



Terms of Use

Effective Date: June 15, 2021

1. Welcome

- a. These Terms of Use incorporate by reference the Anuvu Privacy Policy and the Anuvu Cookies Policy. The Anuvu Privacy Policy and Anuvu Cookies Policy are collectively referred to as the "Policies" and are found at www.anuvu.com/privacy. The Terms of Use and Policies are collectively referred to as the "Terms." The Terms are a legally binding contract between you and Global Eagle OpCo LLC, DBA Anuvu Operations LLC, its affiliates and subsidiaries ("Anuvu," "we," or "us") regarding your use of Anuvu's websites (including this website at www.anuvu.com), online portals for Anuvu's customers ("Customer Portal," including www.iris.anuvu.com) connectivity and media platforms, and mobile-enabled applications that link to these Terms (collectively, the "Services"). Elements of the Services include access to visual interfaces, graphics, photographs, images, screen shots, text, design, information, digitally downloadable files, data, computer code (including source code or object code), products, software, content (e.g., movie, shows, games), trademarks, logos, product and program names, slogans, and compilations of same ("Materials"). To the extent you purchase content subscription(s), licenses, or other services from Anuvu, such purchases or licenses are subject to additional terms and conditions ("Content Agreements") executed in writing by Anuvu and you. In the event of conflict between these Terms and any Content Agreement, the terms in the Content Agreement will prevail.
- b. PLEASE READ THESE TERMS CAREFULLY, INCLUDING THE ANUVU PRIVACY POLICY AND COOKIES POLICY. BY USING THE SERVICES OR MATERIALS AVAILABLE THROUGH THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING BINDING ARBITRATION, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY LIMITATIONS, AND CHOICE OF CALIFORNIA LAW. If you are not eligible or do not agree to the Terms, then you do not have our permission to use the Services or the Materials.

2. Binding Arbitration / Jury Waiver / Class Waiver.

- a. You and Anuvu agree that any controversy or claim arising out of or relating to the Services, the Materials, and/or these Terms, is subject to settlement by binding arbitration in Los Angeles, California in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"). Judgment upon the award rendered by the



arbitrator(s) may be entered in any court with proper jurisdiction. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. The arbitrator(s) will apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations and will honor claims of privilege recognized at law.

b. **THE ARBITRATOR(S) HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES. NEITHER YOU NOR ANUVU AGREES TO ANY ARBITRATION ON A CLASS BASIS, AND THE ARBITRATOR(S) HAVE NO AUTHORITY TO PROCEED ON SUCH A BASIS. A PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE JAMS RULES, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS PROCEEDING. UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, ARBITRATOR(S) WILL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTIES' CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.**

c. **BY AGREEING TO THE ARBITRATION OF DISPUTES, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT USE THE SERVICES OR MATERIALS AVAILABLE THROUGH THE SERVICES IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.**

3. **The Services Overview.** The Services are intended to provide you with internet connectivity and media and content delivery. The Services may also allow you to access a Customer Portal to review Materials. You may not access or use the Services for any other purpose. You are solely responsible for any information, images, videos, or other content or materials you upload to or transmit through the Services ("Communications Data").

4. **Eligibility.**

a. You must be at least 18 years old to use the Services or the Materials available through the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are an individual who is at least 18 years old; (b) you have not previously been suspended or removed from the Services; (c) your registration and your use of the Services and the Materials is in compliance with all laws, ordinances, rules and



regulations, currently in effect or enacted or promulgated during the Term, and as amended from time to time, of each jurisdiction in which the Services are used (“Applicable Laws”) and regulations. If you are under the age of 18 and not an emancipated minor or its equivalent under Applicable Laws, you are not authorized to use the Services or the Materials unless you have obtained the consent of your parent or legal guardian to use the Services and the Materials available through the Services.

- b. We operate the Services primarily from our offices in the United States, and we make no representation that the Services or the Materials are appropriate or available for use in other locations. If you access or use the Services or the Materials from a location outside the United States, you are responsible for compliance with local laws. You agree that you will not use the Services or the Materials in any country or in any manner prohibited by Applicable Laws, restrictions, or regulations.

5. **Accounts and Registration.**

- a. Certain areas of the Services, such as the Customer Portal, may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain Materials available through the Services or participate in certain features of the Services or any features at all.
- b. If the Services require you to create an account or otherwise submit information, you agree that you will provide accurate and complete information for your user account; that you will not impersonate a third party in your communications with Anuvu; that you will only submit information about yourself; that you will not email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Services or the Materials available through the Services; and that you will not authorize any other person or entity to use your account or to access restricted or protected content or features protected through the Services.
- c. It is your responsibility to maintain the completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. You are also solely responsible for the activity that occurs on your account. Anuvu is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. Anuvu is not responsible for any losses arising from unauthorized access to user information transmitted from or stored on a device, or from unauthorized or fraudulent transactions associated with the Services.



