



# YouTube Paid Service Terms of Service

[Terms of Service](#)

**Paid Service Terms of Service**

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Effective as of August 21, 2024 ([view previous version](#))

Please ensure you read the YouTube Paid Service Terms of Service in full, in addition to any Additional Terms that apply to the particular Paid Service(s) you are using.

[YouTube Paid Terms of Service](#) (applicable to all Paid Services)

[Additional Terms for YouTube TV](#)

[Additional Terms for YouTube Primetime Channels](#)

[Additional Terms for NFL Sunday Ticket](#) (includes Arbitration Terms)

## YouTube Paid Service Terms of Service

### Welcome to YouTube Paid Services!

#### 1. Our Service

Thank you for using the YouTube platform and the products, services and features we make available to you as part of the platform. YouTube enables access to certain premium features or content in exchange for one-time or recurring fees (each a "Paid Service"). The Paid Services include YouTube rentals and purchases, channel memberships, paid subscriptions, and other YouTube services which may be offered by Google.

## 1.1 Your Service Provider

The entity providing the Paid Services is Google LLC, located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google, "we", "us", or "our").

We may use other companies within the Alphabet Inc. corporate group, now or in the future (these companies are referred to as our "Affiliates") to manage Paid Services.

## 1.2 Applicable Terms

Your transactions and any use of the Paid Services are subject to: these Paid Service Terms of Service; the [YouTube Terms of Service](#); the [Paid Service Usage Rules](#); and the [YouTube Community Guidelines](#). We'll refer to these documents together as the "Terms".

Please read the Terms carefully and make sure you understand them. If you do not understand the Terms, or do not accept any part of them, then you may not use the Paid Services. Each time you place an order for a Paid Service (including when you order a subscription or an item of content), you will enter into a separate contract with us for that particular Paid Service and will be asked to accept the Paid Service Terms again.

## 2. Accessing Paid Services

### 2.1 Age Requirements

The age requirements in the YouTube Terms of Service also apply to your use of the Paid Services. You must also comply with any additional age restrictions that might apply for the use of specific Paid Services (for example an age restriction on a movie). Family managers and family members must meet these additional requirements as well.

### 2.2 Device Requirements and Usage Limits

Certain Paid Services may require you to use a device that meets the system and compatibility requirements for that

Paid Service, which may change from time to time. For further information on supported devices and technical requirements, visit our [Help Center](#). There may also be limits on how you can access or use the different types of Paid Services on YouTube (e.g., applicable viewing periods and device limitations). Please see the [YouTube Paid Service Usage Rules](#) for more information.

### **2.3 Geographic Restrictions**

The Paid Services, and certain content available within the Paid Services, may only be available in certain countries. You agree that you will not present any false, inaccurate or misleading information in an effort to misrepresent your country of residence, and you will not attempt to circumvent any restrictions on access to or availability of the Paid Services or content available within the Paid Services.

### **2.4 Other Google Paid Services**

In some cases, you may be able to access a Paid Service through other Google products (e.g., you may be able to watch a movie on Google Play that you purchased on YouTube). Additionally, you may be able to access content via YouTube that you have purchased, or subscribed to, through other Google products (e.g. you may be able to watch a movie on YouTube that you purchased on Google Play). Your use of any Paid Service is governed only by the Terms, and not the terms of any other Google product, including any other Google product through which you receive access to a Paid Service.

### **2.5 Your Information**

Our [Privacy Policy](#) explains how we treat your personal data and protect your privacy when you use the Paid Services. Please read the Privacy Policy carefully.

## **3. Payment and Free Trials**

### **3.1 Payment**

Google accepts payment via the payment method indicated prior to your purchase. You must have a valid, accepted payment method on file in order to purchase Paid Services, or to participate in no-cost trial offers or other no-cost offers related to the Paid Services. You agree to pay for any Paid Service that you order. Google will charge your payment method for the price listed for the relevant Paid Service along with any additional amounts relating to applicable taxes, bank fees and currency fluctuations. In some cases, you may transact with a third-party or affiliate platform when you purchase a Paid Service (e.g., if you subscribe to YouTube Premium using another platform like Apple or Google Play). In these cases, the platform will charge your payment method and be responsible for managing any issues with your payment, including refunds.

If you purchase any automatically renewing Paid Service subscription, you agree that Google will charge the payment method on file on the first day of each billing period for the subscription. If you pay through electronic cash payments (for example, debit card), (a) you authorize Google to process regularly scheduled charges, on a recurring basis, to your designated payment method for the applicable amounts for the relevant Paid Service (which may vary based on applicable sales tax); (b) you agree that Google will only provide you with notice of a change of the payment amount if such change is due to any reason other than variance in sales tax, bank processing fees, or currency exchange fees; and (c) you understand that, as an electronic funds transfer, these funds may be withdrawn as soon as the applicable transaction date(s). If any payment for a Paid Service cannot be completed via your designated payment method, you authorize Google and/or its service provider to collect the payment (and any fees associated with such failed payment) from your designated payment method or any other payment method you have saved to your Google payments profile. You will not dispute Google's recurring scheduled transactions with your bank, provided the transactions correspond to these payment terms. If Google is unable to charge you for a Paid Service, you may not be able to access the applicable Paid

Service until you update your payment method(s). Where possible, we will provide you with notice when this happens. If you fail to update your payment method(s) within a reasonable amount of time following that notice, Google may cancel or suspend your access to the Paid Service.

You may change your designated payment method at any time to another accepted form of payment, provided that if you wish to use a new payment method for an upcoming payment, you must designate the new form of payment at least one day prior to your next scheduled billing date. For clarity, if you pay with a debit card today, you may pay by another method, including credit card, at a later time. You may revoke this authorization with respect to a given payment method at any time by removing the relevant payment method from your account. Learn more about how to manage your payment methods [here](#).

### **3.2 Free Trials**

Google may offer free trials for a Paid Service to subscribers from time to time. If you purchase a subscription to a Paid Service that includes a trial, you will receive access to that Paid Service for the duration of the trial period. At the end of the trial period, you will be automatically charged the price of the subscription and will continue to be charged until you cancel your subscription. To avoid any charges, you must cancel your subscription before the end of the trial period.

### **3.3 Discounts**

Google may, from time to time, offer discounts on purchases or subscriptions (such as a YouTube family plan or student plan). Additional terms and conditions, including eligibility criteria, may apply to such plans and any such additional terms will be made available to you prior to purchase.

### **3.4 Pre-Orders**

Google may offer the ability to pre-order certain items of content that are available within the Paid Services. When you

place a pre-order, unless otherwise noted at the time, your payment method will not be charged until the date when the relevant item of content is made available to you. You can cancel a pre-order at any time up to the point at which the relevant item of content is made available. In some cases, Google may need to cancel a pre-order you have placed, in which case we will notify you.

