrict your use of this website if you violate these Terms of Use or are engaged in illegal or fraudulent use of the Service. We can also terminate your account or place your account on hold in order to protect you, us or our partners from identity theft or other fraudulent activity. Account termination may result in the destruction of any content associated with your account. We are not obligated to credit or discount a membership for holds placed on the account by either our representative or by our automated processes.
- b. We reserve the right to remove or make any changes to the website, its features, contents, materials, accessibility or any part thereof we see fit at our sole discretion and without liability on our part for such removal or change.

We have no obligation to store, distribute, update, correct or use any information uploaded to the website.

- c. You agree to indemnify, defend and hold us harmless, our affiliates, officers, employees, directors, contractors, agents and service providers from and against any losses, liabilities, expenses and damages, including reasonable attorney's fees resulting from your use of the website and any violation of these Terms of Use. Without derogating from the foregoing, we reserve the right, at our discretion, to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to indemnification by you without first obtaining our prior express written approval.

8. **Arbitration**

- a. If you are a AWSN member in the United States (including its possessions and territories), we hereby agree that any dispute, claim or controversy arising out of or relating in any way to the Service, these Terms of Use and this arbitration clause, shall be determined by binding arbitration or in small claims court. Nothing in this provision shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that we are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your membership.
- b. If you elect to seek arbitration or file a small claim court action, you must first send to Jungo, by certified mail, a written Notice of your claim ("**Notice**"). The Notice to Jungo must be addressed to: General Counsel, JungoTV, LLC, 1800 Vine St, Suite 219 Los Angeles, CA 90028 ("**Notice Address**"). If we initiate arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court.
- c. The arbitration will be governed by the Commercial Arbitration Rules (the "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Agreement, and will be administered by the AAA. The arbitrator is

bound by the terms of this arbitration clause. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration clause. Unless we agree otherwise, any arbitration hearings shall take place in California. The arbitrator's award shall be final and binding on all parties, except (i) for judicial review expressly permitted by law or (ii) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

- d. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
- e. We hereby agree that each may bring claims against the other only in your or its individual capacity, and not as plaintiff or class member in any purported class or representative proceeding. Further, unless we both agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

9. **Miscellaneous**

- a. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the laws of the state of California, U.S.A. without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.
- b. **Customer Support.** To find more information about our Service and its features, or if you need assistance with your account, please visit the Help Center on this website. In certain instances, Customer Service may be able to assist you best by using a remote access support tool through which we will have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between

these Terms of Use and information provided by Customer Service or other portions of this website, these Terms of Use will control.

- c. ***Survival.*** If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- d. ***Changes to Terms of Use and Assignment.*** We reserve the right to amend, add, or delete any provisions of these Terms of Use at any time and at our sole discretion. While we may and may not post notices regarding any modification to the Terms of Use, you are solely responsible for reviewing these Terms periodically to ensure that you are aware of any changes. The last revision of these Terms shall be reflected in the “Last modified” heading below. Your continued use of the website following any change or amendment to these Terms constitutes your acceptance of such change or update. If you do not agree or wish to be bound by these Terms as currently drafted and as may be amended from time to time, you should not use the website or cease your use immediately. We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets related to the applicable Service.
- e. ***Communication Preferences.*** We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, i.e., via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

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