



# Peacock Terms of Use

*Updated July 2, 2020*

*Welcome to the Peacock Terms of Use! Here, you'll find answers to your burning legal questions about our service (plus a hidden cake recipe!). We know you can't wait to get started, so without further ado, take it away, legal peacocks!*

These Terms of Use (including any future modifications, the "Terms") govern your use of the Peacock services, including peacocktv.com, Peacock mobile and connected TV applications, and all websites, applications, and other products and services that include these Terms or a link to these Terms (including all Content therein, the "Peacock Services"). The Peacock Services are made available to you by Peacock TV LLC (including its successors and assigns, "Peacock," "we," "us" or "our") and/or third parties. These Terms set out the agreement between us and you regarding how you can use the Peacock Services and what responsibilities you and we have to each other.

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PEACOCK SERVICES. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, INCLUDING MANDATORY ARBITRATION, NO CLASS RELIEF AND WAIVER OF YOUR RIGHT TO A JURY TRIAL.**

By accessing or using any of the Peacock Services, you agree to these Terms. If you do not agree to these Terms, please do not access or use the Peacock Services.

## 1. Terms and Modifications

These Terms are a contract between you and Peacock. These Terms include our [Privacy Policy](#), which form a part of these Terms ("Privacy Policy"). Our Privacy Policy explains how we may collect, maintain and disclose data regarding you and others.

Separate, additional terms may also apply to your use of the Peacock Services, including the [Help Center](#) ("Additional Terms"). Any Additional Terms will be posted in connection with the applicable Peacock Services. Applicable Additional Terms form a part of these Terms. Where any direct conflict exists between these Terms and any Additional Terms, the Additional Terms will control, provided that our Privacy Policy will control over any contradictory Additional Terms or provisions of these Terms. We may modify these Terms on a prospective basis at any time in our sole discretion. We will notify you of any material change to these Terms (for example, by posting a notice on the Peacock Services). Any material change to these Terms will be effective either thirty (30) days following our posting of the changes on peacocktv.com or, for new users who register during this 30-day period, at the time of registration, as applicable. Your continued access or use of the Peacock Services after the effective date of any changes to these Terms will be deemed as irrevocable acceptance of these Terms as modified. Customer service representatives are not authorized to modify these Terms or any Additional Terms, either verbally or in writing, and any such modification shall have no effect.

## 2. Eligibility, Registration and Accounts

The Peacock Services are for viewers in the United States (including its territories and possessions). You may not access or use the Peacock Services, or the applicable portion thereof, if you are outside of the United States (including its territories and possessions) or are barred from receiving the Peacock Services under these Terms or applicable law. Users that are under 18 years of age or who do not have legal capacity to enter into these Terms may not register for the Peacock Services or provide us with personal information.

The Peacock Services and any user names or passwords you use to access the Peacock Services ("Passwords") are for personal, non-commercial use only. You may not transfer your account (including your subscription, if applicable) or Passwords to any other party. You are responsible for all use of your account, including the use of your account by other members of your household. If others use your account or Passwords (with or without your consent), you will be responsible for ensuring that they comply with these Terms. You are solely responsible for maintaining the security and confidentiality of your Passwords, and you

comply with these terms. You are solely responsible for maintaining the security and confidentiality of your Passwords, and you agree to immediately notify us of any unauthorized use of your Passwords or other security breaches. We have the right to suspend your account for any reason, including due to a violation of these Terms.

### 3. The Peacock Services

The Peacock Services are constantly evolving and may change over time. We may change, suspend or discontinue any or all aspects of the Peacock Services at any time for any reason without notice or liability to you. You acknowledge that you have no expectation of continued availability of the Peacock Services. We have the right to suspend or terminate access to the Peacock Services and your accounts on the Peacock Services, including if we reasonably believe that you have violated these Terms.

### 4. Content

The Peacock Services may include content and other materials supplied by Peacock and third parties (“Content”). As between us and you, we own all rights in the Peacock Services and Content. Nothing grants you any rights in the Peacock Services or Content except as set forth in these Terms, including applicable Additional Terms. We grant you a limited, non-exclusive, non-transferable license to access and use the Peacock Services solely for personal and non-commercial uses. You acknowledge that Content is inherently subjective and the Peacock Services may include Content that you find offensive, indecent, explicit or objectionable (including, for example, if the Content contains outdated cultural references).

Content types, ratings, reviews, genres, categories, and descriptions are provided as suggestions to help navigation. We do not guarantee that you will agree with these suggestions.

Some aspects of the display of Content (for example, high definition for TV shows or movies and speed to initiate viewing) may vary from device to device, and may be affected by factors such as your location, the configuration of your device and the speed of your internet connection. We make no representations or warranties about the quality of your viewing experience on your device or other display.