### **3.5 Taxes**

If Google is required to collect or pay any taxes in connection with your purchase of a Paid Service, such taxes will be charged to you at the time of each purchase transaction.

## **4. Cancellations and Refunds**

### **4.1 Cancellation of Subscriptions**

If you purchase a subscription to a Paid Service that automatically renews, you may cancel the subscription any time before the end of the current billing period. The cancellation will take effect at the end of that billing period. You will retain access to the Paid Service from the time you cancel until the start of the next billing period and, unless otherwise indicated in the [Refund Policy](#), you will not receive a refund or credit for any remaining days in your current billing period.

### **4.2 Cancellation of Purchases or Rentals**

You can cancel your purchase and receive a refund as long as you have not commenced using the relevant Paid Service ordered and you make your request no later than 7 working days after your order is completed. We reserve the right to approve or deny refund requests after 7 working days at our sole discretion, except where the Paid Service is defective, in which case the [Refund Policy](#) will apply. If you receive a refund for any reason, Google reserves the right to terminate your access to the relevant Paid Service purchased.

### **4.3 Refunds**

Google offers additional rights of refund for several types of Paid Services, including digital content, as set out in the [Refund Policy](#).

## 5. License

After completing a transaction or paying the applicable fees for a Paid Service, you may access and use that Paid Service, for your personal, non-commercial use only, and as long as you comply with the Terms and the law. Your license to the Paid Services (including any content offered through the Paid Services) is non-exclusive and all rights, title and interest in the Paid Services not expressly granted to you in these Terms are reserved by Google and its licensors. You agree not to use any Paid Service, in whole or in part, in connection with any public presentation even if no fee is charged (except where such use would not constitute a copyright infringement).

## 6. Restrictions

When you use the Paid Services, you may not (or attempt to):

- use the Paid Services in an illegal manner, or for an illegal purpose;
- share your Google account password with someone else to allow them to access any Paid Service they did not order;
- copy, sell, rent, or sublicense the Paid Services to any third party;
- circumvent, reverse engineer, modify, disable, or otherwise tamper with any security technology that Google uses to protect the Paid Services or encourage or help anyone else to do so;
- access the Paid Services other than by means authorized by Google; or
- remove any proprietary notices or labels on Paid Services (for example watermarks).

## 7. Changes

## **7.1 Changes to the Paid Services**

We're constantly developing new features and ways to improve our services and we may modify the Service (including the Paid Services) as set out in the YouTube Terms of Service. Changes to a Paid Service will not affect your ability to request a refund as described above.

## **7.2 Removal or Unavailability of Content**

The availability of content on a Paid Service may change from time to time, including when content within a Paid Service becomes limited or unavailable due to restrictions from our partners who license us that content, or for legal or policy reasons.

- For rentals of content: if content becomes removed or unavailable during your rental period, you will be entitled to either a refund or to a reasonable replacement.
- For purchased content: (a) if the content becomes removed or unavailable during the first five years after your purchase, you will be entitled to a refund or a reasonable replacement or (b) if the content becomes removed or unavailable following such five year period, and you are not able to download a copy of the affected content before it becomes unavailable (if applicable), then we may, at our option, offer you either a reasonable replacement of the content or a full or partial refund of the price of the content.

## **7.3 Changes to Pricing**

You acknowledge that prices for Paid Services may change from time to time, for example, to reflect inflation, changes in applicable taxes, changes in pricing from our licensors, changes for promotional offerings, changes to the Paid Services or changing business needs. Google does not provide price protection or refunds in the event of a price reduction or promotional offering. Any changes to pricing for Paid Services with recurring payments, excluding pricing changes due to changes in applicable taxes, will only apply



following reasonable notice to you. If we notify you of a price change for a Paid Service with a recurring payment and you do not want to continue that Paid Service at the new price, you can cancel the Paid Service before the start of the next subscription period in which the new price applies, by following the steps in Section 4 (Cancellation of Subscriptions).

#### **7.4 Changes to this Agreement**

Google may change these Paid Service Terms, for example, (1) to reflect changes to our Service or how we do business, e.g., when we add new products or features or remove old ones, (2) for legal, regulatory, safety or security reasons, or (3) to prevent abuse or harm. If we materially change the Paid Service Terms, we'll provide you with reasonable advance notice (except when we launch a new product or feature or in urgent situations, such as preventing ongoing abuse or responding to legal requirements) and an opportunity to cancel any subscriptions. The new Paid Service Terms will be effective after such notice period. Your continued use of a Paid Service following such notice period will indicate your acceptance of the new Paid Service Terms. The new terms will apply to your use of all Paid Service content (including content you have purchased in the past) and all subsequent purchases. If you do not agree to such changes then (i) please cancel any subscriptions you have purchased before the end of the notice period and (ii) you may not buy any additional Paid Services and the latest version of the Paid Service Terms that you accepted will continue to apply to your use of previously purchased Paid Services.

### **8. Communications**

#### **8.1 Generally**

By using the Paid Services, you consent to receiving communications from us including marketing communications such as newsletters about YouTube features and content, special offers, promotional announcements, and customer surveys, to your registered email address or via

other methods. If you no longer want to receive marketing communications, go to the "Notifications" tab within the "YouTube Settings" page of our website to manage your YouTube communications. Please review our Privacy Policy for further details.

## 8.2 Communications Required in Writing

You consent to and agree that any communications, documents or other materials that we are required under applicable law to provide to you in writing ("**Required Communications**") may be provided in electronic form, and will be deemed received by you when we send them to your registered email address or make them available to you on the YouTube website or in a YouTube application. You may [contact us](#) to withdraw your consent to electronically receive Required Communications. Google reserves the right to terminate your use of the Services if you decline or withdraw consent to receive Required Communications electronically. If you withdraw your consent to receive electronic Communications, such withdrawal will not affect the legal validity and enforceability of any financial obligations under this Agreement, or any electronic Required Communications provided or business transacted between you and YouTube prior to the time you withdraw your consent.

## 9. Other Terms

9.1 The Paid Services include content uploaded or otherwise submitted by our users and partners. If you see any content which you believe does not comply with our Community Guidelines, please notify us by following the instructions [here](#).

9.2 You can contact our customer support team by clicking "Help" next to the relevant purchase on your [Purchases page](#) (for one-time purchases) or by [contacting the team](#). Complaints and/or feedback about your Paid Service experience may also be sent to Google at the address listed in the first section (marked with "Attn: YouTube Paid Services").