6. **Payment.** Access to the Services or the Materials may require you to pay fees. If Anuvu decides to charge fees for such access, Anuvu will provide you advance notice of those changes.

7. Licenses

- a. **Limited License.** Subject to your ongoing compliance with these Terms, Anuvu grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services and the Materials available through the Services solely for your personal, non-commercial use for lawful purposes, on devices that you own or control.
- b. **License Restrictions.** Notwithstanding the license to the Services and Materials granted in these Terms, you may not at any time, directly or indirectly, and may not permit any other person to: (i) download, reproduce, distribute, publicly display, or publicly perform the Services, any of the Materials, or any part thereof; (ii) use the Services or the Materials for any commercial purpose, in connection with products or services that are not those of Anuvu, or in any other manner that is likely to cause confusion among consumers, that disparages or discredits Anuvu or its licensors, that dilutes the strength of Anuvu's or its licensors' property, or that otherwise infringes Anuvu's or its licensors' intellectual property rights; (iii) reverse engineer, decompile, or make modifications to the Services, the Materials, or any part thereof; or (iv) interfere with or circumvent any feature of the Services, the Materials, or any part thereof, including any security or access control mechanism. If you are prohibited under Applicable Laws from using the Services or the Materials available through the Services, you may not use it.
- c. **Reservation of Rights.** Anuvu reserves all rights not expressly granted to you in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants to you or any third party any intellectual property rights or other right, title, or interests accessed through the Services, including any Materials available through the Services, by implication, waiver, estoppel, or otherwise.
- d. **Open Source Software.** The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute such components ("Open Source Components"). Although the Services are provided to you subject to these Terms, nothing in these Terms will be deemed to prevent, restrict, or otherwise



prevent or restrict you from obtaining such Open Source Components under the applicable third-party licenses or to limit your use to any Open Source Components.

8. **Acceptable Use and Conduct.** BY USING THE SERVICES OR THE MATERIALS AVAILABLE THROUGH THE SERVICES YOU AGREE NOT TO, DIRECTLY OR INDIRECTLY, AND WILL NOT PERMIT ANY OTHER PERSON TO:

- a. use or access the Services or the Materials available through the Services (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law;
- b. display offensive content on your computer or device, in view of another person;
- c. access any network or computer, including those providing the Services, in excess of the permission expressly granted to you;
- d. harm, threaten to harm, or conduct activities that may be harmful to others or that could damage Anuvu's reputation or the reputation of any third parties who have proprietary rights in any Materials available through the Services;
- e. violate any Applicable Laws or provide instructional information about illegal activities, including those related to export control, spam, gambling, obscenity, or computer access;
- f. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right, or violating any third party privacy right;
- g. collect or store personal data about other users;
- h. use the Services or the Materials for any commercial purpose;
- i. attempt to decrypt any encrypted or scrambled communications; introduce software or automated agents into the Services or the Materials;
- j. interfere with security-related features of the Services or the Materials, including by: (i) disabling or circumventing features that prevent or limit use or copying of any Materials; or (ii) reverse engineering, decompiling, or otherwise attempting to



discover the source code of any portion of the Services, except to the extent that such activity is expressly permitted by Applicable Laws notwithstanding this restriction;

- k. interfere with the operation of the Services or the Materials available through the Services or any user's enjoyment of the Services or the Materials available through the Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Services; (iii) attempting to collect personal information, Communications Data, or other information about another user or third party without their consent; or (iv) interfering with, disrupting or creating any undue burden on any network, equipment, or server connected to or used to provide the Services, or violating any regulation, policy, or procedure of any such network, equipment, or server;
 - l. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or accreditation, accessing any other Services account without permission, or falsifying your account registration information;
 - m. modify, translate, or create derivative works, adaptations, or compilations of the Services or the Materials or part thereof, or use, copy or reproduce the Services or the Materials or any part thereof, other than as expressly permitted in these Terms;
or
 - n. assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials or any right or ability to view, access, or use any Materials.
9. **Third-Party Services and Linked Websites.** Websites and services provided by third parties are not under our control, and we are not responsible for any third party services. The Services or the Materials may contain links to third-party websites. Linked websites are not under our control, and we are not responsible for them or their content. Information you submit at a third party site accessible from these Services are subject to the terms of that site's privacy policy, and Anuvu has no control over how your information is collected, used, or otherwise handled.