The Peacock Services may limit your viewing to a maximum number of simultaneous streams as more fully explained in the [Help Center](#). We may change the maximum number of simultaneous streams of Content at any time in our sole discretion.

You should not rely on the Content you view for advice (such as legal and medical shows). If you are susceptible to photosensitive epilepsy or other photosensitivities, please be aware that some Content may contain flashing lights or sequences of patterns.

### 5. Subscriptions and Fees

#### a. Subscriptions and Fees.

We provide some of the Peacock Services to you free of charge, while other Peacock Services require you to sign up for a subscription and pay a subscription fee and applicable taxes (the “Peacock Subscription Services”). Unless otherwise stated on your sign-up page, if you sign up for a subscription, you agree that your subscription may be automatically renewed (subject to applicable law) for another subscription period of equal length (for example, monthly or annually) and at the then-current price for such subscription. You acknowledge that billing may not occur on the same date of each month, depending on when you signed up for the Peacock Services. By way of example, if you sign up for a monthly subscription on July 31, you will be billed on/near August 31, September 30, etc.). We reserve the right to change the terms of your subscription, including price, from time to time. We will attempt to give you advance notice of any such price changes prior to the next billing cycle, but we will not be able to notify you of any changes in applicable taxes. If you do not wish to accept a price change, you may cancel your subscription in accordance with these Terms.

#### b. Payment Method.

When you provide payment information, you represent and warrant that the information is accurate and that you are authorized to use the payment method provided. You acknowledge that we may process an authorization hold using your payment information in order to verify the information provided. You are responsible for keeping your payment details up-to-date by

changing the details in your account settings. Where your details change or are due to expire, we may obtain or receive from your payment provider updated payment details including your card number, expiration date and CVV (or equivalent). You authorize

us to continue to charge your card using the updated information so that you can continue to receive the Peacock Subscription Services.

If you do not pay any fees when due (for example, due to credit card expiration or insufficient funds), we may suspend or terminate your access to the Peacock Subscription Services. We also reserve the right to pursue any amounts you fail to pay in connection with your subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If you enter into a new transaction for the Peacock Subscription Services, including to restart your subscription, you agree that we may charge your payment method on file for the applicable subscription fees (and applicable taxes).

c. Cancellations and Refunds.

You may cancel your subscription to the Peacock Subscription Services at any time before the end of the current billing period, Trial Period (as defined below), or Bundle Period (as defined below) by logging in to your account and following the cancellation instructions. Subscription purchases are non-refundable, have no monetary value (for example, they are not a cash account or equivalent), and are purchases of only a non-exclusive, revocable, non-assignable and non-transferable right to use the Peacock Subscription Services.

You may not transfer, sell, purchase, barter, or trade your subscriptions or attempt or offer to do so. Any attempted transfer will be null and void. Except as may be set forth in Additional Terms or as required by applicable law, we are not responsible for any refunds or credits in connection with any modified, suspended or terminated subscriptions.

d. Promotional Codes.

Promotional codes for certain Peacock Subscription Services or Content may be available, including as part of promotions or Bundles (as defined below) offered by third parties. You may redeem promotional codes and Bundles according to the rules for that promotion or Bundle. Promotional codes can only be used once, cannot be redeemed for cash, and may not be combined with other offers. If you received a promotional code through an offer by a third party, additional conditions may apply.

e. Trial Periods.

Subscriptions to the Peacock Subscription Services may begin on a limited free trial basis for a specified period (a "Trial Period"), which may be subject to Additional Terms. We have sole discretion to determine your eligibility for Trial Periods. If you are required to provide payment information in connection with your Trial Period, your first payment will be charged to your chosen payment method following the expiration of the Trial Period, unless earlier terminated in accordance with these Terms. You may not receive a separate notice that your free trial is about to end or has ended, or that your paid subscription has begun.

f. Bundles.

Peacock Subscription Services may be offered as a bundle with third-party products, services or other offers (a "Bundle") for a specified period (a "Bundle Period") in accordance with applicable terms. We are not responsible for the products and services provided by such third parties. Bundles will be subject to Additional Terms, including those provided by such third parties. We have sole discretion to determine your eligibility for a Bundle and may limit your opportunity to participate in multiple Bundles. Your chosen payment method will be charged the then-current monthly fee for the Peacock Subscription Services included in your Bundle following the expiration of the Bundle Period, unless earlier terminated in accordance with the terms herein. You may not receive a separate notice that your Bundle Period is about to end or has ended, or that your subscription for the applicable Peacock Subscription Services has begun.

g. Temporary Downloads.

