

TERMS OF USE

Welcome to HBO Max! We hope you enjoy our platform, with a personalised user experience that brings unique and unexpected stories ranging from the highest quality in scripted programming to the best of unscripted, family-friendly content, the HBO service, HBO Max Originals and more.

Please read these terms of use ("**Terms**" or "**Terms of Use**" or "**Agreement**") carefully, as they affect your legal rights and obligations, including, but not limited to, limitations on our liability.

1 ABOUT THESE TERMS AND WHO WE ARE

1.1 These Terms apply if you are a resident of Greece, Italy, Luxembourg or Switzerland and constitute a legally binding agreement between you and, depending on the Service Area (defined in Section 20.2 below) in which you reside, either Discovery Communications Benelux B.V., HBO Nordic AB or HBO Europe s.r.o. (collectively, "**HBO Max**," "**us**" or "**we**") for access to and use of the HBO Max platform. See Section 20.2 of these Terms to identify the HBO Max entity that you are entering into this agreement with and that provides you with access to the Platform.

1.2 The HBO Max platform, including the Content (defined below), features, functionality, user interface, software, and all associated application(s), website(s), user communications and other technology platforms, is referred to in these Terms as the "**Platform**". The programming, channels, Platform name, design and/or branding, livestreams, promotional, and other content that is available through and forms part of the Platform is referred to as the "**Content**".

1.3 For the purposes of these Terms, references to a 'group company' means any company that is connected to us through ownership or control. This includes our parent company, subsidiaries, and any other companies that are part of our corporate family.

1.4 The Platform provides you with access to a range of Content streamed over the internet to compatible devices. Content on the Platform (including the Content within each Subscription plan) will change regularly – that means new programmes, channels, sporting events, genres and other content may become available whilst other existing content will stop being available over time. We may also update and modify elements of the Content and/or the Platform itself from time to time – for example the design, layout, features and functionalities. See Section 22 for more details.

1.5 Our [Privacy Policy](#) describes how we treat your personal information and how we communicate with you and can be viewed at <https://www.hbomax.com/privacy>. Our [Children's Privacy Policy](#) describes how we handle any personal information collected via a "Kid's Profile" (as defined in 2.25).

2 YOUR HBO MAX ACCOUNT AND SUBSCRIPTION

Who can sign up to the Platform

2.1 You must meet the following criteria (the "**Eligibility Criteria**") to access the Platform: (a) reside within the Service Area; and (b) be at least 18 years old, or the legal age of majority in your territory (if over 18). If you are below this age, you may use the Platform only as an Authorised User of a parent or legal guardian's HBO Max Account.

Signing up to the Platform

2.2 You may be able to access and view some Content on the Platform without creating an account or making a payment, but some Content will only be available to you if you:

- (a) create an HBO Max account ("**HBO Max Account**"); and
- (b) have an active subscription to HBO Max ("**Subscription**") using a valid payment method (a "**Payment Method**"): either (i) directly with us; or (ii) with a third party (e.g., an app store or your internet, mobile or TV provider) that has been authorised to provide Subscriptions to the Platform (each such third party, a "**Third Party Provider**"). As used in this Agreement, the term "**Subscription Provider**" refers to us and each Third Party Provider, individually and collectively.

- 2.3 You may be able to have a Subscription, or access or view some Content on the Platform, where access to another service operated by a group company, or a third party service, is bundled with your purchase of a Subscription.
- 2.4 Certain additional Content may only be made available in your Home Country (as defined below) on a one-off, rental or pay-per-view basis ("**PPV Content**"), either from us or via an app store. Additional terms, provided to you before you complete your purchase, may apply. Find out more about content limitations and access in different territories at Section 7 of these Terms.
- 2.5 If you purchase your Subscription or PPV Content through a Third Party Provider, you may need to take additional steps to set up your HBO Max Account, including leaving your Third Party Provider's platform to confirm your information directly with us. If you have previously purchased a Subscription directly with us and then switch to set up your Subscription with a Third Party Provider, your Subscription with us will end and your Subscription will be managed by that Third Party Provider.
- 2.6 Your Payment Method must be a valid form of payment issued in, or otherwise authorised from within, your Home Country and that is supported by your Subscription Provider. Further information about the Payment Methods you can use can be found in our [Help Centre](#).

Purchases directly with us

- 2.7 You may purchase a direct-to-consumer Subscription or PPV Content (if available) through HBO Max directly or via a Third Party Provider.
- 2.8 If you purchase your Subscription or PPV Content directly with us you will need an existing HBO Max Account, or you can create your HBO Max Account at the same time you make your initial purchase. Either we (including our subsidiaries and affiliates) or our authorised vendor(s) (the "**Payment Service**") will process the Payment Method. You should direct any payment questions to HBO Max Customer Support.
- 2.9 By providing a Payment Method to us and completing your purchase, you agree that we or our Payment Service are authorised to charge the applicable fee for the Subscription or PPV Content including any applicable taxes and service fees (the "**Fee**").
- 2.10 For an on-going Subscription, you agree that we or our Payment Service are authorised to periodically charge the applicable Fee on a recurring basis until you cancel your Subscription.
- 2.11 We or our Payment Service will attempt to verify the Payment Method you provide when you purchase a Subscription or PPV Content from us, provide a Payment Method during sign-up, or update your Payment Method, and may do this by processing an authorisation hold for verification purposes, which is a standard practice. You may edit your Payment Method by signing into your HBO Max Account and viewing your Subscription details.
- 2.12 If you subscribe using iDEAL or any related or successor service where available, your first charge will be processed by iDEAL or the applicable service provider, and future charges will be made through SEPA direct debit. By confirming this payment method, you authorise:
- (a) HBO Max to instruct your bank to debit your account on an on-going basis; and
 - (b) your bank to debit your account according to those instructions.
- 2.13 You acknowledge that we may receive updated card account information from the financial institution issuing your card if such information is made available by the financial institutions. Such financial institutions may include, but are not limited to, American Express where available.
- 2.14 Your Subscription will be automatically validated each time you sign into the Platform.

Purchases with a Third Party Provider

- 2.15 If you purchase a Subscription or PPV Content through a Third Party Provider (including as part of a bundle of services provided by a group company or another Third Party Provider), that Third Party Provider will process your Payment Method and give you further details on how to sign in or create your HBO Max Account. If you have questions about payments through your Third Party Provider, please contact that Third Party Provider directly.
- 2.16 These Terms, together with the additional conditions of your Subscription, PPV Content or any Promotional Offer, constitute an agreement between you and HBO Max, and not between you and any Third Party Provider.
- 2.17 Please review your Third Party Provider's terms of use and user agreements ("**Third Party Provider Terms**"). If you access the Platform or purchase a Subscription or PPV Content through a Third Party Provider (including as part of a bundle of services provided by a group company or another Third Party Provider), the Third Party Provider will usually be responsible for payment, billing and cancellation rights, so in the event of any inconsistency between those payment, billing and cancellation provisions in the Third Party Provider Terms and these Terms, the provisions in the relevant Third Party Provider Terms will apply.

iOS Subscribers

- 2.18 You must comply with the App Store terms of use in addition to these Terms when accessing the Platform via iOS products. You acknowledge and agree that Apple, Inc. ("**Apple**"), and any subsidiaries of Apple, are third party beneficiaries to these Terms. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as a third-party beneficiary.

