

Terms of Use

March 16, 2012

Welcome to Hulu!

1. DESCRIPTION OF SERVICE AND ACCEPTANCE OF TERMS OF USE

Hulu, LLC ("Hulu," "we," or "us") provides an online video service offering a selection of television shows, movies, clips, and other content (collectively, the "Content"). Our video service, the Content, our player for viewing the Content (the "Video Player") and any other features, tools, applications, materials, or other services offered from time to time by Hulu in connection with its business, however accessed, are referred to collectively as the "Hulu Services."

The Content is available for permissible viewing on or through the following (collectively, the "Properties"):

- i. the **Hulu.com** website (the "Hulu Site");
- ii. Hulu's affiliate and distributor websites;
- iii. other websites where users or website operators are permitted to embed the Video Player; and
- iv. Hulu authorized applications, features or devices.

Use of the Hulu Services (including access to the Content) on the Properties is subject to compliance with these Terms of Use ("Terms of Use" or "Terms") and any end user license agreement that might accompany a Hulu application, feature or device.

Certain Hulu Services are provided to you free-of-charge. There are some other Hulu Services that, if you are interested in accessing, will require payment by you. The Hulu Services that may be accessed after payment are referred to currently as "Hulu Plus." You can learn more about Hulu Plus by clicking **here**. There is certain information in these Terms that relate only to Hulu Plus and those specific provisions are set forth in [Section 4](#) below. Accordingly, if you choose to subscribe to Hulu Plus, then please familiarize yourself with [Section 4](#), in addition to all of the other provisions in these Terms (please note that references to "Hulu Services" throughout this Terms of Use are intended to include Hulu Plus). If you are not a subscriber of Hulu Plus, then [Section 4](#) does not apply to you.

It is our pleasure to provide the Hulu Services for your personal enjoyment and entertainment in accordance with these Terms of Use. To access and enjoy the Hulu Services, you must agree to, and follow, the terms and conditions set forth in these Terms of Use. By visiting the Hulu Site or using any of the Hulu Services (including accessing any Content) you are agreeing to these Terms. Please take a moment to carefully read through these Terms. It is our goal to provide you with a first class user experience, so if you have any questions or comments about these Terms, please contact us at legal@hulu.com.

2. CHANGES TO THE TERMS OF USE BY HULU

Hulu may amend these Terms of Use at any time by posting the amended Terms of Use on the Hulu Site at <http://www.hulu.com/terms>. If we make a material amendment to these Terms of Use, we will notify you by posting notice of the amendment on the Hulu Site. Any material amendment to these Terms of Use shall be effective automatically 30 days after it is initially posted or, for users who register or otherwise provide opt-in consent during this 30 day period, at the time of registration or consent, as applicable.

3. ACCESS AND USE OF THE HULU SERVICES

Age Limitations. If you are under the age of 13, then you are not permitted to register with Hulu or use any feature or other part of the Hulu Services that requires registration. In order to subscribe to Hulu Plus, you must be at least 18 years of age.

You represent that you are at least 13 years of age if you are registering an account, and, if you are a Hulu Plus user, that you are at least 18 years of age.

Your License. Hulu is pleased to grant you a non-exclusive limited license to use the Hulu Services on the Properties, including accessing and viewing the Content on a streaming-only basis through the Video Player, for personal, non-commercial purposes as set forth in these Terms.

The Content. You may only access and view the Content personally and for a non-commercial purpose in compliance with these Terms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content unless expressly permitted by Hulu in writing. You may not incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by Hulu in writing. Furthermore, you may not create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by Hulu. You may not build a business utilizing the Content, whether or not for profit. The Content covered by these restrictions includes without limitation any text, graphics, layout, interface, logos, photographs, audio and video materials, and stills. In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on in any way the Content, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by Hulu in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.

The Video Player. You may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player. This restriction includes, without limitation, disabling, reverse engineering, modifying, interfering with or otherwise circumventing the Video Player in any manner that enables users to view the Content without: (i) displaying visibly both the Video Player and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of the webpage where the Video Player is located; and (ii) having full access to all functionality of the Video Player, including, without limitation, all video quality and display functionality and all interactive, elective, or click-through advertising functionality.

