

Subscriber Agreement (Switzerland)

Updated: 22 September 2023

The Walt Disney Company (Benelux) BV (“Disney+”, “we”, “us” “our”) welcomes you to the Disney+ Service. The “Disney+ Service” includes the Disney+ website, application, service plans and associated content and services.

PLEASE READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT ", OR "AGREEMENT") CAREFULLY BEFORE USING THE DISNEY+ SERVICE.

THIS AGREEMENT WILL GOVERN YOUR USE OF THE DISNEY+ SERVICE.

This Agreement sets out the terms you need to agree in order to use the Disney+ Service. If you do not agree to the Subscriber Agreement, you may not use the Disney+ Service. We may amend this Agreement. Any such amendment will be effective thirty (30) days following our dispatch of a notice to you (and we may also post details of the amendment on the Disney+ Service). If you do not agree to any change to this Agreement, you must discontinue using the Disney+ Service. Our customer service representatives are not authorized to modify any provision of this Agreement, either verbally or in writing.

List of Sections

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1. ELIGIBILITY AND REGISTRATION

- a. Eligibility and Age Limitations. Only residents of the countries where we offer the Disney+ Service are eligible to register for a Disney+ account. This Subscriber Agreement

applies in respect of the Disney+ Service made available in Switzerland ("Territory"). You must be 18 years of age or over to subscribe to the Disney+ Service. The Disney+ Service is provided to individuals for their personal, noncommercial use only. Companies, associations and other groups may not register for a Disney+ account or use the Disney+ Service.

b. Registration. Only individuals that have registered for a Disney+ account, provided certain information (e.g., a valid email address), and have agreed to the Subscriber Agreement are eligible to use the Disney+ Service. Insofar as the information is not requested in full during registration, we may request this information at a later date. You are responsible for maintaining the confidentiality and security of your username and password and for all activities that occur on or through your Disney+ account.

c. Account Sharing. Unless otherwise permitted by your Service Plan, you may not share your subscription outside of your household. "Household" means the collection of devices associated with your primary personal residence that are used by the individuals who reside therein. Additional usage rules may apply for certain Service Plans. For more details on our account sharing policy, please visit our Help Centre.

We may analyse the use of your account to determine compliance with this Agreement. If we determine that you have violated this Agreement, we may limit or terminate access to the Service and/or take any other steps as permitted by this Agreement (including those set forth in Section 6 of this Agreement).

You will be responsible for any use of your account by your household, including compliance with this section.

d. Unauthorized Access. You agree to immediately notify Disney+ of any unauthorized access of your Disney+ account. Disney+ will not be responsible for any losses arising from the unauthorized use of your Disney+ account, except where such unauthorized use is due to an act or omission by Disney+.

e. Notices. Any notices Disney+ sends to you may be made as follows: (i) by email to the last email address provided by you and (ii) by posting a notice on the Disney+ Service. You agree to provide and maintain accurate, current, and complete information, including your contact information for notices and other communications. You agree that we may take steps to verify the accuracy of information you provide.

2. SUBSCRIPTION TERMS

a. **Subscription and Auto-Renewal.** Your subscription to the Disney+ Service includes enrolment into an ongoing/recurring payment plan. Your subscription will automatically renew at the end of the disclosed billing period, unless cancelled in accordance with the instructions for cancellation below. Notwithstanding the above, it may also be agreed that the subscription was also purchased for a one-time fixed term, e.g., in the case of gift cards for a specific duration. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. We reserve the right to change our pricing. In the event of a price change, we will notify you thirty (30) days in advance of the change by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your subscription in accordance with the instructions included in that email and below. If you do not cancel your subscription after the price change notification and prior to the start of your new subscription period, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts.

b. **Service Plan.** When purchasing your subscription(s) to the Disney+ Service, you may be presented with different subscription plans or options (each a "Service Plan"). Different Service Plans are subject to differences in pricing, duration, eligibility, conditions, restrictions, and device availability ("Service Plan Features"). You can visit our Help Center for full details of Service Plan Features.