Some of the Peacock Subscription Services may provide you functionality to temporarily download Content to your device for off-line viewing within the Peacock Services, for instance within the Peacock mobile application. If your subscription permits temporary downloads, you acknowledge that (i) you have no right to distribute such Content or view or otherwise use such

Content through any means other than the Peacock Services, (ii) downloads may be subject to limitations, which may change from time to time, including with respect to Content type and amount, device limitations, accessibility of temporary downloads, and geographic restrictions on playback, (iii) Peacock makes no guarantee that the Content will be available off-line. For the

avoidance of doubt, downloaded Content will no longer be available to you if you terminate or change your subscription to a subscription that does not permit temporary downloads.

## 6. Wireless and Location-Based Features

### a. Wireless Features.

The Peacock Services may offer certain features and services that are available via your wireless device, such as the ability to access certain features, or download applications to your wireless device (collectively, "Wireless Features"). Your carrier may prohibit or restrict certain Wireless Features, certain Wireless Features may be incompatible with your carrier or wireless device, and your carrier may charge you fees based on your use of the Wireless Features. We are not responsible for any charges from your carrier or other third parties.

If you register for or use any Wireless Features, you agree that (i) we may send communications to your device regarding us or other parties in connection with those Wireless Features, and (ii) you will update your account on the Peacock Services to notify us of any changes to your contact information.

### b. Location-Based Features; Availability of Content.

The availability of Content on the Peacock Services may change from time to time and from place to place. Some Peacock Services may not function without access to location information and we will not be liable to you for limitations or restrictions on access to Content, including any blackouts, location or device-based limitations, Content-viewing windows, or other limitations regarding availability of Content to you.

## 7. Prohibited Actions

You may not use the Peacock Services in violation of any applicable laws or regulations. Except as expressly authorized by Peacock in writing, you may not copy, download, stream, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, make available, frame, deep-link to, transmit or re-transmit the Peacock Services, any part thereof, or any materials derived therefrom, except as set forth in these Terms or applicable Additional Terms. You may not use the Peacock Services for any business or commercial purposes or otherwise build a business based on any portion of the Peacock Services. You may not disable, remove or otherwise circumvent through any means (a) proprietary rights notices or indications of source (for example, © or TM) in the Peacock Services, (b) any digital rights management, content protection or access control measure associated with the Peacock Services, or (c) any advertisement on the Peacock Services. You may not use any technology, software, or services in connection with the Peacock Services that are intended or function to (i) block or obstruct any advertisements of any kind, or (ii) obscure or disguise your location when you are accessing the Peacock Services.

You may not insert any code into or manipulate the Peacock Services in any way. You may not use any manual or automated software robots, spiders, crawlers or other tools to access, scrape, aggregate or otherwise use the Peacock Services or any part thereof. You may not impose an unreasonable burden or load on the Peacock Services or their infrastructure.

You are responsible for all materials you upload, post, transmit or otherwise distribute on or through Peacock Services ("Upload"). The following prohibitions apply to your conduct and communications on or through the Peacock Services:

- You may not interfere with any other user's ability to use or enjoy the Peacock Services.
- You may not threaten, abuse, harass or invade the privacy of any third party.
- You may not cover, remove, block or obscure any Content, advertisements or other portions of the Peacock Services.
- You may not Upload any content or material that is (i) fraudulent, (ii) infringing on the rights of any third party, (iii) libelous, defamatory, obscene, pornographic, profane, indecent or otherwise inappropriate (including images of a sexual nature) or (iv) otherwise unlawful.
- You may not Upload a software virus or any other computer code or materials that may (i) disrupt, damage, or limit the functioning of the Peacock Services or any computer software, hardware or telecommunications equipment associated with the Peacock Services, or (ii) obtain unauthorized access to the Peacock Services or any data or other information of ours or of any third party.
- You may not attempt to gain unauthorized access to other computer systems or networks connected to the Peacock

**Services.**

- You may not use any software or device that allows automated gameplay, expedited gameplay or other manipulation, and you agree not to cheat or otherwise modify any Peacock Services or game experience to create an advantage for one user (including you) over another.
- You may not use the Peacock Services in any way (i) to advertise any commercial endeavor or otherwise engage in any commercial activity (for example, offering products or services, conducting raffles or contests or displaying sponsorship banners) or (ii) that solicits funds, advertisers or sponsors, whether or not for profit.
- You may not Upload unsolicited bulk communications of any kind. For instance, you may not send “mailbombs” (for example, emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or “spam” (for example, unsolicited emailing for business or other purposes).
- You may not solicit or collect information about other users of the Peacock Services or use any such information (i) for unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation or (ii) for any other commercial purposes.
- You may not impersonate any other person or entity. You may not manipulate headers or identifiers to disguise you or the origin of your User Content (as defined below). You may not misrepresent your professional or other affiliation with us or with any other party. You may not use the Peacock Services in a manner that suggests an association with our products, services or brands.
- You may not use any portion of the Peacock Services for any unlawful purpose, and you may not encourage or facilitate conduct that would constitute a criminal offense or give rise to civil liability.