10. **Term; Termination of Use; Discontinuation and Modification of the Services and Terms.**

- a. These Terms shall commence as of the Effective Date and remain in full force and effect until terminated by Anuvu. To the fullest extent permitted under Applicable Laws, Anuvu shall have the right to terminate the Terms in its entirety for convenience upon thirty (30) days' prior written notice to you.
- b. if you violate any provision of these Terms, Anuvu may in its sole discretion terminate automatically, without notice, these Terms in its entirety or your permission from us to use the Services or the Materials available through the Services will terminate automatically. In addition, Anuvu may in its sole discretion suspend or terminate your access to the Services or the Materials at any time if you violate any provision of these Terms, if we no longer provide any part of the Services or the Materials available through the Services, or for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Services or the Materials available through the Services at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you.
- c. To the fullest extent permitted under Applicable Laws, we will have no liability whatsoever on account of any change to the Services or the Materials available through the Services or any suspension or termination of your access to or use of the Services or the Materials available through the Services. Upon the termination of any aspect of the Services, the Materials or these Terms for any reason, Anuvu may at its option delete any data you submitted through the Services. In case of such termination, discontinuation and modification in accordance with this Section, you are not entitled to claim damages from Anuvu.

11. **Privacy Policy; Additional Terms**

- a. **Privacy Policy.** Please read the Policies carefully for information relating to our collection, use, storage and disclosure of your personal information. You explicitly consent to the collection, hosting, use, disclosure and other processing or handling of your personal information (including sharing data with third party providers) as described in the Policies. When processing personal data each party shall comply with the respective obligations as stated in the Applicable Laws and in the EU General Data Protection Regulation 2016/679 ("GDPR"), as well as any other applicable national rule and legislation on the protection of personal data in the European Union that is already in force or that will come into force, including any measure, guideline and



opinion issued by the data protection authorities, the Working Party under Article 29 of Directive 95/46/EC, the European Data Protection Board under Article 63 et seq. of the GDPR and any other competent authority, and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union, or, and to the extent applicable, the data protection or privacy laws of any other Member State of the EEA (“European Data Protection Laws”).

- b. **Additional Terms.** Your use of the Services or the Materials available through the Services is subject to all additional terms, policies, rules, or guidelines applicable to the Services or the Materials that we may post on or link to from the Services or the Materials (the “Additional Terms”), such as end-user license agreements for any downloadable software applications, the Customer Portal, our informed consent forms, if applicable, or rules that are applicable to a particular feature or content on the Services, including the Materials. All Additional Terms are incorporated by this reference and made a part of these Terms.

12. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we will notify you of the modified Terms via a notification in the Services. Material modifications will be effective upon your acceptance of such modified Terms or upon your continued use of the Services after we send or post our notification of the changes, whichever is earlier. Other modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

13. **Ownership; Proprietary Rights.** The Services and the Materials available through the Services are provided by Anuvu and protected by intellectual property and other Applicable Laws. All Services and Materials are the property of Anuvu or third-party licensors. Except as expressly authorized by Anuvu, you may not make use of the Services or Materials. Anuvu reserves all rights to the Services and Materials not granted expressly in these Terms. You understand that you have no ownership rights in your account or other access to the Services, the Materials, or related features.

14. **Subcontractors.** You hereby consent to Anuvu’s engagement of third parties (including Anuvu’s affiliates) to perform, provide, or support the performance or provision of, all or any portion of the Services.



15. **Feedback.** If you choose to provide input or suggestions regarding your experience with the Services or the Materials (“Feedback”), then you hereby grant Anuvu an unrestricted, perpetual, irrevocable, non-exclusive, worldwide, sublicensable (through multiple tiers), transferable, fully-paid, royalty-free right to exploit such Feedback in any manner and for any purpose, including to improve the Services or the Materials available through the Services and create other products and services.
16. **Indemnity.** To the fullest extent permitted under Applicable Laws, you are responsible for your use of the Services and the Materials and you will defend and indemnify Anuvu and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Anuvu Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Services or the Materials available through the Services; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any Applicable Laws or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute or issue between you and any third party; and (e) fraud, intentional misconduct, criminal acts, gross negligence, or negligence committed by you. To the fullest extent permitted under Applicable Laws, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.
17. **Disclaimers; No Warranties.**
- A. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THE SERVICES AND ALL MATERIALS ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ANUVU ENTITIES DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICES OR THE MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) ANY WARRANTY AS TO WHETHER THE COMMUNICATIONS DATA OR OTHER INFORMATION AVAILABLE THROUGH OR TRANSMITTED BY THE SERVICES OR THE MATERIALS AVAILABLE THROUGH THE SERVICES IS TRUE, COMPLETE OR ACCURATE. THE ANUVU ENTITIES DO NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS WILL BE UNINTERRUPTED, SECURE, OR FREE OF



ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

- B. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE ANUVU OR ANY MATERIALS AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE ANUVU ENTITIES, THE SERVICES, OR THE MATERIALS, THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY HARM OR DAMAGE THAT MAY RESULT TO YOU FROM YOUR USE OF OR ACCESS TO THE SERVICES, YOUR DEALING WITH ANY OTHER SERVICES USER, AND ANY MATERIALS. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES, AND ANY USE, ACCESS, OR DOWNLOAD, OF MATERIALS, AND ANY ASSOCIATED SITES OR SERVICES, IS AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OR USE OF ANY MATERIALS.

- C. THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY APPLICABLE LAWS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

18. Limitation of Liability.

- A. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT WILL THE ANUVU ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, GOODWILL, REPUTATION, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ABILITY TO USE OR ACCESS THE SERVICES OR ANY MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY ANUVU ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. IN NO EVENT SHALL THE ANUVU ENTITIES BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THE ANUVU ENTITIES' REASONABLE CONTROL, INCLUDING ACTS OF GOD,



COMMUNICATIONS LINE FAILURES, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THESE SERVICES OR THE MATERIALS.

- B. THE TOTAL AGGREGATE LIABILITY OF THE ANUVU ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES, MATERIALS, OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS.
 - C. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF ANUVU'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAWS.
 - D. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
19. **Force Majeure.** To the fullest extent permitted under Applicable Laws, Anuvu will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) embargoes or any other applicable government order that prevents business transactions, (d) labor strikes; (e) telecommunications, network, computer, server or Internet disruption or downtime; (f) unauthorized access to Anuvu's information technology systems by third parties; or (g) other causes beyond the reasonable control of Anuvu.



20. **Governing Law and Venue.** These Terms and your use of the Services and the Materials are governed by the laws of the State of California without regard to conflict of laws principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Anuvu agree to submit to the exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for the purpose of litigating any dispute, and you hereby consent to the personal jurisdiction and this venue.
21. **General.** These Terms, including the Anuvu Privacy Policy and Cookies Policy, are the entire and exclusive understanding and agreement between you and Anuvu regarding your use of the Services and the Materials. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. Both you and Anuvu acknowledge and agree that no partnership is formed and neither of you nor Anuvu has the power or the authority to obligate or bind the other. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 7 through 22, along with the Anuvu Privacy Policy and Cookies Policy, will survive. As used herein, any reference to "including" shall mean "including, without limitation."
22. **Claims.** To the fullest extent permitted under Applicable Laws, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under Applicable Laws.
23. **Contact Information.** The Services are offered by Global Eagle OpCo LLC, DBA Anuvu Operations LLC. You may contact us by emailing us at privacy@anuvu.com email address or writing to us at Attention: Legal and Compliance Department, 1821 E. Dyer Road, Suite 125, Santa Ana, CA 92705.



24. **Consumer Protection Notice.** Please note that, if you are a consumer, the limitations in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

25. **App Users.**

- a. The use of the app version of the Services requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all related usage charges. You are required to send and receive, at your cost, electronic communications related to the Services and the Materials, including administrative messages, service announcements, and diagnostic data reports, as well as Service updates from Anuvu, your mobile carrier, or any third party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Services. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the services, including but not limited to payment of all associated third party fees incurred, including fees for information sent to or through the Services.
- b. Anuvu may, at its discretion, automatically download Service updates to your device from time to time. You agree to accept these Service updates, and to pay for any costs associated with receiving them. The Services may not work with all devices or all mobile carriers. Anuvu makes no representations that the Services will be compatible with or provided by all mobile carriers. In the event that fees are charged for the services, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services.

26. **Notice Regarding Apple.** This Section 25 only applies to the extent you are using our mobile application(s) on an iOS device. You acknowledge that these Terms are between you and Anuvu only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Services and the Materials. Apple has no obligation whatsoever to furnish any



maintenance and support services with respect to the Services. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by Applicable Laws, Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services and/or your possession and use of the Services infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Services. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that (x) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (y) you are not listed on any U.S. Government list of prohibited or restricted parties.