Purchasing PPV Content

- 2.19 If you purchase PPV Content from us or via an app store, the following terms apply:
- (a) The relevant event to which the PPV Content relates ("**Event**"), may be rescheduled, cancelled or withdrawn at any time. We will advertise the change or cancellation on the Platform and inform you (usually by email). If an Event is rescheduled, you will have a right to cancel your purchase and obtain a refund for any amount paid in advance. If an Event is cancelled or withdrawn, we will refund any price you paid in advance.
 - (b) Each time that you make a purchase of PPV Content via the Platform, you will enter into a new contract with us on these Terms.
 - (c) All prices quoted on the Platform for PPV Content constitute an offer and, if you have made a purchase of PPV Content on the Platform, your purchase will be final and form a binding contract between us and you for the provision of the PPV Content on completion of that purchase.
 - (d) Our contract with you for each item of PPV Content will terminate automatically at the end of the applicable period in which you are entitled to view the relevant Event. This does not affect your continued agreement with us for provision of any other items of Content or the entire Platform, including any on-going Subscription.
 - (e) Further information on your entitlement to purchase PPV Content may be available via our [Help Centre](#), including your access period for each Event, restrictions on concurrent streams and information on available cancellation rights in respect of your purchase in advance of an Event.

Multiple Subscription Offerings and Plan Switching

- 2.20 We may offer multiple base plan Subscriptions (each a "**Base Plan**"), add-on Subscriptions (each an "**Add-On**") or PPV Content. The pricing and offers for each may vary by Service Area (or within a Service Area). Each may offer different Content availability, functionality, features, device compatibility or have certain conditions or limitations, which will be disclosed during your sign-up or in other materials available on the Platform.

- 2.21 Within each Service Area, and subject to availability with your Subscription Provider, you may be able to change your Subscription from one Base Plan to another. Additional terms applicable to plan switching (such as the applicable charges, changes to billing dates and cancellation rights) will be provided when you select the "Change Your Plan" (or equivalent) option in your HBO Max Account settings or otherwise via the Platform within your Service Area.
- 2.22 If you change your Base Plan (including by way of an upgrade, downgrade or change to a different Subscription Provider), any Trial Subscriptions or other Promotional Offers (each as defined below) that are applicable to your current Base Plan will automatically end on the date that you change your plan and shall not apply to your new plan.
- 2.23 A Base Plan is required in order to purchase an Add-On. Add-On availability may vary by Subscription Provider. Additional terms applicable to Add-Ons (such as applicable charges, changes to billing dates and cancellation rights) will be disclosed during sign-up or provided in your HBO Max Account settings or otherwise via the Platform within your Service Area.

Authorised Users

- 2.24 Once you create an HBO Max Account, you may have the option to add up to five (5) authorised user profiles to your HBO Max Account (the "**Authorised Users**"). We may limit the maximum number of Authorised Users that can simultaneously use the Platform and watch Content (see Section 7.10) and will inform you on the Platform of any such limitations. Authorised Users must be members of your "Household". "**Household**" means the collection of devices on the same internet connection associated with your primary personal residence and that are used by the individuals who reside there.
- 2.25 If you are a parent or legal guardian and would like to make your minor child (users aged seventeen (17) and under) an Authorised User, you can create a profile that includes ratings restrictions and additional privacy protections ("**Kid's Profile**") to help control what Content your minor child is allowed to view on the Platform. You are responsible for monitoring whether your minor child uses the Kid's Profile. Please review the Parental Controls information in Section 8 below to learn how to customise the Content on your HBO Max Account for each Kid's Profile.
- 2.26 By allowing your minor child to access your HBO Max Account and/or by adding a Kid's Profile, you confirm and promise that you are the parent or legal guardian of each minor child accessing the HBO Max Account and/or affiliated with the Kid's Profile and that you have the authority to consent to this Agreement for yourself and each Authorised User, including any Authorised User who is a minor child.
- 2.27 Your HBO Max Account will function as the "master account" for all Authorised Users. Each Authorised User's viewing activity may be accessible to you as the HBO Max Account holder, including streams by title, Parental Controls, and any changes to the Authorised User settings. It is your responsibility to inform each Authorised User of this feature.
- 2.28 You are responsible for all activity by each Authorised User and for any other activity under your HBO Max Account. You are solely responsible for maintaining the confidentiality of your HBO Max Account details, including your email, password, Profile PIN and Parent Code, as applicable. However, you are not responsible to the extent that an activity under your HBO Max Account occurs or the confidentiality of your HBO Max Account details are compromised because of our failure to comply with our security obligations under applicable laws, including under the GDPR. In addition, to prevent unauthorised access to your HBO Max Account or the Platform, you and each Authorised User must maintain control over the devices used to access the Platform, not permit any unauthorised user to access your HBO Max Account, and not reveal your email and password or Payment Method to anyone.

3 FREE TRIALS AND PROMOTIONAL OFFERS

Free Trials

- 3.1 A Subscription may be made available to you on a free trial basis, meaning a period of access for a limited time without your Payment Method being charged (“**Trial Subscription**”). The duration of each Trial Subscription will be specified at sign-up. Trial Subscriptions are limited to new Platform subscribers, unless otherwise specified. Your status as a new subscriber to the Platform will be determined by your Subscription Provider. These Terms apply to any Trial Subscription, unless otherwise specified.
- 3.2 At the time of signing up for a Trial Subscription, you must provide a valid Payment Method in order to use the Subscription areas of the Platform during the Trial Subscription period. Your Payment Method will not be charged to access the Platform during the Trial Subscription period.
- 3.3 UNLESS YOU CANCEL YOUR TRIAL SUBSCRIPTION BEFORE THE RENEWAL DATE, UPON THE EXPIRATION OF YOUR TRIAL SUBSCRIPTION, THE APPLICABLE FEE SPECIFIED AT SIGN-UP WILL BE CHARGED TO YOUR PAYMENT METHOD.
- 3.4 If you are on a Trial Subscription directly through us, to find additional details about your Trial Subscription, including the date the Trial Subscription ends, please visit the “Subscription” section in Settings for the latest information contained in our records or, if you are on a Trial Subscription through a Third Party Provider, contact that Third Party Provider directly.