Service Plans may include advertisements. If you agree to subscribe to a Service Plan which includes adverts, then you agree to allow the display/reception of such adverts by any devices you use to access the Disney+ Service. You agree not to use an ad blocker or to take steps to prevent the display of advertisements if you have subscribed to a Service Plan which includes advertisements. If we reasonably believe that you are or have been using an ad blocker or have taken steps to prevent the display of advertisements included as part of your Service Plan, then you agree that upon notice to you, we may either suspend or terminate your subscription. You also acknowledge and agree that if we reasonably believe that you are or have been using an ad blocker or have taken steps to prevent the display of advertisements included as part of your Service Plan we may block your viewing until such time that you take steps to permit the display of advertisements. If you have not yet subscribed to a Service Plan which includes advertisements, but we reasonably believe that you have taken steps to prevent the display of advertisement included as part of the Service Plan, then you agree that we are entitled not to allow you to proceed to subscribe to that Service Plan.

Service Plans "without ads" are free of commercial interruptions. However, such Service Plans may still contain limited promotional content within the user interface, such as information about other content available on the Disney+ Service or other Disney+ services, information about any Disney company or information about any product or service from The Walt Disney Family of companies, and any sponsorship messaging within the Disney+ Service. In addition, Service Plans without ads may offer live content or special events that contain traditional commercial breaks or commercial messages.

Depending on the Service Plan selected, it may be possible for you to change to a new Service Plan. You can visit our Help Center for instructions on how to change your Service Plan.

c. Free Trials. Your Disney+ Service subscription may begin with a free trial. Availability of a free trial is not guaranteed and, if one is available, is only available to those who have not previously used one for the Disney+ Service. Your first payment will be charged to your chosen payment method immediately following the free trial, unless cancelled in accordance with the instructions for cancellation below. You can cancel your subscription at any time before the end of your free trial. We provide notice of the terms of the free trial at the time you register, but you will not receive a separate notice that your free trial is about to end or has ended, or that your paid subscription has begun.

d. Cancellation and Refund Policy. You can cancel your subscription at any time before the end of the current billing period or free trial. Cancellation will take effect at the end of the current billing period or free trial. To cancel your Disney+ subscription, navigate to www.disneyplus.com/account/cancel-subscription and click "Complete Cancellation". If you subscribed via a third party (e.g., an app store such as iTunes, Google Play, Amazon Store, or Roku), please visit our Help Center for instructions on how to cancel. Cancellation will only take effect at the end of your current billing period (or end of your free trial), and you will still be able to access Disney+ until then. We do not refund or credit for partially used billing periods.

e. Payment Details. Where your payment information is provided to us, we will keep your payment information, such as credit card number and expiry date, on file. We may share your payment information within The Walt Disney Family of Companies (i.e., The Walt Disney Company and its subsidiaries, including ESPN Inc., Marvel Entertainment, LLC, Pixar, etc., see <https://www.sec.gov/Archives/edgar/data/1001039/000119312510268910/dex21.htm>), if you consented to such sharing during the purchase process. You are responsible for keeping your payment details up-to-date by making any necessary updates to the details in your account settings. Where your payment details change or are due to expire, where applicable law allows, we may obtain or receive from your payment provider updated payment details including your card number, expiry date and CVV (or equivalent). This enables us to continue to provide you with access to the Disney+ Service. You authorize us to continue to charge your card using the updated information. If a payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your subscription by giving you notice. You also agree that we may charge your payment method on file if you decide to restart your Disney+ subscription, unless you specify an alternative payment method when you restart your subscription.

f. Subscriptions Obtained Through Third Parties. If you obtain a Disney+ Service subscription via a third party (e.g., an app store), that subscription may also be subject to the

third party's terms, and the provisions in this Subscriber Agreement concerning subscription purchase, billing, cancellation/refunds, and payment do not apply to that subscription to the extent this Subscriber Agreement conflicts with the applicable third party's terms. For subscriptions obtained via a third party, your billing relationship will be directly with the applicable third party. Any fees charged for your Disney+ Service subscription will be billed by the applicable third party using the payment information you have provided to such third party. For the avoidance of doubt, where a price change is to be made to the Disney+ Service by a third party, then the processes used by the third party to affect the price change may differ from those used by Disney. In such cases, the terms relating to a price change as set out in your agreement with the third party shall apply. To cancel a Disney+ Service subscription obtained via a third party, please follow the cancellation instructions set out by that third party. You can visit our Help Center for instructions on how to cancel a Disney+ Service subscription obtained via a third party.