You may not attempt any of the actions set forth in this “Prohibited Actions” Section or authorize, facilitate or induce others to do so.

We may require proof that you are following these rules at any time. We reserve the right to take, or to refrain from taking, any and all steps available to us once we become aware of any violation of these provisions. If you are involved in any violation of our systems’ security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

## 8. User Content

### a. Uploads and other Distributions.

The Peacock Services may include forums and other opportunities for you and other users to Upload (as defined above) content and materials (upon Upload, “User Content”). When you Upload any User Content, you hereby grant us and our licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid up, sub-licensable through multiple tiers, transferable, non-exclusive license to use, reproduce, adapt, publicly display, publicly perform, synchronize and otherwise exploit that User Content, including any Personal Elements (as defined below) in your User Content, in any manner and any media, formats, and channels now known or later developed or discovered throughout the universe in perpetuity, including in connection with advertising, promotions or Third Party Services (as defined below), without notice or payment to you. For instance, we and our partners may display advertising, promotions and other content in connection with your User Content and you will not be entitled to any associated revenue. You agree that we and our licensees may give you credit for your User Content, but are not required to do so. To the extent permitted by applicable law, you hereby waive and agree not to assert any “moral rights” or other proprietary rights in your User Content against us, our licensees, our representatives or other users. When you Upload any User Content, you also consent to the recording, use and reuse by us and our licensees of your voice, actions, likeness, name, appearance, profile photograph, performance, biographical material, and any other identifying information in your User Content as used or modified by us (collectively, “Personal Elements”).

When you Upload any User Content, you represent and warrant that you own that User Content or have sufficient intellectual property and proprietary rights in order to make the grants in these Terms. You agree to pay any monies owed to any party based on our and our licensees’ use of your User Content.

### b. Public Nature of Peacock Services; Deletions.

You acknowledge that you have no expectation of privacy or confidentiality with respect to any User Content. While we may offer you the ability to Upload User Content anonymously, we may still store your account information. For some of our features, other members may be able to publish their own comments to your comments. We may use User Content for any purpose, including to develop aggregate ratings, personalize site views, or market Content or other products.

If you Upload any User Content, you may not be able to remove it from the Peacock Services. We make no guarantees to remove User Content from the Peacock Services. Even if the Peacock Services give you an opportunity to delete User Content, we may retain the User Content in our backup files, which are not publicly available. We retain the right to make use of your Content in accordance with these Terms even after your User Content is deleted. You acknowledge that (i) deletion of your User Content from the Peacock Services will not result in, and we are not responsible for, the deletion of the User Content by third parties who previously had access to that User Content and (ii) termination of your account will not automatically delete User Content you Uploaded.

We also reserve the right to limit the storage capacity of your User Content. You assume full responsibility for maintaining backup copies of your User Content and we assume no responsibility for any loss of your User Content, for instance, due to its removal by us.

c. No Responsibility for User Content; User Disputes.

We are not responsible or liable for any User Content or any decisions made based on User Content. You are solely responsible for the User Content that you Upload and for any claims, losses or damages relating thereto.

We do not endorse any User Content that you or other users Upload, and we may remove or refuse to post any User Content that, in our sole discretion, is objectionable or violates these Terms. You acknowledge that you may encounter User Content on or through the Peacock Services that you find objectionable, offensive or otherwise inappropriate and you shall have no right against us based on User Content.

d. Idea Submissions and Feedback.

We do not accept unsolicited submissions for any media, products or services. Please do not make unsolicited submissions to us through the Peacock Services, including (1) Uploads of your User Content, (2) submissions through any third-party social network, website or other platform or (3) submissions by e-mail, text messages or other means (collectively, "Submissions"). We are not responsible for any similarity, in any media, of the Peacock Services, Content, programming or applications to your Submissions. Any Submissions will be deemed User Content and subject to the grants by you applicable to User Content in these Terms.

We have not agreed to and do not agree to treat as confidential any comments, information, ideas, concepts, reviews, techniques or other communication you may send to us, including via responses to questionnaires and other methods ("Feedback"). We shall be free to use, profit from, disclose, publish, or otherwise exploit any Feedback without compensation to you. Our receipt of your Submissions or Feedback is not an admission by us of their novelty, priority or originality and does not limit our right to contest intellectual property rights related to your Submissions or Feedback. Any Feedback will be deemed User Content and subject to the grants by you applicable to User Content in these Terms.

e. Designation of Agent.

You hereby appoint us as your agent with full authority to execute any document or take any action we may consider appropriate in order to confirm the rights granted by you to us in this Agreement.

