

Paramount+ Terms of Use

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Welcome to Paramount+!

The “Paramount+ Service” (or “**Service**”) is a digital content service that provides you with a personalised user experience. It includes the Paramount+ websites (the “**Website**”), applications (the “**App**”), and associated software including all features, functionalities and user interfaces, such as recommendations. The Service allows you to access and view content and materials, such as images, photos, sounds, music, text, graphics, logos, software, videos, programmes, live streams and channels (collectively, “**Content**”).

The Service is made available by the entity set out in Appendix 1 for the Territory in which you subscribed (“**Paramount**”, “**we**”, “**us**”, “**our**”).

These Terms of Use apply in respect of the Service made available in the countries and territories listed at Appendix 1 (each such country/territory as applicable being a “**Territory**”). Only the language version set out against each Territory in Appendix 1 will apply in that Territory. For more information on the personal data we collect from you to provide the Service, how we collect, store, use and share your personal data, please read our Privacy Policy available at <https://pplus.legal/privacy>.

1. ACCESS TO THE SERVICE

1.1 To access the Service, you must:

- (a) register an account (“**Account**”) (see Section 3);
- (b) have an active Subscription (as defined in Section 4.1(a)) (although some Content may be available to you without a Subscription);
- (c) use a Supported Device (see Section 7.1– **Compatible devices and updates**) with a high-speed connection to the internet; and
- (d) be located in the Territory in which you subscribed to the Service (although in certain circumstances, you may also be able to watch the Service whilst abroad (see Section 7.5 – **Using the Service abroad**)).

1.2 In some territories, limited Content may be available to view on the Service without registering an Account and/or signing up to a Subscription.

1.3 Access to certain Content may depend upon your Subscription plan, geographic location, whether you are able to maintain an internet connection, or sufficient bandwidth and the equipment used to access the Service.

2. AGE LIMITATIONS

2.1 You must be at least 18 years old, or the legal age of majority in your Territory (if over 18), to sign-up for an Account and a Subscription.

2.2 Persons under 18 may access the Service only under the supervision of a parent or legal guardian and through the parent or legal guardian’s Account, as otherwise subject to these Terms of Use.

2.3 Some content may not be suitable for children or people under the age of 18 (visit our Help Centre for more information).

3. ACCOUNT INFORMATION

3.1 When creating your Account or purchasing a Subscription, you must provide true, accurate and complete information to us, including contact details which allow us to contact you easily and

quickly. You may be able to use an account you already hold with a third-party platform or other partner to create an Account, such as your login details with a social media service.

- 3.2 You agree to keep your Account login credentials (including any contact details and payment details) up to date and accurate at all times while using the Service. We are not responsible for any losses or issues arising as a result of any inaccurate Account information provided to us by you.

4. **YOUR SUBSCRIPTION**

4.1 **Types of Subscriptions**

- (a) You may be able to access different types of subscriptions on or via the Service (including standalone subscription plans and add-ons ("**Add-Ons**") (each a "**Subscription**").
- (b) Subscriptions may (amongst other things) offer different Content, functionality, features, device compatibility or have certain conditions or limitations.
- (c) Any Content and Subscriptions to the Service may contain promotional trailers for other content on the Paramount+ Service, advertising, sponsorship and product placement, which may vary in frequency, volume and nature over time, depending on the type of Subscription you sign up to and/or the Content viewed. Subscriptions described as ad-free will still feature advertising breaks in live Content.
- (d) You must not prevent, or attempt to prevent, the display of advertisements on the Service, or use any ad blocker or similar tool. If you do not comply with this requirement then we may, on reasonable notice to you:
 - (i) suspend or terminate your Subscription; or
 - (ii) give you the option of moving to an alternative Subscription on a specified date, at the then-current price of that alternative Subscription. If you opt out of changing your Subscription plan and continue to prevent the display of advertisements on our Service, then we may suspend or terminate your Subscription.

4.2 **Plan switching**

- (a) If you sign up to a Subscription to the Service (excluding any Add-On) on our Website and wish to change it by upgrading: (i) your new upgraded Subscription will start as soon as you complete the upgrade process; (ii) any remaining free trial period will be lost; and (iii) any Promotional Offer that applies to your current Subscription may not apply to your new upgraded Subscription. When you upgrade, any unused days from your current Subscription will be credited towards the cost of your new Subscription. If you signed up to your Subscription through our App, via a third party partner or another company within the same group as Paramount (an "**Affiliate**"), please refer to your app store provider, the third party or Affiliate for further details on the availability, process and consequences of an upgrade.
- (b) If you sign up to a Subscription to the Service (excluding any Add-On) on our Website and wish to change it by downgrading: (i) you will only be able to do this after your free trial period ends; (ii) your new downgraded Subscription will start at the end of your current billing period; and (iii) any Promotional Offer that applies to your current Subscription may not apply to your new downgraded Subscription. If you signed up to your Subscription through our App, via a third party partner or an Affiliate, please refer to your app store provider, the third party or Affiliate for further details on the availability, process and consequences of a downgrade.

4.3 Information about your Subscription

- (a) If you sign up to a Subscription on our Website or on our App, details of the type of plan, the price, currency and whether the Subscription auto-renews will be provided to you before you complete your sign-up. If you have signed up to your Subscription on our Website, you can also access details about your Subscription and will be able to manage it at any time by going to your Account. If you have subscribed on our App, you can access details about your Subscription and will be able to manage it at any time by going to your app store account. If you have a Subscription (including as part of a bundle with other services) and did not sign up on our Website or through the App, you will need to refer to the relevant third party or other service for more information about how your Subscription behaves and, how to manage it.
- (b) If you are looking for more information about your Subscription, you can visit our Help Centre to find:
 - (i) further details of the features of each type of Subscription sold on our Website or on our App, including how to turn off auto-renew (if applicable) and cancellation;
 - (ii) (if available in your Territory) information on: (i) switching, upgrading or downgrading from one Subscription sold by us, or type of access, to another; or (ii) purchasing additional services, including any impact on your billing arrangements;
 - (iii) (if available in your Territory) information on any other services you may sign-up to, access or pay for via our Website or App (e.g. where access to another Paramount service, or a third party service, is bundled with your Subscription to the Service) and how to add such services to your Account for payment, billing and cancellation purposes; and
 - (iv) (if available in your Territory) information on how to line up a new Subscription sold by us to start when your current subscription period comes to an end, including eligibility requirements and the impact on your current Subscription.