g. **Bundled Subscription Options.** We may offer a Disney+ Service subscription bundled with other products and/or services. Such bundled offerings may include other Disney/third party product or services, including other subscription services. If you agree to such offer, the Disney+ Service subscription will be bundled with subscriptions to third-party products and services. Where a bundled offering is made available, then in addition to this Agreement, the bundle may be subject to certain additional terms and conditions disclosed to you at the time of purchase.

h. **Internet charges.** You are responsible for all third-party Internet access charges in connection with your use of the Disney+ Service. Please check with your Internet provider for information on possible Internet data usage charges.

3. COPYRIGHT LICENSE GRANT AND RESTRICTIONS

a. **License.** Within the Territory and subject to the terms and conditions in this Subscriber Agreement and in accordance with your Service Plan chosen, Disney+ grants you a limited, personal use, non-transferable, non-assignable, revocable, non-exclusive and non-sublicensable right to do the following:

i. install and make non-commercial, personal use of the Disney+ Service; and

ii. stream or temporarily download copyrighted materials, including but not limited to movies, television shows, other entertainment or informational programming, trailers, bonus materials, images, and artwork (the "Content") that are available to you from the Disney+ Service.

This is a license agreement and not an agreement for sale or assignment of any rights in the Content or the Disney+ Service. Your right to stream or temporarily download any Content does not create an ownership interest in the Content. Such Content, including the copyrights, trademarks, service marks, trade names, trade dress and other intellectual property rights in the Content, is owned by Disney+, its affiliates and/or other licensors, and is protected by the copyright laws of the United States, as well as other intellectual property laws and treaties.

b. Restrictions on Your Use of the Content. You agree that as a condition of your license, you may not and agree not to:

- i. circumvent or disable any content protection system or digital rights management technology used in connection with the Disney+ Service to control access to the Content;
- ii. copy the Content (except as expressly permitted by this Subscriber Agreement);
- iii. rebroadcast, transmit or perform the Content available via the Disney+ Service;
- iv. create derivative works of the Content; or
- v. allow third parties to violate the above restrictions.

c. Restrictions on Your Use of the Disney+ Service. You agree that as a condition of your license, you may not and agree not to:

- i. move, decompile, reverse-engineer, disassemble, or otherwise reduce to human-readable form the Disney+ Service and/or video player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the video player;
- ii. modify the Disney+ Service, including, but not limited to, by removing identification, copyright or other proprietary notices from the Content or the Disney+ Service;
- iii. access or use the Disney+ Service in a manner that suggests an association between you and/or any other party with our products, services or brands;

iv. use the Disney+ Service for any commercial or business related use or in any commercial establishment or area open to the public (e.g., lobby, bar, restaurant, diner, stadium, casino, club, cafe, theater, etc.) or build a business utilizing the Content or Disney+ Service, whether or not for profit;

v. create derivative works of any Disney owned components of the Disney+ Service, any updates, or any part thereof, except as and only to the extent that any foregoing restriction is prohibited by applicable law;

vi. bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the Disney+ Service;

vii. access, monitor or copy, or permit another person or entity to access, monitor or copy, any element of the Disney+ Service using a robot, spider, scraper or other automated means or manual process without our express written permission;

viii. damage, disable, overburden or impair the Disney+ Service;

ix. use the Disney+ Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Subscriber Agreement;

x. share your login credentials or account with third parties; anyone other than as expressly permitted by Section 1.c. of this Subscriber Agreement;

xi. block or disable the display of any adverts or promotional messaging by interfering with or bypassing any component of the Disney+ Service or video player if you have subscribed to a Service Plan which includes adverts; or

xii. otherwise allow third parties to violate the above restrictions.

d. Violations. Any attempt to perform any of the restrictions listed in Sections 3.b. and 3.c. above is a violation of the rights of Disney+ and the copyright holder.