## 9. Third-Party Authentication; Third Party Services

Use of the Peacock Services, or certain features or services provided in the Peacock Services, may require authentication by third-party service providers such as your cable, satellite or wireline provider or multichannel video programming distributor through which you receive video programming services (a "Third-Party Service Provider"). In such event, the authentication process and any information you provide therewith is strictly between you and the Third-Party Service Provider, and Peacock shall have no responsibility or liability with respect to such process. Any information you provide in connection with the authentication process shall be subject to the terms of use and privacy policies of the applicable Third-Party Service Provider.

For your convenience, the Peacock Services may include or provide links to websites, widgets, software or other products or services of other persons or entities ("Third-Party Services") that may interact with the Peacock Services. Third-Party Services

are provided solely as a convenience to you, and we are not responsible for Third-Party Services. The inclusion on any Peacock Services of a link to or other integration with a third-party service does not imply an endorsement by us. Please understand that

your rights and obligations while accessing those Third-Party Services will be governed by the agreements and policies relating to the use of those Third-Party Services.

*At Peacock, we don't make promises we can't keep. So, please see below for this very delicious, Peacock-approved, just-like-Grandma-used-to-make chocolate cake recipe:*

- First: Gather your ingredients

- 1/3 cup of butter
- 1 cup of sugar
- 1 egg
- 2 squares unsweetened baking chocolate
- 1 cup boiling water
- 1 tsp vanilla
- 1 tsp baking powder
- 1 1/3 cup flour
- 1/4 tsp salt
- 1 tsp baking soda

- Preheat your oven to 325 degrees

- Grease and flour cake pan

- Cream butter, add sugar and egg, and mix thoroughly

- Pour boiling water over cut up chocolate. Once melted, drain excess water into a cup to be added later alternately with flour.

- Add melted chocolate and vanilla to the butter, sugar, and egg mixture. Then, mix together dry ingredients. Fold in wet ingredients and left-over chocolate water into the dry mixture.

- Batter will seem thin, but do not add flour.

- Pour into greased and floured pan.

- Bake 30 - 40 minutes

*Enjoy! While we wish you could share a slice with us, feel free to share this recipe (tagging @peacocktv, of course). And now, back to your regularly-scheduled legal document.*

## 10. Merchants and Advertising

Your dealings with merchants or advertisers found on or through the Peacock Services, including any payments or contractual terms, are solely between you and that merchant or advertiser. We are not responsible for any loss or damage resulting from such dealings or from the presence of merchants or advertisers on the Peacock Services. We are not responsible for any confidential or personal information you provide through an advertisement or any subsequent transaction you enter into. These Terms do not govern your use of any non-Peacock website or destination that do not include a link to these Terms; additional terms may apply.

## 11. Devices and Charges

You are responsible for obtaining and maintaining all devices and other equipment and software, and all internet and wireless connectivity, mobile service, and other services needed for your access to and use of the Peacock Services, and you will be solely responsible for all charges related to them. We do not take responsibility for the performance of devices, including the ongoing compatibility of devices with Peacock Services. By using Peacock Services, you agree to look solely to the entity that manufactured and/or sold or leased you the device for any issues related to your device.

You are responsible for obtaining and maintaining all internet services, mobile service, and other services needed for your access to and use of the Peacock Services. You are responsible for any charges incurred in obtaining access to the Peacock Services. Please check with your internet service provider for information on possible data usage charges.

## 12. DISCLAIMER OF WARRANTIES; EXCLUSIONS AND LIMITATIONS OF LIABILITY

We make no representations or warranties as to Peacock Services (which, for purposes of this Section 12 only, shall include the Third Party Services) with respect to their accuracy, timeliness, reliability, completeness or otherwise.

WE PROVIDE THE PEACOCK SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PARENT COMPANIES, EACH OF OUR AFFILIATES, AND ALL SUCH PARTIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS (COLLECTIVELY, THE "PEACOCK PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE, AMAZON.COM, INC., GOOGLE, INC., MICROSOFT CORPORATION, SAMSUNG ELECTRONICS AMERICA, INC., OR ANY OTHER THIRD PARTY THAT OWNS OR OPERATES THE APP STORE OR PLATFORM THROUGH WHICH YOU ACCESS AND/OR DOWNLOAD THE PEACOCK SERVICES, OR THEIR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS, AS APPLICABLE, GIVE ANY WARRANTY, HAVE ANY RESPONSIBILITY OR HAVE ANY LIABILITY WITH RESPECT TO YOUR USE OF THE PEACOCK SERVICES, OR ANY CONTENT OR FUNCTIONALITY IN THE PEACOCK SERVICES, NOR SHALL THEY BE RESPONSIBLE FOR PROVIDING SUPPORT SERVICES WITH RESPECT TO THE PEACOCK SERVICES. NONE OF THE PEACOCK PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR ANY DAMAGES WHATSOEVER THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE PEACOCK SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND EVEN IF PEACOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NONE OF THE PEACOCK PARTIES SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE PEACOCK SERVICES. WITHOUT LIMITING THE FOREGOING, THE PEACOCK PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF (1) YOUR FAILURE TO COMPLY WITH THE TERMS OR (2) CONTENT POSTED TO THE PEACOCK SERVICES BY YOU OR ANY THIRD PARTY.