Promotional Offers

- 3.5 From time to time, Subscription Providers may make certain Subscription plans or PPV Content available to you on a discounted basis or in conjunction with a promotion (each, a “**Promotional Offer**”). Promotional Offers may take a variety of forms and may be available on a standalone basis or provided as part of a bundle with other products or services.
- 3.6 In the event a Subscription Provider offers a new or subsequent Promotional Offer after you have purchased a Subscription or PPV Content, no retrospective refunds, adjustments or price protection will be applied to your Fee in light of that offer. You may take advantage of any “new customer” Promotional Offer only once. Requirements for a Promotional Offer will be stated at the time each offer is presented. We will determine Promotional Offer eligibility based on the applicable terms of the offer, and we reserve the right to revoke a Promotional Offer in the event that you do not meet the Promotional Offer eligibility conditions.
- 3.7 You agree not to register (or attempt to register) multiple times for the same Promotional Offer using multiple names, addresses, email addresses or other means.
- 3.8 If a Subscription Provider offers you a Trial Subscription or other Promotional Offer pricing for a Subscription in your Service Area, the specific terms of the relevant offer will be disclosed during your sign-up or in other materials describing the offer. In each case, after your Trial Subscription or Promotional Offer pricing period ends, the Payment Service will begin billing using your Payment Method for your Subscription at the regular Fee which applies at that time, unless you cancel your Trial Subscription or Promotional Offer before the offer period ends. You will not be notified that your Trial Subscription or Promotional Offer is about to end unless such notice is required by applicable law.
- 3.9 You must not use your Trial Subscription or Promotional Offer in conjunction with any other offer or promotion unless otherwise specified by us.

4 PAYMENT AND BILLING

Subscription and PPV Content

- 4.1 By accepting these Terms, creating an HBO Max Account, providing a Payment Method and completing your purchase with a Subscription Provider, you agree to pay the Subscription Provider a Fee and, when applicable, to be served ads.

4.2 Unless you have signed up for a Trial Subscription, the Subscription Provider will charge the first Fee to your Payment Method for your Base Plan, Add-On or PPV Content at the start of your designated Billing Cycle. For Base Plans and Add-Ons, after the initial payment, the relevant Fee will be charged to your Payment Method by your Subscription Provider on a recurring basis according to your Billing Cycle. You agree that the Fee will be billed, and associated documentation will be sent, to you electronically.

Subscription Billing Cycle

4.3 The Fee will be billed at the time you establish your Subscription and on an ongoing basis at the intervals specified when you complete your purchase (the "**Billing Cycle**"), unless you cancel your Subscription. Please note that the length of your Billing Cycle will vary based upon the type of Subscription you choose when you subscribe to the Platform.

4.4 Note that the timing of your billing may change in the event of a problem with your Payment Method, such as an expired credit card or in the event you change your Subscription plan, or where you started your Subscription on a day not contained in a subsequent month. If you subscribe through us, you can go to the "Subscription" section in your HBO Max Account settings to see your next billing date. If you subscribe through a Third Party Provider, contact your Third Party Provider to see your next billing date.

4.5 Your Base Plan and Add-On may have different Billing Cycles.

Updating Payment Method

4.6 If your Subscription is directly with HBO Max, you can update your Payment Method by choosing "Subscription" within your HBO Max Account on the Platform. You also authorise us to obtain updated Payment Method details from your card issuer or other Payment Service. If your Subscription is with a Third Party Provider, you may be able to update your Payment Method by accessing your account with that Third Party Provider. Following any update, you authorise us to continue to charge the applicable Payment Method.

4.7 If you are temporarily outside of your Home Country and would like to update your Payment Method, your alternative Payment Method must be a valid form of payment issued in or otherwise authorised from within your Home Country.

4.8 A change in your Payment Method may mean we need to change your prior Billing Cycle. It is your responsibility to update and maintain the Payment Method associated with your Fee.

Unpaid Amounts

4.9 You are responsible for all charges incurred in connection with your Subscription or any PPV Content.

4.10 If your Payment Method fails because your Payment Method has expired, you have insufficient funds, or otherwise, and you do not switch to another valid Payment Method or cancel any recurring Subscription you have signed up for, your Subscription Provider reserves the right to suspend access to your Subscription and/or your Account until it has obtained a valid Payment Method or terminates your Subscription (including any Promotional Offers) at its option. Please note that we will always inform you in advance and by email of a payment failure, unless we are not authorised to do so or if applicable laws, regulations or any order from a regulator or authority prevents us from doing so. If your Subscription or any other purchase is with a Third Party Provider, and you have unpaid amounts, that Third Party Provider may take appropriate action based on the terms of your Subscription or other purchase with that Third Party Provider. Your Subscription Provider may retry or permit its Payment Service to retry billing your Payment Method after failed attempts (e.g., if your Payment Method is rejected) before cancelling in the event of non-payment.

5 YOUR RIGHT TO CANCEL A SUBSCRIPTION

5.1 Your Subscription will be billed at the beginning of each Billing Cycle and will continue until you exercise your right to cancel as described in these Terms.

- 5.2 If your Subscription is directly with HBO Max you can cancel your Subscription at any time through your HBO Max Account settings on the Platform or go to <https://auth.hbomax.com/subscription>, but you need to tell us before the end of your current Billing Cycle to avoid being charged any further Fees. If you obtained your Subscription through a Third Party Provider, you will need to end your Subscription directly with that Third Party Provider in accordance with your agreement with that Third Party Provider.
- 5.3 If you cancel your Subscription, the cancellation will become effective either: (a) at the end of the then-current Billing Cycle; or (b) at the end of the applicable minimum term for your Subscription in your Home Country, if such period expires sooner than the Billing Cycle (or immediately if that minimum term has expired), and you will continue to have access to your Subscription until the end of that period. If you cancel a Base Plan with Add-Ons: (a) your access to the Add-On will automatically come to an end when the Base Plan expires; and (b) you will receive a pro-rata reimbursement of the payment you have made for the Add-On. If you cancel an Add-On, the Base Plan will continue unaffected.
- 5.4 To find out about any special minimum term and/or any additional cancellation rights that may apply in your Home Country, read <https://help.hbomax.com/cancellation-rights>.
- (a) Residents of Belgium, Finland, Netherlands, and Norway, please go to: <https://help.hbomax.com/cancellation-rights>.
- (b) Residents of Denmark, please go to: <https://help.hbomax.com/cancellation-rights>.
- 5.5 If you cancel your Subscription, we will retain your information in accordance with our [Privacy Policy](#).

Your Right of Withdrawal

- 5.6 **Subscriptions and Add-Ons:** If you are within the EEA or Ukraine and purchase a Subscription or Add-On, you have a legal right to withdraw from your Subscription agreement with us within 14 days of purchase. Instructions on how to exercise this right, the consequences of exercising this right (including details of any amounts owed to us for the period from the beginning of your contract up to and including the day prior to your exercise of your right of withdrawal) and a model form that you can use are set out at the end of these Terms in Annex 1.
- 5.7 **PPV Content:** When you purchase PPV Content with us, you have a legal right to withdraw from your agreement with us within 14 days of purchase. If you request immediate access to your Content, you will be asked to acknowledge that you understand that you will lose any applicable statutory right to withdraw from this contract and we will send you confirmation of your request on a durable medium (e.g. an email) and you will lose any right to a refund once you gain access to the relevant Content. In the case of live Events, this means you will lose any applicable statutory withdrawal rights as soon as you gain access to the coverage of the Event.
- 5.8 **Purchases outside of the EEA or Ukraine:** If your Home Country is outside of the EEA or Ukraine and you request immediate access to your Content, you may also be asked to acknowledge that you understand that you will lose any applicable statutory right to withdraw from this contract and receive a refund within any withdrawal period to which you might otherwise be entitled under the laws of your Home Country.