4. USAGE TERMS

a. **Disney+ Compatible Devices.** Use of the Disney+ Service requires compatible devices, and certain software may require periodic updates, and your use of the Disney+ Service may be affected by the performance of these elements. A list of devices via which you can access Content is set out on the Disney+ Help Centre (each, a "Compatible Device") though we continually review device support, in particular as new operating systems appear, and we may stop supporting some devices including older devices at our reasonable discretion. Please check that the device via which you intend to use the Disney+ Service is a Compatible Device.

b. **Internet Connection.** You must have a high speed Internet connection in order to access and use certain aspects of the Disney+ Service.

c. **Streaming Content.** Content can be streamed through the Disney+ Service over an active Internet connection. The number of concurrent streams available for use may vary by Service Plan. Details about the number of concurrencies to which you are entitled will have been made available to you when you subscribed to the Service Plan. Please visit our Help Center for more information on the number of concurrent streams permitted by a Service Plan.

d. **Downloading Content.** Content may be available for temporary download for offline viewing on certain Compatible Devices depending on your selected Service Plan. The number of temporary downloads available for Compatible Devices, and the length of time that certain temporary downloads remain available to you for offline viewing, may be subject to limitations by Service Plan as set out when you subscribed to the Service Plan. Please visit our Help Center for information on how to remove Compatible Devices.

e. **Profiles.** Disney+ offers the option to personalize use of the Disney+ Service through the creation of one or more profiles under one account. You may designate a profile as a Kid profile in Junior Mode, which will restrict viewing of certain Content from within that profile. Please visit our Help Center if you would like more information about Kid profiles in Junior Mode. If you permit anyone else to use, view or access the Disney+ Service and/or the Content using your account (including via a profile), you acknowledge that some content offered on the Disney+ Service may not be suitable for children or for some viewers and therefore discretion is advised.

f. **Content Availability.** Certain Content available through the Disney+ Service subscription may not be available in all countries or territories within the Territory.

g. Access to Disney+ Service: Your subscription only entitles you to access the Disney+ Service (and Content) in your Territory. Geographic restrictions will be enforced according to the location from which you are accessing the Disney+ Service, and we may use different technologies and methods to verify your geographic location.

h. Force Majeure. It is possible that the Disney+ Service and/or some or all Content may not be available for streaming or downloading at any given time including (i) during any maintenance or update periods, (ii) any power or server outages; (iii) as a result of war, riots, strikes, social unrest; or (iv) as a result of other matters beyond the control of us or third parties ('Force Majeure'). Disney+ will take reasonable efforts to provide you with as much prior notice as possible of service interruption. Where the Disney+ Service is unavailable for reasons beyond our or our third-party service providers' control, Disney+ shall have no liability to you. In addition, certain Content that we make available may be limited by law or by the rights that certain of our third-party content providers grant to us.

i. Promotional and Experimental Features. In our continued assessment of the Disney+ Service, we may from time to time, with respect to any or all of our users, experiment or otherwise offer certain features or other elements of the Disney+ Service, including promotional features, user interfaces, plans and pricing. Your use of any updates, modifications to, or replacement versions of Disney+ shall be governed by this Subscriber Agreement and any additional terms you agree to when you install such update, modification, or replacement version.

j. Accessing the Disney+ Service via a VPN. You are not permitted to access or use the Disney+ Service by means of any mechanism or technology which conceals your actual geo-location or provides incorrect details of your location (for example, a virtual private network (VPN)).

5. USE AND SHARING OF YOUR INFORMATION

You acknowledge that Disney+ and The Walt Disney Company Limited are the data controllers jointly responsible for the processing of your personal data in order to provide you with the Disney+ Service.