4.4 Renewal of your Subscription

- (a) Certain Subscriptions automatically renew unless you cancel your Subscription before your next renewal date (or before the end of any free trial period or Promotional Offer period that covers the full cost of your Subscription). See Section 4.8 (**Cancellation**) for more information on how to cancel and when cancellation takes effect.
- (b) If you are a resident in France, including French Overseas Countries and Territories where the Paramount+ Service is available (together referred to under these Subscriber Terms as "**France**"), the terms in Appendix 3 (Section A) apply to any auto-renewing Subscriptions with a minimum term of 12 months or more.

4.5 Free trial period

- (a) Your Subscription may start with a free trial period. Free trial periods are available to new subscribers only (one per subscriber). We will inform you of the specific duration of any free trial period at the point of sign-up. You may not register (or attempt to register) multiple times for a free trial period using multiple names, addresses, email addresses or other means.
- (b) You will need to provide a valid payment method at the point of sign-up and will be charged automatically at the end of your free trial period, unless you cancel your Subscription before the expiry of such period.

4.6 Promotional Offers

- (a) Paramount, its Affiliates and/or our third party partners may make available promotional codes, discounts or other offers which may provide you with discounted access to the Service or access to the Service at no cost to you ("**Promotional Offers**").
- (b) Promotional Offers may take a variety of forms and may be made available on a standalone basis or provided as part of a bundle with other products or services sold by Paramount (or an Affiliate) or with the products or services of one of our third party partners.
- (c) You may only use and redeem Promotional Offers in accordance with the specific terms and conditions which apply to them. Please check the relevant terms and conditions of the Promotional Offer for full details, including: (a) who is eligible to take up the Promotional Offer; and (b) whether restrictions apply on combining a Promotional Offer with a free trial period, or with any other Promotional Offer. You may take advantage of any "new customer" Promotional Offer only once.
- (d) You may not register (or attempt to register or otherwise benefit) multiple times from the same Promotional Offer using multiple names, addresses, email addresses or other means.
- (e) Where a Promotional Offer is provided by a third party partner or an Affiliate, you may also be required to agree to the third party partner's or Affiliate's terms and conditions.
- (f) If you are eligible for a Promotional Offer involving a discount, your Subscription payments will be reduced based on the terms of that Promotional Offer. After the discounted promotion period, the then regular price of that Subscription will apply.
- (g) If you are eligible for a Promotional Offer that covers the full cost of your Subscription, you will still need to provide a valid payment method at the point of sign-up and will be charged automatically at the end of your promotional period unless you cancel your Subscription before the end of that period.
- (h) Where a new or subsequent Promotional Offer is made available after you have signed up to your Subscription, no retrospective refunds, adjustments or price protection will be applied to your payment in light of that Promotional Offer.

4.7 **Billing**

- (a) The length of your billing cycle will vary based upon the type of Subscription you choose when you subscribe.
- (b) Payment will be taken automatically:
 - (i) at the start of your Subscription (or at the end of any applicable limited free trial period or Promotional Offer period that covers the full cost of your Subscription unless you have cancelled your Subscription before the end of the trial or Promotional Offer period); and
 - (ii) at the start of each billing period, if you have a recurring Subscription, in all cases, unless you cancel your Subscription in advance of the next billing date.
- (c) If you sign up to a Subscription directly from us, you authorise us to charge the payment method chosen by you when you first subscribed or any updated payment method you provide after you subscribed with the cost of your Subscription ("**Primary Payment Method**"). You may have the option to set up multiple payment methods (each of these is called a "**Backup Payment Method**" in these Terms of Use) associated with your Account. In the event you submit multiple Backup Payment Methods, you authorise Paramount to charge any such Backup Payment Method in the event the Primary Payment Method fails or cannot be charged for any other reason.
 - (i) When providing a Primary Payment Method on sign-up (or by updating it subsequently) or if you have the option to add a Backup Payment Method on your Account, a nominal charge may be taken for verification purposes.

- (ii) Changing your Primary Payment Method or your Backup Payment Method may adjust the day upon which we usually take payment for your Subscription renewal.
 - (iii) You must not provide a Primary Payment Method or Backup Payment Method without authorisation from the relevant owner.
- (d) If you sign up to any Add-Ons, such Add-Ons will be charged separately and in addition to any of your other active Subscriptions. Add-Ons may have different billing cycles to your other Subscriptions.
- (e) If a payment fails, because your Primary Payment Method has expired or it is declined, you have insufficient funds, or otherwise, and you do not provide a valid Backup Payment Method or cancel your recurring Subscription, we reserve the right to suspend access to your Subscription and/or your Account until we (or the relevant third party) have obtained a valid payment method. In these circumstances:
 - (i) you authorise us to re-attempt the charge that was declined one or more times using the Primary Payment Method or any Backup Payment Method associated with your Account; and
 - (ii) following this, we may terminate your Subscription after we have provided written notice to you.
- (f) We use other companies (including Affiliates), agents and contractors to process card transactions and other payment methods. For some payment methods, the relevant issuer may charge you certain fees, such as a foreign transaction fee or other fees relating to the processing of your payment method. Charges imposed by the relevant issuer (and any taxes applicable to such charges) may vary depending on the payment method used. You will be solely responsible for any such charges (and any taxes on such charges) which may apply. Check with your payment provider for details.
- (g) To view your billing information or to update or change your payment method, go to your Account (unless you are paying via a third party or through another service, for example via Apple, Google or another of our third party partners, in which case see Section 4.10 **(Access or sign-up via third parties or Affiliates)** below).