**9.3** To protect your Google account, keep your password confidential. You should not reuse your Google account password on third-party applications. Learn more about [keeping your Google account secure](#), including what to do if you learn of any unauthorized use of your password or Google account.

**9.4** Your transaction for the Paid Service is with Google LLC, unless your transaction is in Guam or the Northern Mariana Islands, in which case it is with Google Digital Inc.

**9.5** The provisions of the [YouTube Terms of Service](#) (including those relating to governing law and limitation of liability) apply to your use of the YouTube Paid Services. If there is a conflict between the YouTube Terms of Service and these Paid Service Terms, the Paid Service Terms will take precedence.

## **Additional Terms for YouTube TV**

### **1. Your Acceptance**

By purchasing a subscription to YouTube TV, you agree to the Paid Service terms above, as well as these additional terms. YouTube TV is a digital streaming-only service offered on full time basis to paying subscribers in the US via authorized YouTube players and/or players on permitted devices. YouTube TV is distinct and separate from all other YouTube offerings. YouTube TV is a logged-in only, 13+ experience. If you are under 13, please do not use YouTube or YouTube TV. Please note: YouTube TV accounts are for personal, non-commercial, residential use only - use of a YouTube TV account is not permitted in any group viewing spaces.

### **2. Authorization**

YouTube TV only is available on authorized connected devices, portable media players and computers, and other approved Internet-enabled devices. YouTube TV cannot be accessed through a set-top box used as a decoder, including

CableCard devices. Permitted devices are subject to change. If a device or account cannot be authorized, YouTube TV content may be withheld until authorization is successful. Re-authorization may also occur to ensure that the account and credentials are still valid. A new subscriber will need to be authorized, even if the device was already authorized for a previous subscriber. As part of YouTube TV, you may be asked to login to your Google account as well as register for accounts on various content provider sites. Please review policies on each site you register for to see if it's right for you.

If you are having difficulty authorizing your device or have any questions, please contact customer support. All customer care, customer support, technical support and billing activities for YouTube TV will be administered by YouTube.

YouTube reserves the right to terminate a subscription or take other appropriate action (including suspension of your YouTube account) for violations of these or any applicable terms or policies, including non-compliance with any security or intellectual property prohibitions. Content partners may also reserve rights and remedies under law and equity against any consumers and any other parties who infringe the content partners' rights with respect to any content and/or promotional materials.

### **3. Content**

The content in YouTube TV is unique, subject to all the content restrictions listed here and may change at any time. YouTube TV subscribers may not allow any person or device to download the content available through YouTube TV or allow any person or device to view YouTube TV content online or through an unauthorized device. Additionally, YouTube TV content may not always be available or may not be available on all devices. For instance, YouTube TV is restricted from distributing NFL football games on any portable device (including, but not limited to, wireless phones, pagers, smart phones and personal digital assistants).

Some content may not be authorized for particular geographic or metropolitan areas, some content may not be authorized for particular devices, and/or some programming may not be available or may be blacked out and substitute programming may be shown instead. Google's content partners have discretion over the programming they include in YouTube TV and may modify programs, program elements, promotional or other materials at any time. Content availability may also differ by time zone.

In addition, if any Video On Demand ("VOD") offerings are made available in YouTube TV, those offerings are subject to change at any time, including, (1) any content within a package subscribed to by the user, or (2) any package of content or services. Differences in YouTube TV offerings on a geographic basis may include: different broadcast stations; different regional sports networks ("RSNs"), or no service offering in a location at all. VOD offerings may also vary in their access to features such as fast forward, look back or start over.

Interactive features may also be limited based on the content, location or device. YouTube TV expressly prohibits use of post-market modification devices or any equipment or service that would facilitate or enable unauthorized modification to content. YouTube TV will monitor usage and protect content on the service from piracy, unauthorized access, distribution, or use through content protection systems and related software applications designed to withstand subscriber circumvention. Any reported or suspected circumvention may result in termination of your subscription and/or account.

Closed captioning, video description information, and other data will be provided as required by law or regulation. Program signaling, secondary audio, watermarks, and non-essential data may be included in content at the content partner's discretion. YouTube TV will not remove any essential data from the content and will work to ensure that the audio and video quality meets minimum thresholds.

Access to YouTube TV or content may be suspended in whole or in part for any reason including legal or regulatory reasons, such as an order or injunction from any court, administrative body, or regulatory authority, or due to material unauthorized access or use of content.

Recording and playback of content within YouTube TV is solely for a subscriber's personal, non-commercial use and not for group viewing. Recording must always be future-looking and at the subscriber's volition. YouTube TV prohibits the use of any device, technology, or service allowing users to automatically tune away from, or to skip or delete (other than manual scrubbing), advertising or promotions on a recorded program. Programming and advertising viewership by a subscriber may be measured during playback of a recording in the same manner as for linear distribution of the programs. Recordings may be stored for up to nine (9) months, except in those instances where Google is asked to delete or remove access to a recording or within 24 hours of the termination of the subscriber's subscription. Recording may not be available on all programs, at the content partner's discretion. To the extent available, the subscriber-recorded version of a program may be replaced with a start over program, a VOD or another program version.

YouTube TV prohibits downloadable (other than caching), sideloadable, transferable, or uploadable copies of content by a subscriber. Other than recording services provided within YouTube TV, subscribers are prohibited from any recording, copying, storage, retransmission or redistribution of any linear or VOD program. Recording playback must comply with these usage rules which may change from time to time. Subscribers are not granted any rights or license by use of recording functions, through recording activities, or through any network- or remote-storage of recording. Use of the recording functionality can only be undertaken to the extent permissible under copyright and other applicable laws.

#### **4. Payment**

Only paying subscribers or subscribers authorized to receive the content through a promotion (including a trial) will be authorized to access content in YouTube TV. Note that at the end of trials, subscribers will automatically be charged the regular monthly fee for the programming service, unless the subscriber cancels the service. Subscribers can cancel at any time by clicking cancel within the app or contacting support. Upon cancellation, subscribers still may be charged for the current billing period. The monthly fee charged for YouTube TV covers the content within the selected package, with no additional fees or surcharges. Additional content or additional packages may be available for an additional cost. YouTube TV requires an up-to-date and valid payment instrument to maintain continued access to the content. For questions about refunds, billing or pro-rated charges, please see the [Help Center](#).

## **5. Shared Accounts**

Each YouTube TV subscription comes with 5 additional accounts. All shared accounts must be from the same household or family living together, as determined by electronic check-ins every 30-90 days. Subscribers may not share their recordings with anyone, even if they are sharing a subscription. All YouTube TV accounts will be limited to 3 concurrent streams. A YouTube TV subscription comes with access for 6 different Google accounts but a given subscriber may only register 10 devices in a given calendar month to an account, and no more than 30 devices to an account in a given calendar year. When the device limitation is reached, additional devices may not be added.