6 YOUR USE OF THE PLATFORM

System and compatibility requirements

- 6.1 To use the Platform, you will need to use a computer, mobile device, streaming media player, or other device that meets the Platform's system and compatibility requirements set out in the [Help Centre](#). Features and functionalities that we make available through the Platform may differ by device, as set out in the [Help Centre](#). We may add or change the Platform compatibility features from time to time. In such a case, please refer to Section 22.

- 6.2 In order to: (i) access the Platform; and (ii) view Content in higher resolution (where available), you need a high-speed internet connection for your compatible device. You are responsible for any costs associated with your internet service. Your use of the Platform may count toward your data usage, depending on the terms of your agreement with your mobile data or internet service provider. From time to time the Platform or certain Content may be unavailable due to: (a) equipment malfunctions which are not caused by us; (b) our periodic maintenance procedures or repairs; or (c) causes beyond the control of HBO Max and which we cannot reasonably foresee nor avoid. In addition, on a regular basis, we test various aspects of the Platform, including but not limited to features and functionality which may result in individualised variations to our offers, messaging and user interface. Nothing in this clause limits nor excludes your mandatory rights as a consumer.

7 CONTENT LIMITATIONS AND DOWNLOADS

Content Limitations

- 7.1 The particular country or territory where you subscribed to HBO Max is known as your "**Home Country**".
- 7.2 Restrictions may be enforced according to the location from which you are accessing the Platform. We may use different technologies and verification methods in any Service Area to determine whether your use is permitted within or outside of your Home Country or Household. When you are accessing the Platform outside of your Home Country, the Content, Content ratings, as well as other features and functionality of the Platform, may shift based on your location within the Service Area.
- 7.3 If you are resident in the EEA, you can access the Content usually available through your Home Country Subscription when visiting another EEA country, at no extra cost. This means that you can enjoy the same service and access the same Content, in the same language, while abroad that you can access and enjoy when you are in your Home Country. This access is available only if you are temporarily abroad in another EEA country and we are able to verify that your country of residence is in the EEA.
- 7.4 The periods during which you can view each piece of Content will vary based on the nature of the rights available for each piece of Content and the Terms of your Subscription or PPV Content.
- 7.5 The Content on the Platform (including the Content within each Subscription plan) will change regularly. This means certain series, films, sporting events and other Content may become available while other Content may become unavailable over the duration of your Subscription.
- 7.6 HBO Max uses various technologies to provide you with an optimal viewing experience. That said, the viewing quality of Content, including resolution and the time it takes to begin playing Content, may be affected by the format of the Content, your location, the speed and bandwidth of your internet or mobile data service, and the devices used, among other factors. HD, Ultra HD, 4K Ultra HD, as well as Dolby Atmos audio availability, if and as applicable, for certain Content depends on your Subscription plan or PPV Content purchase, internet service and device capabilities. Not all Subscription plans or PPV Content purchases allow you to access Content in all formats and not all Content is available in all formats.
- 7.7 Access to certain Content may depend upon your Subscription plan, geographic location (e.g., you may not be able to access certain Content outside your Home Country), whether you are able to maintain an internet connection, or sufficient bandwidth and the equipment used to access the Platform. Read the detailed description of each piece of Content to determine options for viewing that Content.
- 7.8 You acknowledge and agree that, by choosing English as your default web browser or device language, that the Platform and Content will be provided in English. You can always choose to switch to your local language on the Platform (where available) or such other language that we make available.

Live Content Availability, Blackouts, and Interruptions

7.9 Live Content (including linear channels) may be available in certain countries in the Service Area and may be subject to blackouts, device-specific or rights limitations, or other restrictions which we will advise you of. For instance, for live sports Content, if you are in a city or region that is the same as a team that is playing in a game, then the game may be blacked out for viewing as part of your Subscription. Blackouts will be applied based upon the city or region in which you are trying to access the Platform and we may use different technologies and methods to verify your location at the time of access to the live Content. The restrictions referred to in this Section do not limit the rights referred to in Section 7.3.

Simultaneous Streams

7.10 We may control the maximum number of simultaneous streams per HBO Max Account regardless of the number of your devices or profiles that can access the Platform. The number of permitted simultaneous streams may vary by Service Area, by type of Content and according to how you have purchased or gained access to that Content (e.g. whether as a Subscription plan or as PPV Content).

Downloads

7.11 Subject to rights restrictions, certain Content on the Platform may be available for temporary download: on certain supported devices; on certain Subscription plans; and in certain countries, in order to allow you to view that Content offline when you do not have a network connection ("**Downloadable Content**"). To download Content, make sure you have a network connection and sign in to the Platform on your phone or tablet. Choose an episode or movie that you want to download and tap the "Download" icon (where available).

7.12 HBO Max may control the amount of Downloadable Content permissible for each HBO Max Account and/or Subscription plan (across all Authorised Users and devices) within each Service Area, and the expiration rules for each piece of Downloadable Content. The Platform will provide you with information specifying the Content download limits and the expiration rules for each piece of Downloadable Content. In addition, within each Subscription plan certain Content categories (e.g., theatrical films) may be subject to additional download sub-limits. Visit our HBO Max Help Centre at <https://help.hbomax.com/downloads> for additional details.

7.13 Once expired you may not be able to renew Downloadable Content while outside of your Home Country depending on your Service Area. Unless your Home Country is in the EEA and you are travelling to another EEA country, you may not be able to view certain Downloadable Content that you download while in your Home Country when you are outside of your Home Country even though you are within a Service Area.

8 CONTENT RATINGS/PARENTAL CONTROLS

8.1 The Platform offers Content that may not be appropriate for all ages or viewers. Content types, genres, categories, and brief synopses are provided as suggestions to help with navigation, and all eligible Content is marked with a rating and with content descriptors where required. You might nonetheless disagree with how particular Content is rated, some Content may not be rated and/or may contain strong or profane language, violence, alcohol, tobacco, drug or substance abuse, nudity or sexual content or discrimination, or may cause fear or address mature themes and/or otherwise be mature content intended only for adults or those under supervision of adults.

8.2 Content tends to elicit varying reactions among different people. As is true for many websites and content platforms, you may come across Content that you find objectionable or that you believe may be inappropriate for certain members of your family.

You Control What Content You and Your Family Can Access

8.3 The Platform allows you to customise your settings to control what Content you and your family are able to access ("**Parental Controls**"). If you want to restrict Content, you may create and manage a

Kid's Profile. You can set Parental Controls when setting up each Kid's Profile for the first time and you may change settings by going to the "Manage Profiles" section of your HBO Max Account. This will enable you to establish and manage Parental Controls settings for each Kid's Profile connected to your HBO Max Account. Parental Controls in a Kid's Profile allow you to: (a) set a maximum rating for each Kid's Profile and is designed to filter out non-rated Content; and (b) create and manage a code ("**Parent Code**"), which, when enabled, must be entered in order to exit that Kid's Profile.