4.8 Cancellation

- (a) Where you have signed up to a Subscription directly with us:
 - (i) you can manage or cancel your Subscription by going to your Account at www.paramountplus.com/account;
 - (ii) if you cancel your recurring Subscription in your Account:
 - (A) you will be able to continue to use your Subscription until the cancellation takes effect;
 - (B) cancellation will take effect:
 - (i) for free trials, at the end of the free trial period;
 - (ii) at all other times, including where a Promotional Offer applies to your Subscription, at the end of your current billing period;
 - (C) you will not be refunded for any fees you have paid. However, there are certain circumstances in which you may be legally entitled to a refund, which are set out in these Terms of Use; and
 - (iii) if you cancel a Subscription with Add-Ons, your access to the Add-On will automatically come to an end when the Subscription expires. Additional terms (including refund rights) may apply on cancellation of a Subscription with Add-Ons.

- (b) The cancellation terms in this Section 4.8 (**Cancellation**) do not impact or undermine your legal "right of withdrawal", which is described in Section 4.9 (**Right of withdrawal**), your rights in the context of a Major Change (as defined below) or your rights in relation to any legal guarantee regarding the Service that you benefit from, as referenced in Section 14 (**Our liability to you**).
- (c) If you signed up for a Subscription that is set to auto-renew through a third party (for example, via an app store or one of our third party partners) and wish to cancel it, you must follow the instructions for cancellation provided by such third party. For further details concerning your cancellation rights, see Section 4.10 (**Access or sign-up via third parties or Affiliates**).
- (d) If you signed up for a Subscription via an app store, you may also have the option to delete your Account via the App. To do so, you will first need to cancel your auto-renewing payments with your app store. Deletion of your Account will mean: (i) you will permanently lose access to your Account, any profiles associated with it and viewing preferences; (ii) you will lose access to the Service immediately; and (iii) you will not be entitled to a refund from Paramount in relation to the remainder of your billing period, although you may be able to request a refund from your app store (subject to their terms and policies).

4.9 **Right of withdrawal**

If you are a resident in Switzerland, the provisions of this Section 4.9 do not apply to you.

- (a) You have a legal right to withdraw from your contract with us within 14 days of sign-up.
- (b) Instructions on how to exercise this right, the consequences of exercising this right (including details of any amounts owed to us for the period from the beginning of your contract up to and including the day prior to your exercise of your right of withdrawal) and a model form that you can use are set out at the end of these Terms of Use in Appendix 2.
- (c) When you sign up to a Subscription, you may be asked to acknowledge that you will lose your statutory right to withdraw from your contract as soon as you subscribe and get access to your Subscription (though your general right to cancel your Subscription will still apply as described in Section 4.8 (**Cancellation**)).
- (d) If you have requested access to your Subscription and acknowledged that you therefore lose your statutory right to withdraw under Section 4.9(c), Appendix 2 does not apply to you.

4.10 **Access or sign-up via third parties or Affiliates**

- (a) Other than in relation to Add-Ons (details of which are set out below), if you sign up for, access, or pay for a Subscription (including as part of a bundle) through a third party (e.g. an app store, platform or other streaming service) or Affiliate enabling access to Content via the Website or App, separate terms and conditions will be agreed with you and will apply to such sign-up, access or payment in addition to these Terms of Use ("**Additional Terms**").
- (b) If you are paying for a Subscription via a third party or an Affiliate, or via another service, and wish to cancel or change your payment method, you will need to do so through that third party, Affiliate or other service. Where there is any inconsistency between the provisions dealing with payment, billing and cancellation rights in the Additional Terms and these Terms of Use, the provisions in the relevant Additional Terms will apply.
- (c) If you have access to the Service through a bundled subscription provided by a third party or an Affiliate, or via another service, that third party or Affiliate may decide to change the characteristics, features, structure, price or other terms relating to that

bundled subscription from time to time. These changes do not constitute a change to our Service or these Terms of Use, and the terms and conditions of the relevant third party or Affiliate will govern such changes (including in relation to notices, cancellation and refunds resulting from those changes).

4.11 Add-Ons

- (a) You may be able to sign-up or gain access to an additional Subscription as an Add-On only at the point of sign-up to, or following the sign-up to, an underlying Subscription to the Service.
- (b) Additional terms and information applicable to Add-Ons (such as the charges, billing dates and cancellation rights) may be disclosed during sign-up.

4.12 Third party or Affiliate additional services

- (a) You may be able to sign up, access or purchase another Paramount service, or services operated or made available directly by a third party or Affiliate, via our Website or App (including as a standalone Subscription or bundled with a Subscription for the Service).
- (b) In these circumstances, separate terms and conditions will be agreed with you in addition to these Terms of Use.

5. CHANGES

5.1 Price changes

- (a) We may change the price of our Subscriptions from time to time to reflect the costs of:
 - (i) making improvements to the Service, Website or App. This includes improving the structure, design or layout of the Service (including as part of a re-structure or re-branding of the Service), or developing, amending, improving and/or expanding the features and functionalities available;
 - (ii) releasing the App on new devices;
 - (iii) improving the video and sound quality of Content;
 - (iv) the purchase, licensing, production or launch of Content, including relating to royalties, music licensing costs, content quotas, levies and audiovisual investment obligations;
 - (v) increasing or decreasing infrastructure and general administration costs associated with the operation of the Service, including but not limited to the technical distribution of the Service, costs for utilities and suppliers, personnel costs, and any taxes or levies imposed;
 - (vi) changes in the way we structure our operations such as investments made to improve our customer support or billing operations, or to handle changes to applicable laws and new regulatory requirements;
 - (vii) investments made to enhance security and anti-piracy measures;
 - (viii) updates that we must make to the Service which are, in our reasonable opinion, necessary to respond to changes in market conditions and/or market practice;
 - (ix) events outside of our control, such as a fire, flood or storm, which impact our operation of our Service or your access to the Content; and/or
 - (x) ensuring compliance with applicable laws and/or to reflect changes in relevant laws and regulatory requirements, such as mandatory consumer laws.

- (b) We will provide you with at least thirty (30) days' notice via email (or other durable medium that allows you to store the information) of any price change that applies to your Subscription. Price changes will not come into effect during your current billing period, so will only apply on renewal (if you have a Subscription that auto-renews). If you do not wish to continue your Subscription at the new price, you may cancel it before the start of the next billing period as described in Section 4.8 (**Cancellation**).
- (c) If you have signed up to a Subscription through one of our third party partners or another service, price changes may be subject to or governed by the separate terms of that third party.

