

VSBCnews Subscription Services - Terms of Use

VSBCnews Subscriptions provides a service that allows our members to access "VSBCnews content" streamed over the Internet.

These Terms of Use govern your use of our service. As used in these Terms of Use, "VSBCnews subscription service", "our service" or "the service" means the service provided by VSBCnews for watching VSBCnews content, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

1. Membership

1.1. Your VSBCnews Subscription Services membership will continue until terminated. To use the VSBCnews service you must have Internet access and a VSBCnews Subscription ready device, and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of membership plans, including memberships offered by third parties in conjunction with the provision of their own products and services. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you.

2. **Promotional Offers.** We may from time to time offer special promotional offers, plans or memberships ("Offers"). Offer eligibility is determined by VSBCnews Subscription Services at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Members of households with an existing or recent VSBCnews membership may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent VSBCnews Subscription Services membership to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

3. Billing and Cancellation

3.1. **Billing Cycle.** The membership fee for the VSBCnews service will be charged to your Payment Method on the specific payment date as you indicated either monthly or annually. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month. Visit our website and click on the "Billing details" link on the "Account" page to see your next payment date. If you signed up for VSBCnews Subscription Services using your account with a third party as a Payment Method, you can find the billing information about your VSBCnews Subscription Services membership by visiting your account with the applicable third party.

3.2. **Payment Methods.** To use the VSBCnews Subscription service you must provide one or

more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

3.3. Updating your Payment Methods. You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

3.4. Cancellation. You can cancel your membership at any time, and you will continue to have access to the service through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial membership periods or unwatched VSBCnews content. To cancel, go to the "Account" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Account" page. If you signed up for VSBCnews Subscription Services using your account with a third party as a Payment Method and wish to cancel your membership, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the VSBCnews Subscription service through that third party.

3.5. Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

4. VSBCnews Subscription Service

4.1. You must be at least 18 years of age to become a member of the VSBCnews subscription service. Minors may only use the service under the supervision of an adult.

4.2. The VSBCnews subscription service and any content viewed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your membership we grant you a limited, non-exclusive, non-transferable right to access the VSBCnews subscription service and view VSBCnews content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

4.3. You may view the VSBCnews content primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available to watch will vary by geographic location and will change from time to time.

4.4. The VSBCnews subscription service, is regularly updated. In addition, we continually test various aspects of our service, including our website, user interfaces, promotional features and availability of VSBCnews content.

4.5. Some VSBCnews content is available for temporary download and offline viewing on certain supported devices ("Offline Titles"). Limitations apply, including restrictions on the number of Offline Titles per account, the maximum number of devices that can contain Offline Titles, the time period within which you will need to begin viewing Offline Titles and how long the Offline Titles will remain accessible. Some Offline Titles may not be playable in certain countries and if you go online in a country where you would not be able to stream that Offline Title, the Offline Title will not be playable while you are in that country.

4.6. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the VSBCnews subscription service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the VSBCnews subscription service; use any robot, spider, scraper or other automated means to access the VSBCnews subscription service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the VSBCnews subscription service; insert any code or product or manipulate the content of the VSBCnews subscription service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the VSBCnews subscription service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.7. The quality of the display of the VSBCnews content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching VSBCnews content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the configuration of your VSBCnews subscription ready device.

5. **Passwords and Account Access.** The member who created the VSBCnews subscription account and whose Payment Method is charged (the "Account Owner") is responsible for any activity that occurs through the VSBCnews subscription account. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should maintain control over the VSBCnews subscription ready devices that are used to access the service and not reveal the password or details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your

account on hold in order to protect you, VSBCnews or our partners from identity theft or other fraudulent activity.

6. **Miscellaneous**

6.1. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the laws of the Kingdom of Mount Vema – The Vema Seamount Territory.

6.2. **Unsolicited Materials.** VSBCnews does not accept unsolicited materials or ideas for VSBCnews content, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to VSBCnews.

6.3. **Customer Support.** To find more information about our service and its features or if you need assistance with your account, please visit the Help Center or contact page on our website.

6.4. **Survival.** If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

6.5. **Changes to Terms of Use.** VSBCnews may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you.

6.6. **Electronic Communications.** We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

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