## **6. Prohibitions**

The YouTube TV logo and other trademarks, graphics, logos, scripts, and sounds are trademarks of Google and/or its content partners. None of the trademarks or content displayed through YouTube TV may be used by a subscriber, copied, downloaded, or otherwise exploited. YouTube TV will monitor and protect content on the service from piracy, unauthorized access, distribution, or use. Subscribers do not gain any

sponsorship, affiliation or association with the content, networks, programs or any content producer through their use of the YouTube TV service. Content partners are the exclusive owner of the programming service and content distributed on YouTube TV, even when a copy of the content is stored by a subscriber. Subscribers do not obtain any proprietary rights in a programming service or content by using the service.

## 7. Privacy & Security

In YouTube TV, as with all Google products and services, the [Google privacy policy](#) controls the use, collection and sharing of data. YouTube TV may share aggregated data with its content partners.

YouTube TV will use Google's proprietary location detection services to determine location. The location of your device will be used to (i) determine which content you are permitted to access and (ii) provide access to that content. YouTube TV may also use other means such as the location of the device at sign up and the location of the billing address or payment instrument to verify location and content accessibility. YouTube TV will be improving technology to determine a subscriber's location, and streams accessed from within the home may have different concurrent stream limitations. YouTube TV reserves the right to monitor and report to content partners on usage patterns including inactivity, in accordance with the Google Privacy Policy.

Because YouTube TV may be accessible from various permitted devices (i.e., mobile, desktop) or various third party sites (i.e. content partners' sites), the personal information collected may differ depending on the access point. Be sure to check the privacy policy of each underlying site where you access YouTube TV to understand the data being collected and shared. Additionally a subscriber's account may be linked to other accounts owned by subscriber to facilitate a personalized experience on an applicable access point. If a subscriber watches content on a different access point than YouTube TV, the subscriber may be placed within that



interface until such time as the subscriber switches back to YouTube TV.

YouTube TV may actively recommend content, market and promote the YouTube TV service and related services to users through algorithmically driven, personalized recommendations tools to deliver optimized personalized results. YouTube TV may also collect results and metrics related to the personalized content delivery and/or the marketing campaign(s) for distribution to our partners, within the scope of the Google privacy policy. YouTube TV will not change or otherwise interfere, or authorize, facilitate or enable the change of or other interference with the subscriber's channel selection or equipment that is tuned for viewing or recording, unless specifically authorized by the subscriber. YouTube TV may supply security and content protection updates, including security patches, from time to time; such security enhancements must be promptly downloaded, installed, or otherwise implemented by the subscriber upon notification of their availability.

## **8. Measurement**

Our content licensors, as well as our advertisers, seek to measure the performance of their creative material across many platforms, including YouTube TV. YouTube TV may feature Nielsen proprietary measurement software, which will enable subscribers to contribute to market research, such as Nielsen TV Ratings. Accordingly, YouTube TV may permit the use of third-party measurement software that enables third parties (such as Nielsen) to include subscriber viewing on YouTube TV in calculating measurement statistics such as TV Ratings. To learn more about the information that Nielsen software may collect, please see the Nielsen Digital Measurement Privacy Policy at <https://www.nielsen.com/digitalprivacy>. That policy includes information about subscriber choices with regard to Nielsen measurement software on YouTube TV. For choices with regard to Nielsen measurement software on the YouTube TV mobile application, please visit "About Nielsen Measurement" in the mobile application's settings.

# Additional Terms for YouTube Primetime Channels

## 1. Your Acceptance

Each subscription for a YouTube Primetime Channel (each a "**Primetime Channel**") is offered as an independent subscription separate from any other Primetime Channel(s) and content purchases or subscriptions you may have, including without limitation, your YouTube TV subscription, YouTube Premium subscription and any YouTube TV add-on content you may have elected. When subscribed to, each Primetime Channel is considered a separate content subscription subject to the above Paid Service terms and these additional Primetime Channel terms (these "**Primetime Channel Terms**"). YouTube enables access to certain premium features or content that may not be available to you on a Primetime Channel.

By purchasing a subscription to a Primetime Channel, you agree to the Paid Service terms above as well as these Primetime Channel Terms. If any part of these Primetime Channel Terms conflict with any part of the above Paid Service Terms, the terms and conditions of these Primetime Channel Terms will apply to your Primetime Channel subscription.

## 2. Entitlement

Your Primetime Channel subscriptions are separate from your YouTube TV subscription, however certain Primetime Channel content may be viewed on YouTube TV. When Primetime Channel content is viewed through YouTube TV, the Additional Terms for YouTube TV, and not these Primetime Channel Terms, will apply. For information on how to view Primetime Channel content on YouTube TV, please visit our [Help Center](#).

## 3. Content

YouTube is not responsible for the content provided by Primetime Channels. You must be at least 18 years of age to subscribe to a Primetime Channel and it is your responsibility to ensure proper viewership of Primetime Channel content.

Content availability on each Primetime Channel is subject to YouTube's [Community Guidelines](#). Therefore, because of this or other legal or policy reasons, you may not be able to watch all of the content that would otherwise be available from a Primetime Channel content partner on YouTube and in some cases, this content may only be available from the content partner directly.

YouTube is not liable to you for Primetime Channel content that is not available through YouTube. However, if a Primetime Channel's content becomes unavailable on YouTube, you may request a partial refund for the unavailable/affected content.

Some Primetime Channel content may not be downloaded. Some Primetime Channel content may not be authorized, and therefore not available, for particular geographic or metropolitan areas, time zones, or particular devices. In addition, some programming, especially certain sports programming, may be subject to local or regional blackout and substitute programming may be shown instead. Google's content partners have discretion over the programming they include in each of their Primetime Channels and may modify programs, program elements, promotional or other materials at any time. Primetime Channel content availability may also differ by time zone.

YouTube will monitor usage and protect content on the service from piracy, unauthorized access, distribution, or use through content protection systems and related software applications designed to withstand circumvention. Any reported or suspected circumvention may result in termination of your subscription and/or account.

Closed captioning, video description information, and other data will be provided as required by law or regulation. Program

signaling, secondary audio, watermarks, and non-essential data may be included in Primetime Channel content at the content partner's discretion. YouTube will not remove any essential data from Primetime Channel content and will work to ensure that the audio and video quality meets minimum thresholds.

Access to Primetime Channel content may be suspended in whole or in part for any reason including legal or regulatory reasons, such as an order or injunction from any court, administrative body, or regulatory authority, or due to material unauthorized access or use of content.