5.2 Content changes

- (a) The Service will provide you with access to a selection of Content. This Content may change from time to time so that new content, such as programmes and channels, may become available whilst existing content will be withdrawn. The availability of Content may also change where third party rights-holders withdraw or restrict our right to use that Content on the Service, or for legal or regulatory reasons.
- (b) We may make content recommendations for you based on how you use the Service, but you alone decide what you want to watch from the available Content.

5.3 Updates and changes to the Service

- (a) We may regularly make changes to the Service in order to:
 - (i) implement technical adjustments and make improvements, such as adapting the Service to a new technical environment, transferring the Service to a new hosting platform;
 - (ii) upgrade or amend the Service, including ending support for older versions of the App or ending or changing the compatibility of the Service with the devices and platforms listed in the Help Centre, or releasing a new version of the App on certain devices, or otherwise amending or making modifications to existing features and functionality;
 - (iii) alter the structure, design or layout of the Service, including changing the name of the Service or re-branding, or amending, improving and/or expanding the features and functionalities available, including following a change in the way we operate or structure our business (including new ownership or control, or merging with another brand or service);
 - (iv) upgrade the video and/or audio quality of Content; and
 - (v) adapt the Service to changing market conditions, such as increased user numbers.
- (b) If we make any of the above changes ("**Changes**"), we will inform you.
- (c) If we make Changes which will negatively impact your access to or use of the Service in more than a minor way ("**Major Change**"), we will give you reasonable notice by email or other durable medium ("**Change Notice**"). The Change Notice will contain a description of the Changes, the date on which the Major Change will be made and information about your rights as described below.
- (d) In the event of a Major Change, you have the right to terminate the contract free of charge within 30 days. If a Major Change takes effect during your current Subscription, this means that you can cancel your Subscription (at no cost to you) within this 30 day period. If you cancel in these circumstances, we will refund any amounts you have paid for your Subscription but not yet received. If you continue to use the Service after the end of this period, you are indicating your acceptance of the Changes.
- (e) The period described in Section 5.3(d) begins either: (i) once you receive the Change Notice; or (ii) if the Change is made after you have received the Change Notice, when

the Change comes into effect. If you continue to use the Service after the end of this period, you are indicating your acceptance of the Change.

- (f) If we make updates to the Services in order to:
 - (i) ensure compliance with applicable laws and/or reflect changes in relevant legislation, case law and regulatory requirements;
 - (ii) meet testing, security and anti-piracy requirements;
 - (iii) fix bugs or ensuring Service compatibility with the devices and software we support (as listed in our Help Centre); and
 - (iv) maintain the operability of the Service,(each an "**Update**"), we will inform you of the availability of these Updates and (where installation is required) the consequences of not installing them.
- (g) All Updates and Changes referred to in this Section 5.3 are made without additional cost to you.
- (h) These Terms of Use shall apply accordingly to any changes made and to the use of the Service after any changes.
- (i) Unless we have expressly committed otherwise, the addition and removal of Content as described in Section 5.2 (**Content changes**), and any addition or increase in advertising or related commercial material, does not constitute a change to the Service (or any particular Subscription plan) or its scope of functions within the meaning of this Section 5.3.
- (j) There may be times when the Service is temporarily restricted or unavailable to you, including due to equipment malfunctions not caused by us, routine maintenance that may temporarily interrupt the Service, or where we need to perform urgent maintenance to support your continued use of the Service or if this is necessary with regard to the security, integrity and capacity limits of the Service. Such changes shall not be considered a Major Change provided that such changes are reasonable and do not restrict your use of the Service for a significant time.

5.4 Updates to these Terms of Use

- (a) We have the right to make changes to these Terms of Use at any time for the following reasons: (i) to correct errors, fix broken links or references, (ii) to improve clarity and/or understanding, (iii) add additional information about the Service; (iv) where we make changes to the Service or our Subscriptions, including where we change the way we structure our Service or expand the scope of the Service by adding new features, functionality, Subscriptions or Content; (v) to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment; (vi) where we reorganise the way we run our business, including merging with another brand or service; and/or (vii) to address security or privacy needs, including where we introduce additional security checks or software to protect our Content or Service. In addition, we provide the Service on an ongoing basis and cannot foresee what may change in the future. This means we may make changes or additions to these Terms of Use for reasons other than those set out above, provided that such amendments are reasonable.
- (b) **If you are a resident in France, the terms in Appendix 3 (Section B) shall apply instead of this Section.** If we change these Terms of Use in a way that will impact your legal rights or obligations, where possible we will notify you and give you the opportunity to read the new terms before such changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the Service, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can).

- (c) **If you are a resident in France, the terms in Appendix 3 (Section B) shall apply instead of this Section.** If we reasonably consider that any change to these Terms of Use will negatively impact your legal rights or obligations in a significant way, we will provide you with at least 30 days' notice of these changes and explain how to let us know if you refuse to accept the new terms.
 - (i) If you refuse to accept the new Terms of Use before the changes are due to take effect, the version of the Terms of Use that you previously accepted will continue to apply to your use of the Service until cancellation of your Subscription has taken effect.
 - (ii) If you do not refuse to accept any such changes before they take place, we will take that as your acceptance of the changes.
- (d) The most up to date version of the Terms of Use will always be available on the Website and App from its effective date.

6. **ADDITIONAL CHARGES**

You are responsible for connection costs, i.e. those charged to you by your respective providers in connection with your internet access or mobile data. Remember that streaming and downloading audio-visual content such as videos and games can use up a lot of data. Your mobile phone operator's standard messaging rates may apply for any SMS messages you receive from us.

7. **SERVICE FUNCTIONALITY**

7.1 **Compatible devices and updates**

- (a) Availability and functionality of the Service depends on the quality of your internet connection (see Section 7.2 (**Quality of Service**) below for further information), the type of Subscription you have chosen, any restrictions imposed by our commercial partners (including in relation to the rights granted to us), and whether you have a compatible device and operating system. The Service, or some features of the Service, may not be available on all devices and/or on all operating systems (or all versions of such devices and operating systems). Please visit the Help Centre before purchasing a Subscription and during your contract to see the full list of supported devices and operating system requirements for the Service.
- (b) To get the best experience and to ensure the Service operates correctly, we recommend that you accept any updates to the Service that we inform you about as and when they become available. This may also require you to update your device operating system.
- (c) As and when new operating systems and devices are released, we may over time stop supporting older versions. We will inform you of these changes via our Help Centre as soon as is reasonably practicable. You will find the current list of supported devices and operating system requirements in our Help Centre.
- (d) Your use of any updates, modifications to, or replacement versions of the Service will be governed by these Terms of Use and any additional terms you agree to when you install such update, modification, or replacement version.