- 8.4 In addition to a Parent Code, you may create and manage a pin for any Authorised User profile ("**Profile PIN**"). When enabled, the Profile PIN must be entered in order to access that Authorised User profile.
- 8.5 Changes made to Parental Controls may not take effect immediately, and during some periods there could be a delay before your new settings become effective.
- 8.6 The Parental Controls and privacy protections that attach to those controls may not always be effective in restricting Content that you or any Authorised User consider objectionable. This may happen if: (a) you do not create a Kid's Profile for any minor child; (b) you do not enable a Parent Code or Profile PIN; (c) you disagree with the Content rating or age classification; (d) changes made to Parental Controls are delayed or do not take effect immediately; (e) an Authorised User of a Kid's Profile has access to the Profile PIN to view Content from another Authorised User with no or different Parental Control settings; or (f) the user of a Kid's Profile has access to the Parent Code to change the Parental Control settings.
- 8.7 If you choose to access or view, or allow an Authorised User to access or view, any general audience, adult or mature Content on the Platform, you acknowledge that you or they may be exposed to Content that may cause fear or that includes discrimination, nudity, sexual activity, violence, adult language, alcohol, tobacco, drug, or substance use or that is otherwise graphic in nature. You are solely responsible for monitoring and supervising all uses of your HBO Max Account, including those of each Authorised User.

9 ADVERTISEMENTS, SPONSORSHIP AND PRODUCT PLACEMENT ON THE PLATFORM

- 9.1 Any Content and Subscription plans available on the Platform may be ad-supported, sponsored and may include product placement or other third party promotional messaging ("**Advertising Content**"). Unless we have told you that any Content or Subscription plans (or part of it) will not contain Advertising Content when signing up to the Platform, the presence of Advertising Content on the Platform or within Content and Subscription plans, may change from time to time. Please navigate to our [Help Centre](#) for additional information.
- 9.2 No matter which Subscription plan (or PPV Content) you select, live Content (including excerpts of live Content and full event replays of live Content) will or is likely to contain Advertising Content or other commercial interruptions.
- 9.3 All Subscription plans on the Platform may contain limited promotional content or messaging about Content on, or coming to, HBO Max (including but not limited to trailers, extras, previews and messaging informing you of upgrade opportunities to view Content mastered in a higher visual or audio format). In addition, from time to time, all Subscription plans on the Platform may contain limited promotional messaging about content, products or services that are distributed by us or our group companies or that relate to HBO Max Content but are available outside the Platform (including but not limited to events, experiences, companion podcasts and companion video games) ("**Cross-Promotional Content**").
- 9.4 Subject to applicable rules on direct marketing, we may also send you communications containing content from third-party advertisers from time to time. HBO Max does not act on behalf of or endorse any third-party advertiser, nor do we recommend any product or service featured on the Platform or in user communications. HBO Max also does not take any responsibility for any such third-party advertiser, product or service.

- 9.5 Any interactions you may have with an advertiser or sponsor as a result of using the Platform and/or receiving communications from us will be between you and such advertiser or sponsor. If you engage in any transaction with an advertiser or sponsor featured on the Platform or in a communication you have received from us, including providing that advertiser or sponsor with any personal information, you agree that HBO Max is not responsible for such transaction or provision of personal information and you further agree that HBO Max is not liable for any claim or loss that may result from your engagement with any advertiser.
- 9.6 You will not attempt to prevent the display of advertisements or use any ad blocker technology if you have purchased a Subscription or any Content that contains advertisements.
- 9.7 If you are or have been attempting to prevent the display of advertisements on the Platform or use any ad blocker technology then we may either suspend or terminate your Subscription upon notice. We will only do so after having first sent you a request to enable the display of ads on the Platform.

10 SUSPENSION AND TERMINATION

- 10.1 Any Subscription Provider may reject, disable, suspend or terminate your Subscription, any purchase of PPV Content, access to the Platform (including any Content) and/or your HBO Max Account:
- (a) on reasonable notice, for any reason, provided that if you have an active Subscription such termination shall take effect at the end of the then current billing period; or
 - (b) immediately on notice if, after receiving a notice regarding a breach of these Terms, you have not remedied the breach, including if any Subscription Provider determines that you have provided inaccurate account or payment details, in the event of any fraudulent activity relating to any purchase or information you provide, you no longer meet the Eligibility Criteria or you are otherwise in violation of these Terms. We may also immediately terminate the Subscription, any purchase of PPV Content, access to the Platform (including any Content) and/or your HBO Max Account with or without notice when we are requested to do so under applicable laws or regulations, under a regulator, administrative or judicial authority order or request, or when not doing so would result in the breach of our legal or regulatory obligations;
 - (c) on reasonable notice in the event that we stop providing the Platform. If the date we stop providing the Platform or Content occurs during your Subscription period, we will refund you the amount that you have paid in advance corresponding to the time you are not able to access the Platform and Content; or
 - (d) immediately on notice where we reasonably determine that you are using any part of the Platform fraudulently, illegally or in any manner other than for its intended purpose.
- 10.2 In addition to the foregoing and subject to prior notice, we can modify access or disable features (including the number of Content streams available to view simultaneously), including for security reasons, to limit the impact of account sharing outside of your Household or where there has been misuse of your HBO Max Account.
- 10.3 If any of the foregoing occurs, you must stop using the Platform (or the relevant part of the Platform). If a Subscription Provider disables your Subscription and/or access to all or any part of the Platform, you agree not to try to access the Platform without permission.

11 CUSTOMER SERVICE

- 11.1 For customer service inquiries related to the Platform or your Subscription or any PPV Content purchased through HBO Max (including your Fee and Payment Method), please visit [Help Centre](#).
- 11.2 If you are unable to resolve your question by visiting our [Help Centre](#) or if you have reason to believe that your HBO Max Account credentials have been compromised or misappropriated in some way, please contact HBO Max Customer Support at our Contact Us Page: <https://help.hbomax.com/contactus>.

11.3 For customer service matters related to your Subscription through a Subscription Provider other than HBO Max (including your Fee and Payment Method) or other matters relating to billing through your Subscription Provider, please contact your Subscription Provider directly.

12 Accessibility

For information about accessibility please visit our [Accessibility Statement](#). If you have questions or concerns about the accessibility of HBO Max, please visit our [Help Centre](#) or email us at accessibility@hbomax.com. Please be sure to specify the nature of the concern in your message, and we will review your inquiry.

13 FEEDBACK, SUBMISSIONS, PHOTO UPLOAD AND POSTINGS

Feedback

13.1 We may invite you to provide us with feedback, comments or other information on the Platform (“**Feedback**”). We welcome your Feedback, as it helps us to make the Platform an even better product for you and all of our users. By submitting Feedback, to the extent that you hold any intellectual property rights in such Feedback, you agree that we are free to reproduce, use and publicly display the Feedback in the whole world and for the whole duration of any intellectual property right pertaining to the Feedback, on the Platform, our websites, social media accounts, intranet, or internal working documentation in order to improve the Platform or for promotional purposes.

Unsolicited Submissions

13.2 HBO Max does not accept unsolicited submissions of concepts, creative ideas, suggestions, stories, or other potential content. This is to avoid the possibility of a future misunderstanding when projects developed by or in association with HBO Max (or its affiliates), staff or representatives might seem to others to be similar to the submitted concepts, creative ideas, suggestions, stories or other potential content. Therefore, please do not send HBO Max any unsolicited submissions. If you do, please be aware that no material you send to us will be treated as confidential.