Live playback of content within a Primetime Channel is solely for your personal, non-commercial use and not for group viewing. Your programming and advertising viewership may be measured during live playback in the same manner as for linear distribution of the programs.

Use of the live playback functionality can only be undertaken to the extent permissible under copyright and other applicable laws.

Each of your subscriptions for a Primetime Channel is separate from any other Primetime Channel subscriptions you may have and may be cancelled independently from any other Primetime Channel subscriptions. Primetime Channels subscribed to as part of a bundle of Primetime Channels may only be cancelled by cancelling the bundle of Primetime Channels in its entirety.

#### **4. Accessing Content**

You may access each Primetime Channel on a limited number of devices at the same time. When the device limitation is reached, you may not access a Primetime Channel on additional devices.

#### **5. Payment**

The date on which your subscription for each Primetime Channel auto renews will be based upon the date you first purchased a subscription to the Primetime Channel.

## **6. Ads**

The ad experience for each Primetime Channel's content may be different from what you see on YouTube, YouTube TV and other Primetime Channels. This includes, but isn't limited to, the frequency of ads or length of ad breaks. YouTube Premium members may still see ads on Primetime Channels.

## **7. Prohibitions**

The YouTube logo and other trademarks, graphics, logos, scripts, and sounds are trademarks of Google and/or its Primetime Channel content partners. You may not use, copy, download or otherwise exploit any of these Google and/or Primetime Channel content partners' trademarks or materials displayed through YouTube. You do not gain any sponsorship, affiliation or association with any Primetime Channel content, networks, programs or any Primetime Channel content producer through your use of the YouTube Primetime Channel service. Primetime Channel content partners are the exclusive owner of the Primetime Channel programming and content distributed on their Primetime Channel, even when a copy of the content is stored by you. You do not obtain any proprietary rights in any Primetime Channel or its programming or content by using the YouTube Primetime Channel service.

## **8. Privacy & Security**

With YouTube Primetime Channels, as with all YouTube products and services, the [Google privacy policy](#) controls the use, collection and sharing of data. YouTube may share aggregated data with its content partners.

YouTube will use Google's proprietary location detection services to determine location. Your location will be used to (i) determine which Primetime Channel content you are permitted to access and (ii) provide access to that Primetime

Channel content. YouTube may also use other means to verify location and Primetime Channel content accessibility. YouTube reserves the right to monitor and report to Primetime Channel content partners on usage patterns, including inactivity, in accordance with the Google Privacy Policy.

Because Primetime Channels may be accessible from various permitted devices (i.e., mobile, desktop) or various third party sites (i.e. content partners' sites), the personal information collected may differ depending on the access point. Be sure to check the privacy policy of each underlying site where you access YouTube to understand the data being collected and shared. Additionally, your account may be linked to other of your accounts to facilitate a personalized experience on an applicable access point. If you watch content on a different access point than YouTube, you may be placed within that interface until such time you switch back to YouTube.

YouTube may actively recommend content, market and promote the Primetime Channel service and related services to users through algorithmically driven, personalized recommendations tools to deliver optimized personalized results. YouTube may also collect results and metrics related to the personalized content delivery and/or the marketing campaign(s) for distribution to our partners, within the scope of the Google privacy policy. YouTube will not change or otherwise interfere, or authorize, facilitate or enable the change of or other interference with your Primetime Channel selection unless specifically authorized by you. YouTube may supply security and content protection updates, including security patches, from time to time; such security enhancements must be promptly downloaded, installed, or otherwise implemented by you upon notification of their availability.

## **9. Measurement**

Our Primetime Channel content partners, as well as our advertisers, seek to measure the performance of their Primetime Channel content across many platforms, including YouTube Primetime Channel service. YouTube Primetime

Channels may feature Nielsen proprietary measurement software, which will enable you to contribute to market research, such as Nielsen TV Ratings. Accordingly, YouTube may permit the use of third-party measurement software that enables third parties (such as Nielsen) to include your viewing on YouTube Primetime Channel in calculating measurement statistics such as TV Ratings. To learn more about the information that Nielsen software may collect, please see the Nielsen Digital Measurement Privacy Policy at <https://www.nielsen.com/digitalprivacy>. That policy includes information about your choices with regard to Nielsen measurement software on YouTube. For choices with regard to Nielsen measurement software on the YouTube mobile application, please visit our [Help Center](#).

## **Additional Terms for NFL Sunday Ticket on YouTube**

### **1. Introduction**

These Additional Terms for NFL Sunday Ticket on YouTube (“**ST Terms**”) govern your use of and access to NFL Sunday Ticket as made available via YouTube and/or YouTubeTV in exchange for one-time or recurring fees (the “**ST Services**”). **Please read these ST Terms carefully. They require the use of binding individual arbitration to resolve disputes rather than jury trials or class actions.** Your purchase of an NFL Sunday Ticket subscription and any use of the ST Services are subject to: these ST Terms; these [Paid Service Terms of Service](#); the [YouTube Terms of Service](#); the [Paid Service Usage Rules](#); and the [YouTube Community Guidelines](#). We’ll refer to these documents together as the “**Terms**”. Please note: you may access and use the ST Services, for your personal, non-commercial, residential use only, and as long as you comply with these Terms and the law.

### **2. Your Acceptance**

You must be at least 18 years of age to purchase a subscription to NFL Sunday Ticket. By purchasing a

subscription to NFL Sunday Ticket, you agree to these ST Terms as well as the Paid Service Terms of Service above and the YouTube Terms of Service. If there is a conflict between any part of these ST Terms, the YouTube Terms of Service and/or the Paid Service Terms of Service above, the terms of these ST Terms will take precedence and apply to your NFL Sunday Ticket subscription and your use of the ST Services. Please read the Terms carefully and make sure you understand them. If you do not understand the Terms, or do not accept any part of them, please do not purchase an NFL Sunday Ticket subscription or use the ST Services. By accessing and/or using the ST Services, you agree to accept the provisions set forth in the Terms.

### **3. Content Availability**

Some ST Services content may not be authorized, and therefore may not be available, for particular geographic or metropolitan areas, time zones, or particular devices (including, but not limited to, wireless phones, pagers, smart phones and personal digital assistants). In addition, some programming may be subject to local or regional blackout in which case such programming will not be available to you. The NFL has discretion over the programming that is included in the ST Services and may modify programs, program elements, promotional or other materials at any time.