7.2 **Quality of Service**

- (a) The sound and video quality of Content, and the time it takes to begin playback, may be affected by the format of the Content, your location, the speed and bandwidth of your internet connection or mobile data service, the device used and its configuration.
- (b) The Content available will vary depending on the rights available in your Territory.
- (c) Live Content (including linear channels) may be available in certain Territories and may be subject to blackouts, device-specific or rights limitations. Where other restrictions apply, we will advise you of these. Blackouts will be applied based upon

the city or region in which you are trying to access the Service and we may use different technologies and methods to verify your location at the time of access to the live Content.

7.3 **Maximum Streams**

You may be able to watch Content on multiple devices at the same time. However, the number of simultaneous streams permitted is dependent on your Subscription. You can find details of these restrictions in our Help Centre.

7.4 **Temporary Downloads and Offline Viewing**

Some of the Content on the Service is available for temporary download and offline viewing ("**Downloads**") but this is limited to specific supported devices and only available with certain Subscriptions. Limitations apply, including but not limited to: (a) restrictions on the total number of Downloads per Account; (b) the maximum number of devices that can hold Downloads; (c) the maximum number of times you can download each movie or show across multiple devices; (d) the time period within which you will need to begin viewing Downloads; (e) the time period you have to finish watching a Download if you pause your stream after you have begun watching the Content; and (f) how long Downloads will remain accessible. Downloads may not be available to play outside the Territory in which you subscribed unless you are a resident in the European Economic Area (the "**EEA**") and travel to another country within the EEA. If you cancel your Subscription, or we no longer have the necessary rights to the downloaded Content, access to such Downloads will automatically expire. Please visit our Help Centre for more information.

7.5 **Using the Service abroad**

- (a) If you are a resident in the EEA, you can access the Content normally available through your specific Subscription on the Service of the Territory in which you subscribed at no extra cost when visiting another country within the EEA ("**EEA Country**"). This means that if you are in an EEA Country, you can enjoy the same Service and access the same Content, in the same language while abroad that you can access and enjoy when you are at home. This access is only available if you are temporarily in another EEA Country and you have provided us with sufficient information so we can verify that your country of residence is in the EEA.
- (b) Without prejudice to Section 7.5(a), where permitted by us and at our sole discretion, you may also be able to access the Service from locations other than the Territory in which you subscribed, though we do not guarantee or commit to this and if we do provide you with such access, the Service made available in those countries and/or territories may differ in Content, features and functionality from the Service you access with your specific Subscription in the Territory in which you subscribed. Go to the Help Centre for more information about access to the Service when you are abroad.

8. **INTELLECTUAL PROPERTY; LICENSE**

- 8.1 The Content and the Service is protected by intellectual property and other laws in the U.S. and in other countries. You must comply with applicable copyright, trademark or other laws, legal notices or restrictions ("**Intellectual Property Rights**"). The Content we make available to you via the Service belongs to us or our third party licensors.
- 8.2 Use of our Intellectual Property Rights or anyone else's is not permitted other than as incorporated into the Service and permitted under these Terms of Use. You have no right, title or interest in our Service except for the limited licence granted to you under these Terms of Use.
- 8.3 You shall not remove or alter or in any way tamper with any copyright, trademark, or other legal notices or proprietary markings included in the Service or any Content.

- 8.4 Throughout the period of this contract, within the Territory (for the avoidance of doubt, where these Terms of Use cover multiple countries/territories, then this license only permits you to do the following in the country from which you subscribed for your Subscription, where applicable), we grant you a limited, non-exclusive, and non-transferable right to install and make non-commercial, personal use of the Service and to stream, download, temporarily store and view the Content. Except for the limited licence granted to you in these Terms of Use, we retain all right, title, and interest in and to the Service and the Content. No transfer of ownership to any portion of the Content shall be made as a result of any access you are granted.
- 8.5 In addition, except as expressly authorized by us in writing, you are strictly prohibited from:
- (a) modifying Content;
 - (b) creating, distributing or advertising an index of any significant portion of the Content; or
 - (c) creating derivative works or materials that otherwise are derived from or based in any way on the Content, including mash-ups and similar videos, montages, translations, desktop themes, fonts, icons, wallpaper, greeting cards, and merchandise. This prohibition from creating derivative works is applicable even if you intend to give away the derivative material free of charge.
- 8.6 Without limiting the foregoing, you may not modify, interfere with, enhance, remove, or otherwise alter in any way:
- (a) any portion of the video player on the Service (the “**Video Player**”);
 - (b) any of the Video Player’s underlying technology; or
 - (c) any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player.
- This restriction includes, without limitation, disabling, modifying, reverse engineering, interfering with or otherwise circumventing the Video Player in any manner that enables users to view Content without: (i) visibly displaying both the Video Player and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of the webpage where the Video Player is located; and (ii) having full access to all functionality of the Video Player, including, without limitation, all video quality and display functionality and all interactive, elective or click-through advertising functionality.
- 8.7 In the event of a material and/or repeated infringement of this Section 8, we may, without prior intervention of a court or arbitral body, block your access to the Service, your Account and/or terminate any Subscription you may have and pursue any rights or remedies available to us.
- 8.8 We reserve the right to prevent third parties from text and data mining of Content and any information on the Service.