IN NO EVENT WILL THE PEACOCK PARTIES' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE PEACOCK SERVICES OR THESE TERMS EXCEED (A) THE AMOUNT (IF ANY) PAID BY YOU TO PEACOCK IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE LIABILITY OR (B) ONE HUNDRED DOLLARS (\$100), WHICHEVER IS LESS.

YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES YOU INCUR ARISING OUT OF THE ACTS OR OMISSIONS OF THE PEACOCK PARTIES OR YOUR USE OF THE PEACOCK SERVICES ARE NOT IRREPARABLE AND ARE INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE AVAILABILITY OF OR ANY PERSON'S ABILITY TO ACCESS ANY PORTION OF THE PEACOCK SERVICES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE LIMITATIONS SET FORTH IN THESE TERMS MAY NOT APPLY TO YOU. THE PEACOCK PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION. THIS PARAGRAPH WILL ONLY APPLY IF AN ARBITRATOR OR COURT WITH APPLICABLE JURISDICTION IN ACCORDANCE WITH THESE TERMS FINDS EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY TO BE UNCONSCIONABLE OR OTHERWISE VIOLATE APPLICABLE LAWS. NOTHING IN THESE TERMS SHALL EFFECT A WAIVER OF ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

### 13. Indemnification

You agree to defend, indemnify and hold harmless the Peacock Parties from and against any and all claims, demands, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees and costs) arising out of or related to (i) any breach of these Terms, (ii) your User Content, and/or content or materials Uploaded by any other subscriber or user of your account that infringes any intellectual property right of any person or entity or defames any person or violates their rights of publicity or privacy, and (iii) any misrepresentation made by you in connection with your use of the Peacock Services.



## 14. Infringement Policy

We respect the intellectual property of others, and we ask our users to do the same. The Peacock Services, including the Content and other materials incorporated by us in the Peacock Services (“Materials”), are protected by copyrights, patents, trade secrets or other proprietary rights. Some of the characters, logos or other images incorporated by us in the Peacock Services are also protected as registered or unregistered copyrights, trademarks, trade names and/or service marks owned by us or others. Pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act, we reserve the right, but without obligation, to terminate your license to use the Peacock Services if we determine in our sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. If you believe that any User Content is defamatory or infringes your intellectual property please send a written notice to the agent identified below to request a review of the alleged infringement:

By mail:

Peacock TV LLC

DMCA Agent

30 Rockefeller Plaza, 46th Floor, Office 4683E

New York, New York 10112

Attn: Peacock Technology Transactions Legal

By e-mail: [Peacock.DMCA@nbcuni.com](mailto:Peacock.DMCA@nbcuni.com)

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

- Your name, address, telephone number, and e-mail address;
- A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Peacock Services are covered by a single notification, a list of such works. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials;
- Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law; and
- A statement that the information in the notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

## 15. Links By You To the Peacock Services

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Peacock Services, so long as (i) the links only incorporate text, and do not use any trademarks, (ii) the links and the content on your website, application or other service (“Your Service”) do not suggest any affiliation with or endorsement by us or cause any other confusion regarding your relationship to us or our affiliates or to the Peacock Services, (iii) the links open in a new window and link to the full version of applicable Peacock Services, and (iv) the links and the content on Your Service do not portray us or our affiliates or our or their products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to us. We reserve the right to suspend or prohibit linking to the Peacock Services for any reason, in our sole discretion, without advance notice or any liability of any kind to you or any third party.

## 16. Local Regulations

We make no representation or warranty that the Content or Peacock Services are appropriate or available for use outside the United States (including its territories and possessions). Without limiting the geographic eligibility requirements set forth in these Terms and any Additional Terms, if you choose to access the Peacock Services from other locations, you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country in which

you reside.