### **4. Accessing the ST Services**

You may purchase an NFL Sunday Ticket subscription as an add-on to your YouTube TV Base Package or directly on YouTube through Primetime Channels. You may purchase NFL Sunday Ticket as a recurring subscription or a one-time purchase. Recurring subscriptions will be identified at the point of purchase. After you purchase an NFL Sunday Ticket subscription, you may be entitled to access the ST Services on both YouTube TV and Primetime Channels. For more information, please visit our [Help Center](#). When you access the ST Services on YouTube TV, the [Additional Terms for YouTube TV](#) will apply. When you access the ST Services on Primetime Channels, the [Additional Terms for Primetime Channels](#) will



apply. For information about the concurrent stream rules that apply to your membership, please visit our [Help Center](#).

#### **4.1 YouTube TV and Primetime Channels Sunday Ticket Offer Terms**

Please review the [YouTubeTV](#) and [Primetime Channels](#) Sunday Ticket Offer Terms for the additional terms and conditions that apply to NFL Sunday Ticket offers and your purchase of applicable NFL Sunday Ticket subscription(s).

#### **4.2 NFL Sunday Ticket Subscription Purchased on YouTube TV**

If you purchase a NFL Sunday Ticket subscription on YouTube TV, you must maintain your YouTube TV Base Plan to access the ST Services. If you cancel or pause your YouTube TV Base Plan, you will lose access to the ST Services. If you restart your YouTube TV Base Plan, you will regain access to the ST Services.

#### **4.3 NFL Sunday Ticket Subscription Purchased on Primetime Channels**

If you purchase an NFL Sunday Ticket subscription directly on YouTube through Primetime Channels, you are not required to maintain a YouTube TV Base Plan to access the ST Services.

You may also use your NFL Sunday Ticket subscription credentials to access the ST Services through the NFL's owned and operated websites and apps, and where otherwise made accessible by NFL Enterprises LLC, through its owned and operated platforms (together, the "**NFL Websites and Apps**"). Your use of the ST Services on the NFL Website and Apps is subject to the NFL Websites and Apps terms of service and privacy policy.

### **5. Use of the ST Services**

The ST Services, and content available within the ST Services, may not be available in all locations. For more information,

please visit our [Help Center](#). You agree that you will not present any false, inaccurate or misleading information in an effort to misrepresent your country of residence, and you will not attempt to circumvent any restrictions on access to or availability of the ST Services or content available within the ST Services. We will use Google's proprietary location detection services to determine location and will block access to the ST Services based on our good faith determination that you are located outside of the permitted geographic locations.

## **6. NFL Sunday Ticket Student Plan**

We may offer eligible students the opportunity to purchase an NFL ST Student Plan membership ("**Student Plan**") as a one-time purchase. Student Plans do not automatically renew and must be paid for in full at the time of purchase. Student Plans are available for purchase on YouTube through Primetime Channels only. Eligible students who purchase a Student Plan will be entitled to access their subscription on YouTube and YouTube TV.

### **6.1 Eligibility**

To be eligible to purchase a Student Plan, you must be a full-time student at a higher education institution who has a billing address in any of the fifty (50) United States or the District of Columbia. A full-time student who is enrolled in an international higher education institution may be eligible to purchase a Student Plan, but that student must be physically present in any of the fifty (50) United States or the District of Columbia to access the ST Services. Your eligibility to purchase a Student Plan will be verified by a third-party verification service. You will be required to re-verify your eligibility before purchasing a Student Plan for future seasons.

### **6.2 Restrictions**

Student Plan memberships are restricted as follows: (i) access to the ST Services is limited to one (1) device at a time, (ii) Student Plan memberships are limited to one (1) stream of the ST Services content at a time, (iii) Student Plan

memberships cannot be shared in a family group, and (iv) Student Plan memberships are only available for purchase in the fifty (50) United States and the District of Columbia.

## 7. Refunds

Payments for NFL Sunday Ticket subscriptions are non-refundable, in whole and/or in part. Once your payment method has been charged for a season, you will not be able to get a refund for that season. NFL Sunday Ticket subscriptions purchased through the Apple store require authorization from Apple and are subject to their refund policies. [Please contact Apple support](#) for any questions about their policies.

## 8. Cancellation and Termination

NFL Sunday Ticket subscriptions cannot be cancelled. If you purchase a NFL Sunday Ticket subscription that automatically renews, once your payment method has been charged for a season, you will not be able to cancel your membership for that season. You may cancel the renewal any time before the next season. You will retain access to the ST Service from the time you cancel the renewal until the end of the current season. You will not receive a refund or credit for any remaining days in the current season. The cancellation for a renewal will take effect at the end of the current season.

## 9. Monthly Payment Plans

Based on [your address](#) in your [Google payments profile](#) (your “Address”), we may offer you the option of a monthly installment payment plan (a “**Monthly Payment Plan**”) for a subscription to the ST Services for an applicable NFL season. This Section 9 of these ST Terms apply only to Monthly Payment Plans made available in the locations listed [here](#) and, in the event of any conflict with the other terms of these Paid Service Terms, will supersede such other terms. Monthly Payment Plans made available in any other locations will be subject to a separate agreement between you and Google and, in the event of any conflict between that separate agreement and the terms of these Paid Service Terms (including this

Section 9), such separate agreement will supersede the Paid Service Terms.

## **9.1 Your Information**

You represent and warrant that your Address is accurate and current. If your Address changes during your subscription term, you will need to update your Address to reflect that change. You agree that you will not present any false, inaccurate or misleading information in an effort to misrepresent your Address, and you will not attempt to circumvent any restrictions on access to or availability of a Monthly Payment Plan. If you delete your Google payments profile or your Google account that is associated with your purchase of the ST Services, subject to applicable law, we may continue to charge you according to your payment schedule or, at our discretion, any remaining payments owed for such purchase may immediately become due and we may charge such amounts in full.

## **9.2 Payment Authorization and Commitments**

If you are eligible and choose to purchase a subscription to the ST Services on a Monthly Payment Plan, your purchase of such subscription for an NFL season is made once your first payment for that NFL season has been charged. Once you have purchased a subscription for an NFL season, you agree to make, and authorize Google to charge your designated payment method on a recurring basis for, all remaining payments for such subscription to the ST Services for that NFL season as they become due. ONCE YOU PURCHASE AN ST SERVICES SUBSCRIPTION FOR AN NFL SEASON ON A MONTHLY PAYMENT PLAN, YOUR MONTHLY PAYMENT PLAN FOR THAT SEASON CANNOT BE CANCELLED OR REFUNDED (IN WHOLE OR IN PART). You commit to pay the full price for your ST Services subscription for the applicable NFL season shown at checkout, and you are obligated to continue making payments until you meet your commitment. The information included on your receipt for your subscription purchase, including payment amounts and timing, are incorporated into your Monthly Payment Plan obligation by reference. You will

not dispute any of the installment payments with your bank, provided the transactions correspond to these and any other payment terms included in the Terms. We may accept late or partial payments with respect to any Monthly Payment Plan, or delay in enforcing our rights under any Monthly Payment Plan, without waiving any of our rights under such plan.