9. **ACCEPTABLE USE**

- 9.1 Without limiting any other provision in these Terms of Use, you agree not to do the following, or assist any third party to do the following:
- (a) transmit, broadcast, display, perform, publish, license, offer for sale, make and/or distribute copies of any part of the Service except as expressly permitted by these Terms of Use;
 - (b) exhibit any Content or any part of the Service in any public place;
 - (c) access the Service or parts of the Service and/or sign up to your Subscription using a virtual proxy network;
 - (d) frame the Service or Content on (or incorporate any part of the Service into) another website, application, online service or audio-visual service, make the Service or Content available via in-line links, otherwise display the Service or Content in connection with an unauthorized logo or mark, or do anything that could falsely suggest a relationship between us or our Affiliates and any third party or potentially deprive us of revenue

(including, without limitation, revenue from advertising, branding, or promotional activities);

- (e) interfere with others using the Service or otherwise disrupt the Service;
- (f) attempt to alter, modify, transfer, disassemble, decompile or otherwise reverse engineer any software or other technology included in the Content or used to provide the Service;
- (g) collect or harvest any personal data of any user of the Service (including any Account information);
- (h) use any robot, bot, scraper, site search/retrieval application, proxy or other manual or automatic device, method, system or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service (including any geo-filtering mechanisms, or any digital rights management measures), your Subscription or the Content;
- (i) build a business or other enterprise utilizing the Service or any of the Content, whether for profit or not;
- (j) directly or through the use of any software, device, internet site, web-based service or other means download (except as otherwise described in Section 8.4), stream capture, store in a database, archive or otherwise:
 - (i) copy any part of the Service or Content, including any underlying software;
 - (ii) upload, sell, rent, lease, lend, broadcast, transmit or otherwise disseminate, distribute, display or perform any part of the Service or Content;
 - (iii) license or sublicense any part of the Service or Content; or
 - (iv) in any way exploit any part of the Service or Content;
- (k) engage in unauthorized spidering, "scraping," data mining or harvesting to gain access to the Content and/or the Service, or any Account, computer system, or network connected to the Service, or use any other unauthorized automated means to gather data from or about the Service; and/or
- (l) access any Service that we have not authorised you to access (including password-protected areas), link to password-protected areas, attempt to access or use another user's Account or information, or unless authorised by these Terms of Use, allow anyone else to use your Account or access your credentials.

9.2 You must not permit use of your Account by anyone other than people who live permanently at your primary personal residence.

9.3 You may be able to create multiple profiles under your Account. If you do so, you remain responsible for all activities that are carried out through your Account, regardless of which profile they are under, unless the activities are carried out by unauthorised third parties and you are not responsible for it. You acknowledge that we impose limits on the number of profiles you can create.

10. **USER SUBMISSION**

10.1 The Service may allow you to submit, transmit or upload audio, video, text or materials ("**User Generated Content**") or feedback or other comments ("**Feedback**") (together "**User Submissions**"). You are responsible for any User Submissions submitted, transmitted or uploaded by you.

10.2 You agree that you have all necessary rights to your User Submissions and that your User Submissions shall not violate or infringe upon any proprietary right, intellectual property right or other rights of third parties.

10.3 You promise that your User Submissions will not contain any: (a) swearing; (b) comments or actions which appear to be discriminatory of any person, company or group of individuals, for

example comments of a racist, sexist or homophobic nature; (c) comments or actions which promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (d) sexual innuendo, sexual language or sexual acts, actions or gestures; (e) promotion of any illegal unlawful activity such as drug use; (f) content which is tortious, defamatory, slanderous or libellous; (g) message that appears to be an advertisement or solicitation to buy; or (h) materials (whether written or visual) that directly or indirectly relate to our competitor brands.

- 10.4 We do not endorse or guarantee the accuracy of User Submissions by other users, which you may encounter via our Service.
- 10.5 We may remove User Submissions if the User Submission is in breach of these Terms of Use or is otherwise in breach of applicable laws.
- 10.6 We are not responsible for the storage or deletion of your User Submissions, or the use of your User Submissions by any third party.

11. **UNSOLICITED SUBMISSIONS**

We do not accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, suggestions, ideas or concepts. It is our policy to delete any such submission without reading it and any such submission will not be treated as confidential information. Any similarity between an unsolicited submission and any elements in any creative work on the Service would be purely coincidental. Any unsolicited submissions are not treated as User Submissions (described above) and we do not claim ownership in any such unsolicited submissions, and you agree that you do not have any right to compensation or credit of any kind in relation to the same.

12. **THIRD PARTY CONTENT**

- 12.1 We may provide third party content (including advertisements) or links to third party websites on the Service. We have no control over, and assume no responsibility for, the availability, content, privacy policies, or practices of any third party websites. We do not endorse or evaluate third party content and websites, and we do not assume responsibility for third parties' actions or omissions. We are not responsible for those external third party sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence or any advertising, products or other materials on, or available from, such websites or resources.
- 12.2 Any interactions you may have with a third party as a result of using our Service will be between you and the third party. We are not responsible for any transactions with third parties or the provision of your personal information to such third parties.
- 12.3 In certain instances, you may be able to connect and/or link your Account to one of our third party partners and/or certain third party social media sites ("**Social Media Sites**"), including, without limitation, Facebook and X (formerly known as Twitter). If you connect to our Service through one of our third party partners or a Social Media Site, the third party partner or the Social Media Site will collect your information separately from us. You should review the third party partner or Social Media Site terms of service and privacy policies to understand how they are using your information and your rights in relation to such information.

13. **ENDING YOUR RIGHT TO USE THE SERVICE**

- 13.1 We can end our agreement with you (and consequently end your right to use all or part of the Service) or suspend your right to access all or any part of the Service at any time:
 - (a) on at least 30 days' prior notice via email or other durable medium if we discontinue all or any part of the Service, including your Subscription plan (unless we need to discontinue the Service (or any part of it) more quickly for urgent security, technical or legal reasons, including in order to comply with a court order or due to a corporate restructuring). If we discontinue a part of the Service you have subscribed to, we will

provide you with a refund for any amounts you have paid us for the Service but not yet received;

- (b) immediately on notice via email or other durable medium to you if: (i) you have breached these Terms of Use and (if it could be remedied) have not remedied that breach despite having been previously warned by us or instructed to remedy the breach; or (ii) if you use the Service or any part of the Service fraudulently, illegally or in any manner other than for its intended purposes;
- (c) immediately on notice via email or other durable medium (unless we reasonably consider that giving advance notice may be in violation of applicable law, regulations or codes of practice), where we are under an obligation to do so under applicable law, regulations or codes of practice; or
- (d) on reasonable notice via email or other durable medium to you for any reason other than those set out in (a) to (c) above, provided that if you have an active Subscription directly with us we will ensure that you either: (i) have access to your Subscription for the remainder of your subscription period; or (ii) get a refund for the remaining portion of your subscription period after the date on which our agreement ends.