## 17. Export Control

The Peacock Services are controlled and operated by us from our offices within the State of New York. You hereby represent and warrant that (i) you are not located in a country that is (a) subject to a U.S. government embargo (for example, Crimea, Cuba, Iran, North Korea or Syria) or (b) on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations, (ii) you are not listed on any U.S. or United Nations Security Council (UNSC) list of prohibited or restricted parties, including the list of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department or the U.S. Commerce Department's Denied Persons List, and (iii) you are not otherwise the target of U.S. or UNSC economic sanctions. You may not access, download or otherwise use any Peacock Services in violation of United States or UNSC export control or economic sanctions laws and regulations. Software in or from the Peacock Services are further subject to U.S. export controls. No software may be downloaded or otherwise exported or re-exported in violation of applicable laws, including without limitation to any end user in a U.S. embargoed country or territory or an end user included on any U.S., or UNSC government list of prohibited or restricted parties.

## 18. Binding Arbitration of All Disputes. No Class Relief.

This Section 18 is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and we agree that we intend that this Section 18 satisfies the "writing" requirement of the Federal Arbitration Act. If binding arbitration is adjudged by a tribunal to be unenforceable, the provisions of Section 19 shall apply to all relevant disputes between you and us.

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms, if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Peacock Services, (ii) any subscriptions or other purchases, transactions or relationships related to your use of the Peacock Services, or (iii) any data or information you may provide to us or that we may gather in connection with such use, interaction, subscriptions, purchases, transactions or relationships (collectively, "Peacock Transactions or Relationships"), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Peacock Services, or engaging in any other Peacock Transactions or Relationships with us, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using the Peacock Services, you agree that any complaint, dispute, or disagreement you may have against us, and any claim that we may have against you, arising out of, relating to, or connected in any way with these Terms or any Peacock Transactions or Relationships shall be resolved exclusively by final, confidential and binding arbitration ("Arbitration") before a single arbitrator administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at [www.jamsadr.com](http://www.jamsadr.com). If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect that would be applicable to the matter in dispute, we agree to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this Section 18, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, this Section 18 shall not prevent any party from seeking provisional remedies (that is, a temporary restraining order or preliminary injunction) from a court of appropriate jurisdiction. You further agree that:

### a. Single Arbitrator.

The Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and us (the "Arbitrator").

### b. Arbitrator Will Interpret This Agreement.

The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms and/or these

arbitration provisions in Section 18 hereof, including but not limited to any claim that all or any part of these Terms is void or voidable.

c. Location of Arbitration.

The Arbitration shall be held either: (i) at a location determined pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission.

d. Governing Law.

The Arbitrator (i) shall apply internal laws of the State of New York consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the U.S., irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with New York or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief.

e. No Class Relief.

The Arbitration can resolve only your and/or our individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated.

f. Written Award.

The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

g. Arbitration Costs.

In the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith.

h. Reasonable Attorney's Fees.

In the event you recover an Award greater than our last written settlement offer, the Arbitrator shall also have the right to include in the Award our reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but we shall in all events bear our own attorneys' fees.

i. Interpretation and Enforcement of Arbitration Clause.

With the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitrate any dispute between us and you, and must instead bring any claims subject to subsection (k) below and Section 19

claims subject to subsection (j) below and Section 18.

**j. Modification of Arbitration Clause With Notice.**

We may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after we have given notice of such modifications and only on a prospective basis for claims arising from Peacock Transactions or Relationships occurring after the effective date of such notification. If any modification pursuant to this subpart (j) is deemed to be invalid, unenforceable, or illegal, then the arbitration provisions effective at the time of your agreement to these Terms shall govern any dispute or disagreement between you and us regarding Peacock Transactions or Relationships.

**k. Small Claims Matters are Excluded. No Class Relief or Joinder of Claims.**

Notwithstanding the foregoing arbitration provisions, and subject to Section 18, at your option, you may bring any claim for damages you have against us in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

**l. Confidentiality of Arbitration.**

You and we agree to maintain the confidential nature of the Arbitration and shall not disclose the fact of the Arbitration, any documents exchanged as part of any mediation, proceedings of the Arbitration, the Arbitrator's decision and the existence or amount of any Award, except as may be necessary to prepare for or conduct the Arbitration (in which case anyone becoming privy to such confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by applicable law or court order.

## **19. Dispute Resolution Only if a Tribunal has Ruled that Arbitration is Prohibited by Applicable Law**

This Section 19 applies only where applicable law, as determined by a court with appropriate jurisdiction, prohibits arbitration of disputes in accordance with Section 18.

**a. Section 19 disputes.**

If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Peacock Services, the Content, these Terms or to any of our actual or alleged intellectual property rights (collectively, a "Section 19 Dispute"), then you and we agree to send a written notice to the other providing a reasonable description of the Section 19 Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 19(a). Your notice to us must be sent to:

By mail:

Peacock TV LLC

30 Rockefeller Plaza, 46th Floor, Office 4683E

New York, New York 10112

Attn: Peacock Technology Transactions Legal

By e-mail: [Peacock.Legal@nbcuni.com](mailto:Peacock.Legal@nbcuni.com)

For a period of sixty (60) days from the date of receipt of notice from the other party, we and you will engage in a dialogue in order to attempt to resolve the Section 19 Dispute, though nothing will require either you or us to resolve the Section 19 Dispute on terms with respect to which you and us, in each of our sole discretion, are not comfortable.