Photo Upload and Postings

13.3 If the Platform provides you or other users an opportunity to upload photos, ratings, videos or post and exchange information, content, ideas and opinions (collectively, “**Postings**”), be advised that HBO Max shall have the right, but not the obligation to you, to screen and monitor Postings and may decide to remove or edit any Postings, which we consider to be offensive or otherwise in breach of these Terms, prior to their appearance on the Platform or elsewhere. Postings do not reflect the views of HBO Max, and HBO Max disclaims all responsibility and liability arising from the Postings.

13.4 You promise that (i) you have all necessary rights in all Postings you provide and all material, content and information they contain and that your Postings shall not violate or infringe upon any proprietary right, intellectual property right or other rights of third parties; and (ii) you will not upload or post any nudity, obscene materials, hate speech, or other objectionable, offensive, illegal, or otherwise harmful materials to the Platform, and (iii) you will not upload or post any sensitive or confidential personal data as part of the Postings.

14 INTELLECTUAL PROPERTY

Copyrights and trademarks

14.1 The Platform, and all materials incorporated into the Platform are protected by copyrights, patents, trademarks, trade secrets or other legal rights. You may not (a) show any Content to any public audience or view it in a public location; or (b) attempt to circumvent, avoid, bypass, remove, deactivate, impair or otherwise defeat any encryption, rights signalling or copy protection technology for the Content. Unauthorised copying, editing, exhibition, broadcast or distribution of a copyrighted program can result in severe criminal and civil penalties under applicable laws.

14.2 Some of the characters, logos or other images on the Platform are also protected as our registered or unregistered trademarks, trade names and/or service marks (“**Trademarks**”). All other trademarks are the property of their respective owners. Use of our Trademarks or anyone else’s is not authorised other than as incorporated into the Platform and permitted under these Terms.

14.3 We may gather data on Platform usage and other information to ensure that the Platform is being used in accordance with these Terms, as set out in the [HBO Max Privacy Policy](#).

Copyright notice

14.4 If you believe that any Content appearing on any part of the Platform has been copied in a way that constitutes copyright infringement under the laws of the countries within the Service Area, please forward the following information to the Copyright Agent named :

- (a) Your name, address, telephone number, and email address;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) The exact URL or a description of where the alleged infringing material is located;
- (d) A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- (e) An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; and
- (f) A statement by you that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

Attn: Legal Department/Copyright Agent

E-mail: hbomaxcopyrightviolations@hbomax.com

15 RESTRICTIONS ON USE OF THE PLATFORM

15.1 Please be aware that it is copyright infringement to make an unauthorised copy of any element or any portion of the Platform, including the Content, or underlying software.

15.2 You are only authorised to access and display Content on the Platform for your non-commercial, personal, entertainment use on compatible devices while your Subscription remains active and in good standing and only as permitted in these Terms.

15.3 You may not:

- (a) copy, reproduce, distribute, transfer, sell, license, publish, enter into a database, display, perform publicly, modify, create derivative works, upload, edit, post, link to, frame, transmit, rent, lease, lend or sublicense or in any way exploit any part of the Platform, or attempt to interfere with the operation of the Platform;
- (b) use any data mining, robots, virus, worms, bugs, or other data gathering and extraction tools on the Platform, or frame any portion of the Platform, or attempt to tamper, hack, corrupt, or impair the administration and/or security of the Platform;
- (c) copy, data mine, scrape or in any way extract any Content or data for the purpose of training any artificial intelligence algorithm, system, model or tool or any large language or machine learning model or any similar technology;
- (d) use the Content files or other elements of the Platform to construct any kind of database;
- (e) sell, copy, distribute, publish or otherwise share your Account details except as expressly permitted by these Terms, including via social media platforms, online marketplaces, or subscription sharing websites or platforms;

- (f) reverse engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, circumvent or otherwise translate, in whole or in part, the Platform or any Content, or attempt, or encourage or assist any other person, to take any of the above action; or
- (g) circumvent, disable, or otherwise tamper with any security technology protecting any Content, system resources, accounts or any other part of the Platform, or to attempt or assist another person to do so. It is prohibited to use or distribute tools designed for compromising security (e.g. password guessing programs, cracking tools or network probing tools).

If HBO Max authorises you to copy or download any part of the Platform, this authorisation is limited to viewing a single copy for non-commercial, personal, entertainment use only, and requires you to keep intact all copyright, trademark and other proprietary notices. Using any material on any other service or networked computer environment is prohibited.

16 ADDITIONAL LEGAL TERMS

Our liability to you

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

16.2 If you are a resident in Denmark, your rights in the event of any lack of conformity are derived from the Danish Sale of Goods Act.

16.3 If you are resident in Bosnia and Herzegovina, your right to a legal guarantee is derived from the provisions of the BiH Consumer Protection Law, Consumer Protection Law in Republic of Srpska, as well as applicable laws.

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

- (a) any use by you of the Platform or Content which isn't authorised by us under these Terms, including loss of profits if you attempt to use or display the Platform or Content for any commercial purpose;
- (b) any malfunction or interruption to the Platform or Content due to circumstances outside of our control that prevent us from fulfilling our obligations to you, or that can be considered a "force majeure event" under local law (where applicable). This could be due to things such as: (i) lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, pandemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action; or (ii) other actions of third parties we do not control;
- (c) any lack of functionality or failure to provide any part of the Platform or the Content, or any loss of content or data that is due to:
 - (i) malfunctions or faults in your chosen equipment, devices, operating system or internet connection (including malware, viruses or bugs originating from third parties or on any of your devices);
 - (ii) your failure to download or install, within a reasonable period of time, any update or the most recent published version of the Platform in order to benefit from new or improved features and/or functionality where we have informed you about the update, explained the consequences of failing to install it and provided installation instructions;
 - (iii) your failure to download or install any update or the most recent published version of the Platform in order to meet any compatibility requirements where we have informed you about the update, explained the consequences of failing to install it and provided installation instructions;

- (iv) unpredictable and insurmountable actions by third parties (for example a third party Subscription Provider); or
 - (v) your internet connection not meeting the minimum bandwidth and/or speed requirements as detailed in the [Help Centre](#).
- (d) incompatibility of any part of the Platform or Content with any devices or operating systems other than those listed in our [Help Centre](#).

17 DISPUTE RESOLUTION AND GOVERNING LAW

17.1 Our customer service department can resolve most customer concerns quickly and to the customer's satisfaction. Please contact HBO Max Customer Support for your Service Area as described in Section 11.

17.2 In the event of any dispute, claim, or controversy, we would like to try to resolve those disputes with you amicably. Accordingly, you can contact us describing in detail any such dispute, claim, or controversy between you and HBO Max ("**Notice**"). The Notice can be sent to the address or email address identified in Section 11 (Customer Service) for the applicable region in the Service Area. Please include in any Notice: (a) your name and contact details; (b) a description of the nature and basis of your claim or dispute, and (c) a description of your specific request for resolution.