Your cancellation rights are set out in Section 4.8 (**Cancellation**).

13.2 If we block your access to the Service, your Account and/or terminate any Subscription you may have under Section 13.1(b) above, we will in any case inform you via email of our decision. You can oppose our decision via email at support@paramountplus.com, no later than 15 days from the receipt of our notice. We will review your email and aim to reply to you within 15 days of its receipt. We will restore access to the Service or to your Subscription without delay if we determine that you have provided valid reasons that our action was not justified.

13.3 If we end your rights to use the Service, your Account or your Subscription you must stop all activities authorised by these Terms of Use.

14. **OUR LIABILITY TO YOU**

14.1 If you are resident in the EEA, national consumer laws may provide you with a legal guarantee that the Service will be in legal conformity at the time of supply and during the life of our contract with you. Under this legal guarantee, we will be liable for any lack of conformity of the Service and you may have a right under your local laws to: (a) have the Service brought back into conformity; (b) a proportionate refund; or (c) terminate the contract. If you are resident in France, the terms in Appendix 3 (Section C) apply to the statutory guarantees of the Service and Content.

14.2 Unless caused by our negligence or own breach, we are not responsible for:

- (a) any use by you of the Service or Content which isn't authorised by us under these Terms of Use, including loss of profits if you attempt to use or display the Service for any commercial purpose;
- (b) any malfunction or interruption to the Service or Content due to circumstances outside of our control that prevent us from fulfilling our obligations to you, or that can be considered a "force majeure event" under local law (where applicable). This could be due to things such as: (i) lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, pandemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action; or (ii) other actions of third parties we do not control;
- (c) any lack of functionality or failure to provide any part of the Service or the Content, or any loss of content or data that is due to:
 - (i) malfunctions or faults in your chosen equipment, devices, operating system or internet connection (including malware, viruses or bugs originating from third parties or on any of your devices);

- (ii) your failure to download or install any update or the most recent published version of the Service in order to benefit from new or improved features and/or functionality, or to meet any compatibility requirements, where we have informed you about the update, explained the consequences of failing to install it and provided installation instructions;
 - (iii) your failure to download or install any update to your chosen device, operating system or third party software;
 - (iv) unpredictable and insurmountable actions by third parties referred to in Sections 4.10 and 4.12 (for example an app store or one of our third party partners); or
 - (v) your internet connection not meeting the minimum bandwidth and/or speed requirements as detailed in the Help Centre.
- (d) incompatibility of any part of the Service or Content with any devices or operating systems other than those supported as listed in our Help Centre.

15. TRANSFER OF RIGHTS, SEVERABILITY AND WAIVER

- (a) The agreement between us and you is personal to you and no third party is entitled to benefit from the rights granted to you under it. You may not transfer these Terms of Use or your rights and obligations in these Terms of Use to anyone else. You agree that we can transfer our rights and obligations under these Terms of Use to any Affiliates or to any other company or firm or person provided that your Subscription and rights under this agreement will not be adversely affected as a result of such transfer.
- (b) We always have the right to transfer this agreement when we reorganise our business or ownership structure, including as a result of an acquisition, merger or joint venture, or other separation of the business.
- (c) If any paragraph or section, or if any part of a paragraph or section, of these Terms of Use is held to be unlawful, invalid or unenforceable by a court or legal authority, that paragraph or section, or any part of that paragraph or section, shall be treated as removed. The validity and enforceability of the remaining parts of these Terms of Use shall continue and will not be affected, as long as the unlawful, invalid, or unenforceable paragraph or section does not constitute a core provision of these Terms of Use, the removal of which would deprive the Terms of Use of their essence.
- (d) To the extent we fail to or decide not to exercise any right of claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.

16. GOVERNING LAW, JURISDICTION AND LANGUAGE

- (a) These Terms of Use and any disputes or claims arising out of or in connection with it are governed by and construed in accordance with the laws identified in Appendix 1, which are determined by the Territory in which you subscribed to the Service. However, (if different to the laws set out in Appendix 1), you also have the rights and protections of the mandatory consumer protection laws and regulations in your country of residence.
- (b) As a consumer, you have the right to refer the matter to a competent court of law where you reside.
- (c) You can find out what which language version of the Terms of Use applies to your Territory in Appendix 1. Only the language version set out against each Territory in Appendix 1 will apply in that Territory.

17. **CONTACT US**

Our customer service department can resolve most customer queries, concerns or complaints regarding the Paramount+ Service quickly and to the customer's satisfaction. Please contact us at support@paramountplus.com and we will try to resolve these issues as quickly as possible.

Appendix 1

Territories, Service Provider, Language, Governing Law

Territory in which you subscribed	Service Provider name, address, and email	Language	Governing Law
France, including: <i>Guadeloupe</i> <i>Martinique</i> <i>Guyane française</i> <i>La Réunion</i> <i>Mayotte</i> <i>Saint-Barthélemy</i> <i>Saint-Martin</i> <i>Saint-Pierre et Miquelon</i>	Paramount Pictures International Limited , a company incorporated in England under company number 03458440 whose registered office is at Building 5 Chiswick Park, 566 Chiswick High Road, London, W4 5YF, United Kingdom. support@paramountplus.com	French	French law
Ireland	Viacom International Media Networks U.K. Limited , company incorporated in England under company number 10344647, whose registered office is at 17-29 Hawley Crescent, London, NW1 8TT, United Kingdom. support@paramountplus.com	English	Irish law
Italy San Marino Vatican City	Paramount Global Italia S.r.l. , a company incorporated in Italy under business register at the Chamber of Commerce of Milano, Monza, Brianza and Lodi with number 07237600965, Rea 1945654, whose registered office is at Corso Europa N.5, 20122, Milano, Italy. support@paramountplus.com	Italian	Italian law
Switzerland	VIMN Germany GmbH , a company incorporated in Germany under company number HRB 113345 B whose registered office is at Boxhagener Strasse 80, 10245, Berlin, Germany. support@paramountplus.com	German	Swiss law