**b. Jurisdiction.**

The parties agree that the state or federal courts in New York shall have non-exclusive jurisdiction of any Section 19 Dispute.

The parties agree that the state or federal courts in New York shall have non-exclusive jurisdiction of any Section 19 Dispute.

c. Governing Law.

To the maximum extent permitted by the mandatory laws in your country of residence, these Terms and any Section 19 Dispute arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes), will be governed by, and construed in accordance with, the laws of the U.S. and the State of New York without regard to its conflicts of law provisions.

d. Injunctive Relief.

The foregoing provisions of this Section 19 will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Peacock Services, any Content, your User Content and/or our intellectual property rights (including such as we may claim may be in dispute), our operations, and/or our products or services.

## 20. Notice for California Users

Under California Civil Code Section 1789.3, California users of the Peacock Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

## 21. Terms Applicable to Third Party Platform Providers; Third Party Licenses

a. Third Party Platform Providers.

If you access or download the Peacock Services via an Apple, Inc. ("Apple"), Amazon.com, Inc., Google, Inc., Microsoft Corporation, Samsung Electronics America, Inc. ("Samsung") or any other third party app store or platform (each a "Third Party Platform Provider"), such Third Party Platform Providers shall be third-party beneficiaries to these Terms. However, these Third Party Platform Providers are not party to these Terms and have no obligation to provide maintenance and/or support of the Peacock Services. Peacock, not such Third Party Platform Providers, are solely responsible for the Peacock Services. Your access to the Peacock Services using the Third Party Platform Providers' app stores or platforms are subject to the usage terms set forth in the applicable Third Party Platform Provider's terms of service.

In the case of any Peacock applications accessed or downloaded via the Apple app store or platform, if such application fails to conform to any applicable warranty in these Terms, then you may notify Apple, and Apple will refund to you the purchase price (if any) of the application. Peacock, not Apple, is responsible for addressing any claims you or a third party may have relating to such application, or your possession and/or use of such application, including, but not limited to (i) product liability claims, (ii) any claims that such application fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation. In the event of any third party claim that such application, or your possession and use of such application, infringes that third party's intellectual property rights, Peacock, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

In the case of any Peacock applications accessed or downloaded via the Samsung app store or platform, if you wish to assert a claim against Samsung in connection with a Peacock application, such claim must be brought by you as an individual and not as a member of a class.

b. Third Party Licenses.

The Peacock Services may include open source software or third party software. Any such software is made available to you under the terms of the applicable licenses; please review the information set forth [here](#) for applicable license terms related to the Peacock Services.

## 22. General

### a. Applicable Law.

These Terms, any Additional Terms and the relationship between you and us shall be governed by the laws of the U.S. and the State of New York without regard to its conflicts of law rules. The Convention on Contracts for the International Sale of Goods does not apply to your access or use of the Peacock Services or these Terms.

### b. Venue.

Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms will be brought exclusively in the federal or state courts located in New York, New York, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

### c. No Waiver.

No failure or delay by us in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms.

### d. Severability.

Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect.

### e. Limited Time to File Claims.

You agree that regardless of any statute or law that establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Peacock Services, or these Terms, or other Peacock Transactions or Relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### f. Paragraph and Section Titles Are For Your Convenience.

The paragraph or section titles in these Terms are for convenience only and have no legal or contractual effect.

### g. Entire Agreement.

These Terms, including any Additional Terms, represent the entire understanding of the parties regarding its subject matter and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. These Terms may not be amended, altered or waived except in writing by the party to be charged.

### h. Assignment.

These Terms are binding upon and shall ensure to the benefit of parties and their respective successors, heirs, executor, administrators, personal representatives and assigns. You shall not assign your rights or obligations hereunder without our prior written consent, and any such assignment shall be void and invalid at the outset.

### i. Consent to Electronic Communications.

We may provide you information regarding your account and the Peacock Services in electronic form only. You agree that such notices and other communications sent electronically satisfy any legal communication requirements, including that requirements must be in writing.

j. Survival.

Sections 1, 4, 5, 8-10, 11-13, 16-19, and 21-22 of these Terms, and any other terms that by their nature survive these Terms, shall survive any termination of these Terms.

*Wow, you made it to the end of the whole document. Amazing! You deserve a long, satisfying binge. Thanks for taking the time to read through our terms. Welcome to the flock!*

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