17.3 These Terms and any legal proceedings initiated in relation to a disputes in connection with these Terms shall be subject to:

- (a) Swedish law for the HBO Nordic Service Area;
- (b) Czech law for the HBO Europe Service Area; and
- (c) Dutch law for the DCB Service Area,

save that nothing in these Terms will limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

17.4 As a consumer, you have the right to refer the matter to a competent court of law where you reside. You may also choose to make a complaint in the first instance to the relevant consumer protection agency in the Service Area or to the relevant EU or national board/authority for consumer disputes, which can be found here at <https://help.hbomax.com/cpa>.

17.5 You may be able to seek dispute resolution through other routes, depending on your country of residence. Please see further details for your territory, where available, in our [Help Centre](#).

18 INVESTIGATIONS

HBO Max may investigate suspected violations of these Terms. As part of such an investigation, HBO Max may gather information from you and take appropriate steps to address any such violations. We will collect and use any such information in accordance with the [HBO Max Privacy Policy](#).

19 HYPERLINKS TO AND FROM THIRD PARTY SITES

19.1 The Platform (including any communications that we send to you on our behalf or on behalf of third-party advertisers) may link you to other sites on the internet including, without limitation, sites affiliated with HBO Max or by our Subscription Providers. These other sites are not under the control of HBO Max, and you acknowledge that (whether or not these sites are affiliated in any way with HBO Max or its Subscription Providers). HBO Max is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of these sites. Further, HBO Max does not act on behalf of or endorse these sites, nor do we recommend or take responsibility for any third-party product or service featured on these sites.

20 USE IN SERVICE AREA ONLY

20.1 Except as described in Section 7.3, the Platform is intended for viewing solely within the Service Area. You are prohibited from using any technology to mask your location or hinder HBO Max's ability to determine your location. HBO Max may use technologies to verify your geographic location.

20.2 The HBO Max entity that you are entering into this agreement with and that provides you access to the Platform varies by Service Area. The "**Service Area**" means anywhere that the Platform is made available. The Platform is available in the following Service Areas and by the following entities:

EMEA Service Area includes the HBO Nordic Service Area, the HBO Europe Service Area, the DCB Service Area and the BluTV Service Area, each as defined herein.

i. **HBO Nordic Service Area**

HBO Nordic Service Area: Andorra, Denmark, Finland, Norway, Spain, Sweden, Portugal, and the Netherlands.

HBO Nordic Service Area HBO Max entity: HBO Nordic AB

Contact Information:

HBO Nordic AB
Tegeluddsvägen 80
115 28 Stockholm
Sweden

Phone number and email address are available on the [Corporate Information](#) page.

ii. **DCB Service Area**

DCB Service Area: Albania, Armenia, Austria, Belgium, Cyprus, Estonia, France, Georgia, Germany, Greece, Iceland, Israel, Italy, Kazakhstan, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Switzerland, Tajikistan, and Ukraine.

DCB Service Area HBO Max entity: Discovery Communications Benelux B.V.

Contact Information:

Discovery Communications Benelux B.V.
Piet Heinkade 173,
1019 GM Amsterdam,
Netherlands

Phone number and email address are available on the [Corporate Information](#) page.

iii. **HBO Europe Service Area**

HBO Europe Service Area: Bulgaria, Bosnia Herzegovina, Croatia, Czech Republic, Hungary, North Macedonia, Moldova, Montenegro, Poland, Romania, Serbia, Slovakia and Slovenia.

HBO Europe Service Area HBO Max entity: HBO Europe s.r.o.

Contact Information:

HBO Europe s.r.o.
Jankovcova
1603/47a,
Holešovice,
170 00 Praha 7, Czech Republic

iv. **BluTV Service Area**

The BluTV Service Area includes Türkiye.

BluTV Contact Information:

BLUTV İLETİŞİM VE DİJİTAL YAYIN HİZMETLERİ A.Ş.

Maslak Mahallesi, AOS 55.Sokak

42 Maslak A Blok Sitesi No:2/ 140

34470 Sarıyer/İstanbul, Türkiye

v. **U.S. Service Area**

The U.S. Service Area includes the U.S., the District of Columbia and the following U.S. territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands and the U.S. Virgin Islands.

U.S. Service Area Contact Information:

WarnerMedia Direct, LLC

230 Park Avenue South

New York, NY 10003

vi. **LATAM Service Area**

The LATAM Service Area includes Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Curaçao, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Montserrat, Nicaragua, Panama, Paraguay, Peru, St. Kitts and Nevis, St. Lucia, St. Vincent and The Grenadines, Suriname, Trinidad and Tobago, Turks and Caicos, Uruguay and Venezuela.

LATAM Service Area Contact Information:

WarnerMedia Direct Latin America, LLC

230 Park Avenue South

New York, NY 10003

vii. **APAC Service Area**

The APAC Service Area includes Singapore, Hong Kong, Taiwan, Malaysia, Philippines, Indonesia and Thailand

APAC Service Area Contact Information:

WarnerMedia Direct Asia Pacific, LLC 230 Park Avenue South, New York, NY 10003, USA

20.3 You can find out more about our Service Areas [here](#).

20.4 For clarity, irrespective of which HBO Max entity is the contracting entity that provides you with access to the Platform in accordance with Section 20.2, the Content on the Platform is selected and organised in a particular Territory under the editorial responsibility of the entities identified in the Corporate Information section on the Platform.

21 EXPORT CONTROLS; OFAC COMPLIANCE

- 21.1 You may not use or otherwise export or re-export the software except as authorised by United States law and the laws of the jurisdiction in which the software was obtained. In particular, but without limiting the generality of the foregoing, the software and other relevant elements of the Platform may not be exported or re-exported into any U.S. embargoed countries or to any countries prohibited by U.S. laws, rules or regulations.
- 21.2 By accessing the Platform, you confirm that you are not subject to sanctions imposed by the U.S. and you are not considered by the Office of Foreign Assets Control (OFAC) to be a specially designated national.

22 WHAT HAPPENS IF WE MAKE CHANGES TO THE SUBSCRIPTION PRICE, THE PLATFORM OR THESE TERMS:

Subscription Price Changes

- 22.1 Your Subscription Provider may change the price for a Subscription to the Platform and will communicate any price changes to you in accordance with these Terms of Use and applicable law.
- 22.2 We may change the price of your Subscription for the following reasons: (i) to reflect the costs of improvements we make to the Platform, including the development of new or improved technical features or functionalities, or improvements to the nature or delivery of specific Content; (ii) in light of significant changes we experience in the costs of production, licensing or acquisition of Content for the Platform; (iii) due to costs resulting from events outside of our control, such as a fire, flood or storm, which impact our operation of the Platform or your access to the Content; (iv) due to costs resulting from our compliance with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment; and (v) changing market conditions, or the increased costs of doing business, including in respect of costs for utilities and suppliers, personnel costs (including wages), administrative and customer services costs, government or regulatory fees, levies and taxes, and other costs relating to licensing, royalties and audiovisual investment obligations.
- 22.3 In addition, we provide the Platform on an ongoing basis and we cannot foresee what may change in the future. This means we may change the price for reasons other than those set out above in Section 22.2, provided that such price change is reasonable and permitted by applicable law.
- 22.4 If your Subscription is directly with HBO Max, we will give you reasonable notice at least 30 days in advance of any price change. Price changes will only come into effect at the start of your next billing period. If you do not want to continue your Subscription at the new price, you can cancel your Subscription before the start of the next billing period.