### **9.3 Payment Method & Payment Default**

You may change your payment method on file for your ST Services subscription at any time to another accepted form of payment. For example, if you pay with a debit card today, you may update your form of payment to pay by another accepted method, including credit card, at a later time. To remove or amend your payment method on file, you must change your payment method in your [Google payments profile](#). To ensure an upcoming payment is charged to your updated payment method, you will need to make the update at least one day before the applicable payment is due.

### **9.4 Payment Issues**

If an installment payment charged as part of your Monthly Payment Plan is returned or cannot be otherwise completed, you acknowledge that we may, at our option, prior to the Monthly Payment Plan going into default, re-submit the installment payment up to the number of times permitted by applicable law and payment system rules. You also authorize Google to collect the installment payment from your designated alternative payment method or any other payment method saved to your Google payments profile. Your Monthly Payment Plan will be deemed in default when both of the following have occurred: (a) you have failed to pay any one of your installment payments under your Monthly Payment Plan on the scheduled date; and (b) Google has sent a formal notice to the email address you used to purchase the relevant ST Services subscription expressly stating that your Monthly Payment Plan is in “payment default.” If you fail to make any installment payment in your Monthly Payment Plan, then, subject to any payment grace period we may offer and applicable law, we may suspend your subscription and stop

your access to the applicable ST Services and, if you wish to obtain use of such ST Services during the remainder of the applicable NFL season, we may require, in our discretion, that you (1) pay your outstanding balances for the applicable NFL season, or (2) purchase a package for the remainder of the applicable NFL season by making a single payment of the purchase price for that package. If you have not completed all installment payments required for your Monthly Payment Plan by the end of the applicable NFL season, we may also cancel any renewal of your ST Services on a Monthly Payment Plan and you may only be offered the option of purchasing ST Services for future NFL seasons by making a single payment for those services. Where possible, we will notify you when you have an installment payment that is past due and we have taken a related action on your account. You agree that, regardless of any suspension or loss of access to or use of the applicable ST Services due to failure to make a payment for your Monthly Payment Plan or to meet the other requirements of your subscription plan, you must pay the remaining balance of the full price for the subscription to the applicable ST Services. Google reserves the right to send unpaid debts to a collection agency.

#### **9.5 Responsibility for Third Party Fees**

Any payment by means of third party payment cards or other third party payment methods may be subject to terms, including fees, not imposed or controlled by Google. You are responsible for any finance or interest charges or fees that your credit card provider or other issuer of payment method may apply. You agree that Google is not responsible or liable for any fees you incur in connection with your credit card or otherwise due to you having insufficient funds.

#### **9.6 Accessing Monthly Payment Plan Information**

You can view the amount of your monthly payments, number of payments remaining, number of any payments past due, and the next renewal date for your subscription plan anytime in your YouTube Purchase & Memberships settings (if you

purchased on Primetime Channels) or in your YouTube TV settings (if you purchased on YouTube TV).

**9.7 NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT PORTION OF THIS AGREEMENT (I.E., SECTION 9 HEREOF) IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

## **10. Changes**

### **10.1 Changes to the ST Services**

We're constantly developing new features and ways to improve the ST Services and we may modify the ST Services as set out in the YouTube Terms of Service. Changes to a Paid Service will not affect your ability to request a refund as described above. As described herein, NFL Sunday Ticket subscriptions cannot be cancelled and payments for NFL Sunday Ticket subscriptions are non-refundable, in whole and/or in part.

### **10.2 Changes to Pricing**

Prices for ST Services may change from time to time, for example, to reflect inflation, changes in pricing from our licensors, changes for promotional offerings, changes to the ST Services or changing business needs. Google does not provide price protection or refunds in the event of a price reduction or promotional offering. Any changes to pricing for Paid Services with recurring payments will only apply following reasonable notice to you. If we notify you of a price change for your purchase of a NFL Sunday Ticket subscription that automatically renews, you may cancel the renewal any time before the next season. You will not be able to cancel your membership for the current season.

### **10.3 Changes to the ST Terms**

Google may change these ST Terms, for example, (1) to reflect changes to the ST Services or how we do business, e.g., when we add new features or remove old ones, (2) for legal, regulatory, safety or security reasons, or (3) to prevent abuse or harm. If we materially change the ST Terms, we'll provide you with reasonable advance notice (except when we launch a new feature or in urgent situations, such as preventing ongoing abuse or responding to legal requirements). The new ST Terms will be effective after such notice period. Your continued use of the ST Services following such notice period will indicate your acceptance of the new ST Terms. The new terms will apply to your use of all ST Services (including content you have subscribed to in the past). If you do not agree to such changes then please discontinue your use of the ST Services and/or your NFL Sunday Ticket subscription. As described herein, NFL Sunday Ticket subscriptions cannot be cancelled and payments for NFL Sunday Ticket subscriptions are non-refundable, in whole and/or in part.

## **11. Dispute Resolution Agreement and Class Action Waiver**

### **11.1 Generally**

It's in both of our interests to resolve disputes in the quickest and most cost-effective way. If any dispute arises that relates to these ST Terms or your use of or access to the ST Services (regardless of the type of dispute, but subject to a few exceptions below), you and Google agree to resolve it through binding arbitration. Arbitration is less formal than a lawsuit in court and uses a neutral arbitrator instead of a judge or jury, but arbitrators can award the same damages and remedies that a court can award. The terms set forth in this Section 11 of these ST Terms (the "**Arbitration Terms**") are subject to and governed by the Federal Arbitration Act ("**FAA**") and are intended to be broadly interpreted.

They include, for example:

- any disputes regarding these ST Terms;
- any disputes regarding your NFL Sunday Ticket subscription;



- any disputes regarding the performance, features, or functionality of the ST Services;
- any disputes regarding your use of and/or access to the ST Services;
- any disputes regarding changes to the ST Services;

and the Arbitration Terms apply:

- whether your dispute is with Google, its subsidiaries, affiliates or parent company, or any suppliers or service providers involved with the ST Services (including, for the avoidance of doubt, the National Football League, NFL Enterprises LLC, and their subsidiaries, affiliates, parent companies, and member clubs), and their officers, directors, employees, agents and successors, all of whom shall be entitled to enforce the terms of this Section 11. For the avoidance of doubt, if Google is not a party to an arbitration commenced under this Section 11, Google need not participate in the administration of the arbitration as set out in Sections 11.4 and 11.5; and
- regardless of the legal theory on which you base your claim (such as breach of warranty, breach of contract, negligence, etc.).