Appendix 2

Instructions on Withdrawal

AS SET OUT IN SECTION 4.9(D), THE PROVISIONS BELOW DO NOT APPLY IF, AT THE TIME OF SIGN-UP, YOU EXPRESSLY REQUESTED IMMEDIATE ACCESS TO YOUR SUBSCRIPTION AND ACKNOWLEDGED THAT YOU WILL LOSE YOUR STATUTORY RIGHT TO WITHDRAW FROM YOUR CONTRACT

Right of Withdrawal

You have a legal right to withdraw from your contract with us within 14 days of sign-up without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

If you wish to withdraw from this contract pursuant to the **Right to Withdrawal** in Section 4.9, you can either fill out this form and send it back – we will acknowledge receipt in due time – or provide a written statement clearly expressing your intent to withdraw, to be sent to support@paramountplus.com or to the postal address indicated for the Service Provider for your Territory in Appendix 1.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of the contract during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Sample Withdrawal Notice Form

Sample Withdrawal Form

To:

Paramount+

c/o Customer Support

[Insert the Service Provider for your Territory from Appendix 1]

Email: support@paramountplus.com

I/We* hereby give notice that I/we* withdraw from the contract concluded by me/us* for a subscription to Paramount+.

Subscription sign-up date:

Name of subscriber:

Email provided during sign up (the email associated with your Paramount+ account):

Address of subscriber:

Signature of subscriber (only if notice is sent on paper):

Date:

(*) Delete as appropriate

Appendix 3:

A: Statutory Terms Applicable to French Annual Subscribers

1. Article L.215-1: For service contracts having a definite term with a tacit renewal clause, the business shall inform the consumer in writing, by dedicated mail or email, at the soonest 3 months and at the latest 1 month prior to the deadline for terminating the contract of his/her ability not to renew the contract. This information shall be provided by clear and understandable terms and shall mention, within a frame, the termination deadline.

2. Article L215-1-1: Where a contract has been concluded by electronic means or has been concluded by another means and the trader, on the day of termination by the consumer, offers the consumer the possibility of concluding contracts by electronic means, termination shall be made possible by electronic means. To this end, the trader shall make available to the consumer, free of charge, a functionality enabling the consumer to give notice and take the necessary steps to terminate the contract electronically. When the consumer gives notice of termination of the contract, the trader shall confirm receipt of the notice and inform the consumer, on a durable medium and within a reasonable period of time, of the date on which the contract ends and the effects of the termination.

A decree lays down the technical procedures for ensuring that the consumer can be identified and that there is an easy, direct and permanent access to the functionality referred to in the second paragraph, such as the procedures for this functionality presentation and use. It determines the information to be provided by the consumer.

3. When this information has not been provided according to the first paragraph, the consumer is entitled to freely terminate the contract any time as from the renewal date.

4. Prepayments made after the last renewal date or, for indefinite term contracts, after the date of transformation of the definite term contract, are reimbursed within 30 days as from the termination date, net of the amounts due for performance of the contract until said termination date.

5. Provisions of this article apply notwithstanding articles submitting some contracts to specific rules regarding the consumer information.

6. By way of exception, the consumer may cancel the contract without charge at any time after the first renewal, provided that he/she changes address or household composition.

7. Article L.215-3: Provisions of this chapter are also applicable to contracts between businesses and non-professionals.

8. Article L.241-3: When the business has not reimbursed the consumer pursuant to article L. 215-1, the outstanding sums shall bear interests at the legal rate.

B: Further terms regarding changes to these Terms of Use applicable to French Subscribers

If we change these Terms of Use, we will notify you and give you the opportunity to read the new terms before such changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the Service, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can). If you do not agree with the change, you must terminate your Subscription before the change comes into force. If you do so, the latest version of these Terms of Use that you previously accepted will continue to apply to your use of the Service until the end of your Subscription period.

C: Statutory Guarantees under French law for the Service and Content applicable to French Subscribers

French law grants you as consumers the following statutory rights and guarantees in relation to the Service. we will therefore offer you the protection granted by law under the legal warranty of conformity provided by articles L. 224-25-12 to L. 224-25-26 of the French Consumer Code.

We are liable for supplying digital contents and services that comply with the contract and with the objective and subjective criteria set out by the law. Regarding one-off supply, we are accountable for any non-

conformity that exists at the time of supply and becoming apparent within two years of supply. Regarding digital content or service supplied on a continuous basis, we are accountable for any non-conformity which becomes apparent during the period in which it is supplied under the contract. We are also accountable, within the same time limits, for any non-conformity resulting from the incorrect integration of the digital content or service into the consumer's digital environment where this has been done by us or under our responsibility, or where the incorrect integration by the consumer is the result of deficiencies in the instructions provided by us.

For the 12 month period following the supply of the Service, the consumer is only required to prove the existence of the defect and not the date of its occurrence.

The legal warranty of conformity entitles consumers to have the digital content or service brought into conformity without undue delay following their request, at no cost and without major inconvenience to them.

Consumers may obtain a reduction in price by keeping the digital content or service, or they may terminate the contract by obtaining a full refund in return for renouncing the digital content or service, if:

1° The trader refuses to bring the digital content or service into conformity;

2° The compliance of the digital content or service is unjustifiably delayed;

3° The digital content or service cannot be brought into conformity without costs being imposed on the consumer;

4° Bringing the digital content or service into conformity causes major inconvenience to the consumer;

5° The non-conformity of the digital content or service persists despite the trader's unsuccessful attempt to bring it into conformity.

Consumers shall also be entitled to a reduction in price or to rescission of the contract where the lack of conformity is so serious that it justifies immediate reduction in price or rescission of the contract. In such cases, consumers shall not be obliged to request that the digital content or service be brought into conformity beforehand.

In cases where the lack of conformity is minor, consumers shall only be entitled to rescind the contract if the contract does not provide for payment of a price.

Any period of unavailability of the digital content or service for the purpose of bringing it back into conformity shall suspend the warranty that remained until the digital content or service was provided in conformity again.

These rights result from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

The trader which hinders the implementation of the legal warranty of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (Article L. 242-18-1 of the Consumer Code).

Consumers also benefit from the legal guarantee for hidden defects under Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or service has hidden defects.