Updates and Changes to the Platform

- 22.5 We may regularly make updates and changes to the Platform to: (i) ensure compliance with applicable laws and/or reflect changes in relevant laws and regulatory requirements, such as mandatory consumer laws; (ii) perform temporary maintenance, fix bugs, implement technical adjustments and make improvements, such as adapting the Platform to a new technical environment, transferring the Platform to a new hosting platform, or ensuring Platform compatibility with the devices and software listed in our [Help Centre](#) (as updated from time to time); (iii) upgrade the Platform or release a new version on certain devices, change the list of compatible devices and software (including to remove certain older device types, models, operating systems or categories which are no longer compatible) or ending compatibility of the Platform with certain devices or software, or otherwise amending or making modifications to existing features and functionality; (iv) alter the structure, design or layout of the Platform or any Subscription plan, including amending,

improving, expanding and/or removing the features and functionalities available on the Platform or as part of a specific Subscription plan; (v) maintain the operability of the Platform; (vi) adapt the Platform to changing market conditions; (vii) for security reasons; (viii) for anti-piracy reasons; (ix) to adapt the Platform where we have reorganised the way we run our business, including merging with another brand or service; and (x) improve, maintain, expand or otherwise adjust the quality or scope of Content that we make available on the Platform and ways in which we make such Content available to you.

22.6 In addition, we provide the Platform on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to the Platform for reasons other than those set out above in Section 22.5, provided that such changes are reasonable and permitted by applicable law.

22.7 Subject to Section 22.9, if we make changes as specified in Sections 22.5 and 22.6 and these are changes which will negatively impact your access to or use of the Platform in more than a minor way, we will give you reasonable notice and you will have the right to terminate your contract with us. If this type of change is going to come into effect during your current billing period, you will be able to cancel your Subscription (at no cost to you) within 30 days from the date of any notice we provide or 30 days from when the change comes into effect, whichever is later. If you cancel in these circumstances, we will provide you with a refund corresponding to the period during which the changes were in effect and for amounts you have paid for your Subscription but not yet received. If you do not refuse such changes or otherwise cancel your Subscription within 30 days from the date of any notice we provide or 30 days from when the change comes into effect, whichever is later, we will take that as acceptance of the changes.

22.8 If we discontinue any part of the Platform or any Subscription plan, we will give you at least 30 days' prior notice (unless we need to discontinue the Platform or Subscription plan (or any part of them) more quickly for legal reasons, including in order to comply with a court order or due to a corporate re-structuring). If we discontinue a part of the Platform or Subscription plan you have subscribed to, we will provide you with a refund for any amounts you have paid us for your Subscription but have not yet received.

22.9 We may need to make changes to the Platform for security reasons (including to protect against cyber threats, unauthorised access or to address other security concerns with our Content or Platform) without notice in some circumstances. We will endeavour to minimise the impact of such changes on you as much as possible. If these changes negatively impact your access to or use of the Platform in more than a minor way, we will: (i) inform you of your right to end your Subscription; and (ii) provide you with a refund corresponding to the period during which the changes were in effect and for amounts you have paid for your Subscription but not yet received if you exercise your right to end your Subscription.

Changes to these Terms

22.10 We have the right to change these Terms at any time for the following reasons: (i) to improve the Terms, to make our Terms clearer or easier to understand or to have all our customers on the same Terms; (ii) due to reasons outside of our control or to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment; (iii) to provide you with additional information about the Platform, (iv) where we make changes to the Platform or any Subscription, including where we change the way we structure our Platform or expand the scope of the Platform by adding additional features, functionality, Subscriptions or Content; (v) where we reorganise the way we run our business, including merging with another brand or service; or (vi) for security reasons, including where we introduce additional security checks or software to protect our Content or the Platform.

22.11 In addition, we provide the Platform on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these Terms for reasons other than those set out above in Section 22.10 provided that such amendments are reasonable and permitted by applicable law.

22.12 If we change these Terms, we will notify you and give you the opportunity to read the new terms before the changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the Platform, or for security, legal or regulatory reasons (in which case we will notify you of the changes as soon as we can).

22.13 If we reasonably consider that any change to these Terms will negatively impact your legal rights or obligations in a significant way, we will provide you with reasonable notice of these changes and explain how to let us know if you refuse to accept the new terms.

22.14 If you refuse to accept the new terms before the changes are due to take effect, the version of the Terms that you previously accepted will continue to apply to your use of the Platform until the end of your current Billing Cycle.

22.15 If you do not refuse to accept any such changes before they take place, we will take that as your acceptance of the changes.

22.16 The most up to date version of the Terms will always be available on the Platform from their effective date.

23 ADDITIONAL TERMS AND CONDITIONS

You may have to accept additional terms and conditions in order to access certain Content or use certain features offered through the Platform. If there is a conflict or inconsistency between those additional terms and these Terms, those additional terms will prevail solely with respect to your use of the particular feature to which they apply.

24 MISCELLANEOUS

24.1 These Terms may not be amended, nor any obligation waived, without our written authorisation.

24.2 The Agreement between us and you is personal to you and no third party is entitled to benefit under it. You agree that we can transfer our rights and obligations under these Terms to any other company in the same group as us, where that company is wholly owned by Warner Bros. Discovery Inc., provided that your Subscription and rights under this Agreement will not be adversely affected as a result of such transfer. You may not transfer your rights or obligations under these Terms to anyone else.

24.3 If any paragraph or Section, or if any part of a paragraph or Section, of these Terms is held to be unlawful, invalid or unenforceable by a court or legal authority, that paragraph or Section, or any part of that paragraph or Section, shall be treated as removed. The validity and enforceability of the remaining parts of these Terms shall continue and will not be affected.

Annex 1: Withdrawal Rights

Instructions on withdrawal:

Right of withdrawal

You have the right to withdraw from this contract within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day of conclusion of the contract.

To exercise the right of withdrawal, you must inform Discovery Communications Benelux B.V., HBO Nordic AB, or HBO Europe s.r.o (as applicable, depending on your Home Country) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the below model withdrawal form, but it is not obligatory.

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

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery if applicable (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

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

Model Withdrawal Form:

(Complete and return this form only if you wish to withdraw from the agreement. **We recommend that if you purchased your Subscription from a third party other than HBO Max (such as an app store), you should submit this form with relevant information about them to that third party in order to withdraw from the agreement.**)

— To

Address: FAO Discovery Communications Benelux B.V., HBO Nordic AB, or HBO Europe s.r.o (as applicable, depending on your Home Country) Customer Services, Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom

Email: contactuseu@wbd.com

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: *[insert name of service and subscription type]*

— Ordered on (*)/received on (*)

— Email address used to register for the service

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only if this form is notified on paper)

— Date

(*) delete as appropriate.