For more information about our collection, use, and sharing of your information please refer to The Walt Disney Company PRIVACY POLICY and to the UK & EU Privacy Notice

Disney will use your data to personalize and improve your Disney+ Service experience and to send you information about the Disney+ Service. You can change your communication

preferences anytime. We may use your data as described in our Privacy Policy, and the UK & EU Privacy Notice, including sharing it with the Walt Disney Family of Companies.

Disney+ reserves the right to, and you agree that Disney+ may, release your details to system administrators at other sites and to law enforcement agencies in order to assist them in resolving security incidents and/or violations of law. You acknowledge that Disney+ may access, preserve or disclose information you provide when we have a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect or defend the legal rights or property of Disney+, our parents, subsidiaries or affiliates, or their employees, agents and contractors (including enforcement of our agreements); (ii) protect the safety and security of users of the Disney+ Service or members of the public including acting in urgent circumstances; (iii) protect against fraud or for risk management purposes; or (iv) comply with the law or legal process.

6. SUSPENSION AND TERMINATION

a. You agree that Disney+ may, in its sole discretion and without advance notice or liability to you, insofar as possible under local laws, restrict, suspend, or terminate your access to part or all of the Disney+ Service and to any Content if Disney+ believes you are using or have used the Disney+ Service in material violation of the Subscriber Agreement or applicable law or regulations or in any manner other than for their intended purpose and in accordance with all other guidelines and requirements applicable thereto. Without limiting the foregoing, Disney+ may restrict or suspend your access to your Disney+ account for cause and upon reasonable notice to you, which may be communicated electronically, which cause includes (a) requests from law enforcement or other government authorities, (b) unexpected technical issues or problems, or (c) if Disney+ reasonably believes that your Disney+ account has been created fraudulently, your Disney+ account has been accessed fraudulently, or anyone uses your Disney+ account to commit fraud or for any purpose other than its intended purpose and in accordance with all of the requirements applicable thereto. Disney+ also reserves the right, after notice to you, to terminate any Disney+ account that remains inactive for one year (failure to log in to your Disney+ account will constitute inactivity for purposes of this Subscriber Agreement).

b. Upon termination of your Disney+ account, whether terminated by Disney+ or at your request (other than a cancellation of your subscription, in which case your subscription will continue to the end of the billing period), you will immediately lose the right to access streamed Content as well as lose the right to access downloaded Content.

c. If you are a subscriber and we suspend or discontinue your subscription to the Disney+ Service, we may, in our sole discretion, provide you with a credit, refund, discount or other form of consideration corresponding to the duration of your suspended or discontinued access. However, if we terminate your account or suspend or discontinue your

access to the Disney+ Service due to your material violation of the Subscriber Agreement or as a result of Force Majeure, then you will not be eligible for any such credit, refund, discount or other consideration.

7. ADDITIONAL PROVISIONS

a. Informational and Entertainment Purposes Only. You understand and agree that the Content you receive through the Disney+ Service is intended for informational and entertainment purposes only. The Content does not constitute legal, financial, professional, medical, or healthcare advice or diagnosis and cannot be used for such purposes.

b. Content Subjectivity. Content tends to elicit varying reactions among different people. You may come across Content that you find offensive, indecent, explicit, or objectionable. Also, content ratings, types, genres, categories, and/or descriptions are provided as suggestions to help with navigation, and for informational purposes. We do not guarantee that you will agree with them. You acknowledge these risks and your responsibility for making your own choices regarding what Content is appropriate for your family.

c. Photosensitivities. Content may contain some flashing lights sequences or patterns which may affect users who are susceptible to photosensitive epilepsy or other photosensitivities. Additionally, 4K UHD HDR content versions (if available in your Service Plan) enable greater brightness and colour saturation which may also affect users.

d. Content Quality. We use various technologies to provide you with an optimal viewing experience. The playback quality of Content, including resolution, is dependent on the Service Plan selected. Please visit our Help Center if you would like more information about the relevant resolutions and viewing qualities available for your Service Plan. Playback quality may also be affected by the format of the Content, your location, the speed, bandwidth and specific terms of your Internet service, and the devices used, among other factors. The time it takes you to begin viewing Content will vary based on a number of factors, including your location, Internet bandwidth, the number of devices simultaneously connecting to the same network, the Content you have selected, and the configuration of the device you are using.

