
BGFLIX Terms of Use

Overview:

Welcome to BGFLIX! We are a subscription service that provides our members with access to motion pictures, and other audio-visual entertainment streamed over the Internet to certain Internet-connected TV's, computers and other devices.

These Terms of Use govern your use of our service. As used in these Terms of Use, "BGFLIX service," "our service" or "the service" means the service provided by BGFLIX for discovering and watching audio-visual entertainment, including all features and functionalities, website, and user interfaces, as well as all content and software associated with our service.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with BGFLIX (except for matters that may be taken to small claims court).

Please note that these Terms of Use include hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain devices, you may need to visit http://bgflix.com/BGFLIXTermsOfUse_20.11.2016.pdf to review these hyperlinked terms.

1. Acceptance of Terms of Use

- a. By using, visiting, or browsing the BGFLIX service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the BGFLIX service.
- b. The BGFLIX service is provided by one of its affiliated companies.
The BGFLIX is providing the service to you (referred to as "BGFLIX" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the BGFLIX service.

2. Changes to Terms of Use.

BGFLIX may, from time to time, change these Terms of Use, including the Privacy Policy, EULA and Social Terms. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We will endeavor to post prior versions of the Terms of Use, if any, for the preceding 12-month period. You can see these prior versions by visiting our website www.bgflix.com

3. Privacy.

Personally identifying information is subject to our Privacy Policy the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.

4. Communication Preferences.

By using the BGFLIX service, you consent to receiving electronic communications from BGFLIX relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the BGFLIX service, or in the "Your Account" page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with BGFLIX. 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. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new BGFLIX features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to the "Email preferences" link on the "Your Account" page of our website to manage your BGFLIX communications.

5. Membership, Free Trials, Billing and Cancellation

a. Membership

- i. **Ongoing Membership.** Your BGFLIX membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the BGFLIX service. We will bill the

monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.

- ii. **Differing Memberships.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with BGFLIX by visiting our website and clicking on the "Your Account" link. Some promotional memberships are 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. We reserve the right to modify, terminate or otherwise amend our offered membership plans.

b. **Free Trials**

- i. Your BGFLIX membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Free trials are for new and certain former members only. BGFLIX reserves the right, in its absolute discretion, to determine your free trial eligibility.
- ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "View billing details" link on the "Your Account" page. We may authorize your Payment Method 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.
- iii. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. **CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY BGFLIX WEB PAGE (www.bgflix.com) TO FIND CANCELLATION INSTRUCTIONS.** We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.

c. **Billing**

- i. **Recurring Billing.** By starting your BGFLIX membership and providing or designating a Payment Method, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the BGFLIX service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.
- ii. **Price Changes.** We reserve the right to 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 to your service will take effect following email notice to you.
- iii. **Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your

Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your BGFLIX membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and click on the "View billing details" link on the "Your Account" page to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle. We can also create Custom Subscriptions according to the customer needs.

- iv. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service 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.
- v. **Payment Methods.** You may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the BGFLIX website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
- vi. **Cancellation.** You may cancel your BGFLIX membership at any time, and you will continue to have access to the BGFLIX service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, go to the "Your Account" page on our 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 "View billing details" on the "Your Account" page. If you signed up for BGFLIX using your account with a third party as a Payment Method, and wish to cancel your BGFLIX membership at any time, including during your free trial, you may need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the BGFLIX service through that third party. You may also find billing information about your BGFLIX membership by visiting your account with the applicable third party.

6. **BGFLIX Service**

- a. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the BGFLIX service. Individuals under the age of 18, or applicable age of majority, may utilize the service 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 BGFLIX service and any content viewed through our service are for your personal and non-commercial use only. During your BGFLIX membership, we grant you a limited, non-exclusive, non-transferable, license to access the BGFLIX service and view movies and TV shows through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.
- c. The content that may be available to watch will vary by geographic location. BGFLIX will use technologies to verify your geographic location. **THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH IS LIMITED.** Go to the change plan information in the "Your Account" page to see the number of devices on which you may simultaneously watch. The number of devices available for use and the simultaneous streams may change from time to time at our discretion.
- d. We continually update the BGFLIX service. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, delivery and pricing. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our service.
- e. You agree to use the BGFLIX service, 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. You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the BGFLIX service without express written permission from BGFLIX and its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the BGFLIX service; use any robot, spider, scraper or other automated means to access the BGFLIX service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the BGFLIX service; insert any code or product or manipulate the content of the BGFLIX service in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to 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 BGFLIX service, including any software viruses or any other computer code, files or programs.
- f. The quality of the display of the streaming may vary from computer to computer, and 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.
- g. BGFLIX streaming software is developed by, or for, BGFLIX and is designed to enable streaming of content from BGFLIX through BGFLIX ready devices. This software may vary by device and medium, and functionalities may also differ between devices. **BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE END USER LICENSE AGREEMENT AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE BGFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE. WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE**

WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the BGFLIX service. If your BGFLIX ready device is sold, lost or stolen, please deactivate the BGFLIX ready device. If you fail to log out or deactivate your device, subsequent users may access the BGFLIX service through your account and may be able to access certain of your account information. To deactivate a device, follow instructions on the "Your Account" page of our website www.bgflix.com/YourAccount).

- h. We may terminate or restrict your use of our service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the service.

7. Passwords & Account Access

- a. The member who created the BGFLIX account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the BGFLIX account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting BGFLIX Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.
- b. In order to provide you with ease of access to your account and to help administer the BGFLIX service, BGFLIX implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the BGFLIX service, which includes accessing via BGFLIX ready devices or website.
- c. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the BGFLIX website and not through a hyperlink in an email or any other electronic communication, even if it looks official. BGFLIX reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. BGFLIX is not obligated to credit or discount a membership for holds placed on the account by either a representative of BGFLIX or by the automated processes of BGFLIX.

8. Disclaimers of Warranties and Limitations on Liability

- a. THE BGFLIX SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE BGFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. BGFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE BGFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. BGFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, BGFLIX READY DEVICES, AND BGFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).
- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL BGFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR 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.

- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
 - d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. 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.
9. **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.