For disputes or claims relating to the ST Services, the Arbitration Terms supersede any terms regarding dispute resolution in any other agreement between you and Google and contain the whole agreement between us with respect to disputes or claims relating to the ST Services.

## **11.2 Exceptions**

However, you and Google: (i) may still bring an individual action in small claims court; (ii) may still pursue an enforcement action through a federal, state, or local agency if that action is available; and (iii) must file suit in court to address an intellectual property rights infringement claim (as set forth in Section 11.10 below). Also, nothing in the

Arbitration Terms bars either of us from bringing issues to the attention of federal, state, or local agencies.

### 11.3 Rules

The American Arbitration Association (“AAA”) will administer the arbitration and will do so according to its Consumer Arbitration Rules (the “AAA Rules”). You can see the AAA Rules and filing forms online at [www.adr.org](http://www.adr.org).

### 11.4 Process

Here are the steps you and Google agree to follow:

- Send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (or international equivalent) or, only if the other party hasn’t provided a current physical address, then by electronic mail. Google’s address for notice is:

Google LLC

Legal Department – NFL Sunday Ticket on YouTube

c/o Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833

- The notice has to include, if available: (a) the name of the person making the claim, (b) the email address associated with the ST Services subscription, as applicable, (c) a description of the nature and basis of the claim, (d) the result that is desired (e.g., an amount of money), and (e) the case number(s) assigned by Google to track previous attempts to resolve the dispute, if existing.
- We each agree to try to resolve the claim, but if we can’t do that within 60 days after the notice is received, you or

Google may initiate an arbitration proceeding by following the AAA Rules. Unless the parties agree otherwise, your demand for arbitration (“**Demand**”) must be sent to Google’s address for notice and entitled “Demand for Arbitration.” Google will send Demands to you at the e-mail address provided in the notice of the dispute.

- During the arbitration, the amount of any settlement offer made by you or Google may not be disclosed to the arbitrator until after the arbitrator makes a final decision and award (if any).
- If you win in the arbitration and are awarded an amount that exceeds the last written settlement amount offered by Google before the arbitrator was appointed, Google will pay you: (i) the amount awarded by the arbitrator and (ii) your reasonable attorney’s fees incurred during the arbitration proceedings.

#### **11.5 Fees and Hearing Location**

If you are the one who commences arbitration, Google will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the AAA Rules will determine who pays that fee. Unless the parties agree otherwise, any arbitration hearing will take place (at your option) in Santa Clara County or the county (or parish) of your current address. However, if the claim is for \$10,000 or less, you may decide whether you want the arbitration to be conducted instead: (a) only on the basis of documents or (b) through a telephone hearing. If the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, then we’ll use the AAA Rules to determine whether you or Google is responsible for the filing, administrative and arbitrator fees.

#### **11.6 No Class Actions**

By agreeing to arbitration, to the fullest extent legally permissible, we each may bring claims relating to these ST Terms and/or the ST Services only in our individual capacities

and not in a class action. Also, to the fullest extent legally permissible, the arbitrator can't consolidate claims into a class proceeding either. The arbitrator may award injunctive relief only in favor of or applicable to you, the individual party seeking relief, and only to the extent necessary to provide relief that is warranted by the individual claim, and not any remedy that affects other Google customers or users. However, if a court decides that applicable law precludes enforcement of any of this section's limitations as to a particular claim or remedy (such as declaratory or injunctive relief), then that claim or remedy (and only that claim or remedy) must be severed from the arbitration and must be brought in the state or federal courts located in Santa Clara County, California, while the remaining claims and remedies (such as individual damages or restitution) will still be resolved through binding arbitration.

### **11.7 Batch Arbitration**

To promote efficient handling of arbitration Demands, if 50 or more substantially similar Demands are filed against Google (or any third party entitled to enforce the terms of this Section 11) by or with the help of an entity or coordinated group of entities, the AAA will promptly take steps to: (1) administer the Demands in batches of 50 (plus a final batch consisting of any remaining Demands); (2) appoint one arbitrator for each batch; (3) consider each batch as a single consolidated arbitration with one set of filing and administrative fees per side, one procedural calendar, one hearing (if any) in a place to be decided by the arbitrator, and one final award (taken together, the "**Batch Arbitration**" process); and (4) take other steps as necessary for a speedy and efficient resolution of the Demands. Demands are of a "substantially similar nature" if they arise out of or relate to the same event or facts, raise similar legal issues, and seek similar relief. If the parties disagree on whether the Batch Arbitration process applies, the AAA will appoint an arbitrator to decide that issue, whose fees will be paid by Google (or the respondent, if Google is not a party to the arbitration) and who may prescribe procedures needed to resolve the disagreement. The Batch Arbitration

process does not authorize a class, collective, consolidated, joint, or mass arbitration or action other than as set forth in this section.

### **11.8 Enforceability**

All issues in the dispute are for the arbitrator to decide, except that only a court may decide issues relating to the scope and enforceability of the Arbitration Terms, whether a dispute can be arbitrated, or the interpretation of the Arbitration Terms. Except as provided in Section 11.6, if any provision of the Arbitration Terms is found unenforceable, that provision will be severed and the balance of these ST Terms will remain in full force and effect. If for some reason the entirety of the Arbitration Terms are found to be unenforceable, then they won't apply, and you and Google agree to resolve disputes in the state or federal courts as set forth in Section 11.10. Judgment on an arbitration award may be entered by any court having jurisdiction.

### **11.9 Confidentiality**

The arbitrator shall honor all evidentiary privileges recognized at law, and shall enter orders as appropriate in order to protect the parties' trade secrets or confidential information. The parties agree to maintain either party's trade secrets or proprietary business information as confidential and to protect the confidentiality of any other information (such as private customer information) that is legally protected from disclosure. However, we may each disclose these matters, in confidence, to our respective accountants, auditors, and insurance providers.

### **11.10 Governing Law and Judicial Forum for Non-Arbitrable Disputes**

These Arbitration Terms are governed by the FAA and (only to the extent not inconsistent with the substantive and procedural provisions of the FAA), the laws of the State of California, without regard to conflicts of laws principles. The arbitrator will not be bound by rulings in other arbitrations

involving Google to which you are not a party. Other than claims that must be resolved through binding arbitration (or that may be brought in small claims court), any disputes relating to an intellectual property rights infringement claim under Section 11.2(iii), or if the entirety of these Arbitration Terms is found to be unenforceable by a court under Section 11.8 will be litigated exclusively in the federal or state courts of Santa Clara County, California; the parties consent to personal and exclusive jurisdiction in these courts.