e. Third-Party Services, Devices and Content. The Disney+ Service may integrate, be integrated into, or be provided in connection with third-party services, third-party devices (e.g., Apple, Android, Microsoft etc.) and/or content. We do not control those third-party services, devices and/or content. . You should read the terms of use, agreements and privacy policies of such third-parties.

f. **Mobile Networks.** When you access the Disney+ Service through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing, or using the Disney+ Service may be prohibited or restricted by your network provider and the Disney+ Service may not work with your network provider or device.

g. **Submissions and Unsolicited Ideas Policies.** Our policy does not allow us to accept or consider unsolicited creative ideas, suggestions, or materials. In connection with anything you submit to us, whether or not solicited by us, you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type. Disney+ does not claim ownership over any ideas, suggestions, or other materials submitted.

h. **Contact Information.** If you want to contact us, please click here (<https://help.disneyplus.com/csp>).

You may also contact Disney+ as follows:

by phone at: 0041 43 508 87 78

by email at: help@disneyplus.com

Please check the Help Center (<https://help.disneyplus.com/csp>) for the latest contact information.

i. **Disclaimers; liability limitation.** You have certain legal rights with respect to the Disney+ Service and nothing in this Subscriber Agreement affects those rights. Except as required by law or as expressly stated by Disney+, Disney, its affiliates, licensors, agents, and service providers (collectively 'the Disney+ Parties') do not offer and expressly disclaim any promises or guarantees in relation to the Content and the Disney+ Service. You and not the Disney+ Parties assume the entire cost of all necessary servicing, repair or correction occasioned by use of the Content and the Disney+ Service, except where any damage to a device or other digital content belonging to you is as a result of the supply of Content and such damage is of a kind that would not have occurred had Disney+ exercised reasonable care and skill (in which case the limitation below shall apply in respect of such damage).

To the extent not prohibited by applicable law, in no event shall the Disney+ Parties be liable for any personal injury, or any indirect, special, incidental or consequential damages of any kind, including lost profits and property damage, even if we were advised of the possibility of such damages, that result from the use of, or inability to use the Content or the Disney+

Service, however caused. Nor shall we be held liable for delay or failure in performance resulting from causes beyond our reasonable control. In no event shall our total liability to you for all damages, losses and causes of action exceed one thousand Swiss Francs (CHF 1,000). The liability limitations in this section apply under any legal theory (tort, contract, breach of warranty, strict liability or otherwise) and even if the Disney+ Parties have been advised of the possibility of such damages. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

j. Jurisdiction. Any dispute between you and The Walt Disney Company or its affiliates shall be settled by the competent Court as set forth in the applicable rules.

k. Choice of Law. This Subscriber Agreement and any dispute or claim arising out of or in connection with this Subscriber Agreement are governed by and construed in accordance with the laws of Switzerland.

l. Languages: The German, French and Italian versions of this Subscriber Agreement are the prevailing ones and carry equal force. One version may be used to interpret and determine the true meaning of the other. In case of discrepancy between the German, French and Italian versions on the one hand and the English version on the other hand, the former shall prevail. You also acknowledge and agree that any future amendments or communications will be sent by the Disney+ Service in German, French and Italian and English, and that those future amendments and communications shall be valid and effective as between us and you.

m. Severability. If any provision of this Subscriber Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. You and Disney+ shall replace the unlawful, void or unenforceable part by provisions which are valid and binding and the effect of which given the contents and purpose of this Subscriber Agreement, are, to the greatest extent possible, similar to that of the invalid, void or unenforceable part.

n. Survival. The provisions of this Subscriber Agreement which by their nature should survive the termination of this Subscriber Agreement shall survive such termination.

o. Transfer of Rights. You agree that we can transfer our rights and obligations under this Agreement to any company, firm or person without any need for additional consent from you.

If you have a complaint, please contact us directly at help@disneyplus.com.