Embedding a Video Using the Video Player. Where Hulu has incorporated an embed option in connection with Content on the Hulu Services, you may embed

videos using the Video Player, provided you do not embed the Video Player on any website or other location that (i) contains or hosts content that is unlawful, infringing, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, encourages criminal conduct, gives rise to civil liability, violates any law, rule, or regulation, infringes any right of any third party including intellectual property rights, or is otherwise inappropriate or objectionable to Hulu (in Hulu's sole discretion), or (ii) links to infringing or unauthorized content (collectively, "Unsuitable Material"). You may not embed the Video Player into any hardware or software application, even for non-commercial purposes. Hulu reserves the right to prevent embedding to any website or other location that Hulu finds inappropriate or objectionable (as determined by Hulu in its sole discretion).

Ownership. You agree that Hulu owns and retains all rights to the Hulu Services. You further agree that the Content you access and view as part of the Hulu Services is owned or controlled by Hulu and Hulu's licensors. The Hulu Services and the Content are protected by copyright, trademark, and other intellectual property laws.

Your Responsibilities. In order for us to keep the Hulu Services safe and available for everyone to use, we all have to follow the same rules of the road. You and other users must use the Hulu Services for lawful, non-commercial, and appropriate purposes only. Your commitment to this principle is critical. You agree to observe the Hulu Services, Content, Video Player and embedding restrictions detailed above, and further agree that you will not access the Hulu Site or use the Hulu Services in a way that:

- violates the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights;
- uses technology or other means to access, index, frame or link to the Hulu Services (including the Content) that is not authorized by Hulu (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of the Hulu Services);
- involves accessing the Hulu Services (including the Content) through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of the Hulu Services and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content);
- introduces viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- damages, disables, overburdens, impairs, or gains unauthorized access to the Hulu Services, including Hulu's servers, computer network, or user accounts;
- removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Hulu Services (including the Content);
- uses the Hulu Services to advertise or promote services that are not expressly approved in advance in writing by Hulu;
- collects personally identifiable information in violation of Hulu's Privacy Policy;
- encourages conduct that would constitute a criminal offense or give rise to civil liability;
- violates these Terms or any guidelines or policies posted by Hulu;
- interferes with any other party's use and enjoyment of the Hulu Services; or
- attempts to do any of the foregoing.

If Hulu determines in its sole discretion that you are violating any of these Terms, we may (i) notify you, and (ii) use technical measures to block or restrict your access or use of the Hulu Services. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Hulu Services, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

No Spam/Unsolicited Communications. We know how annoying and upsetting it can be to receive unwanted email or instant messages from people you do not know. Therefore, no one may use the Hulu Services to harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications. You understand that we may take any technical remedies to prevent spam or unsolicited bulk or other communications from entering, utilizing, or remaining within our computer or communications networks. If you Post (as defined below in Section 7) or otherwise send spam, advertising, or other unsolicited communications of any kind through the Hulu Services, you acknowledge that you will have caused substantial harm to Hulu and that the amount of such harm would be extremely difficult to measure. As a reasonable estimation of such harm, you agree to pay Hulu \$50 for each such unsolicited communication you send through the Hulu Services.

Downloads. In order to participate in certain Hulu Services or access certain Content, you may be notified that it is necessary to download software or other materials or agree to additional terms and conditions. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into these Terms.

Suspension/Discontinuation. We hope not to, but we may change, suspend, or discontinue - temporarily or permanently - some or all of the Hulu Services (including the Content and the devices through which the Hulu Services are accessed), with respect to any or all users, at any time without notice. You acknowledge that Hulu may do so in Hulu's sole discretion. You also agree that Hulu will not be liable to you for any modification, suspension, or discontinuance of the Hulu Services, although if you are a Hulu Plus subscriber and Hulu suspends or discontinues the Hulu Plus service, Hulu may, in its sole discretion, provide you with a credit, refund, discount or other form of consideration (for example, we may credit additional days of service to your account) in accordance with Section 4 below. However, if Hulu terminates your account or suspends or discontinues your access to Hulu Services due to your violation of these Terms, then you will not be eligible for any such credit, refund, discount or other consideration.

Internet Access Charges. You are responsible for any costs you incur to access the internet.

Customer Service. If we can be of help to you, please do not hesitate to contact our customer service department by clicking [here](#). It would be our pleasure to serve you.

4. Hulu Plus Subscriptions and Billing

While it is our mission to provide users with as many viewing choices as possible, sometimes that involves giving users the choice of paying a fee in order to view Content that Hulu would not otherwise be able to make available without charging a fee. As part of that, access to the Content in Hulu Plus requires payment by you of a subscription fee.

You can find the specific details regarding your subscription to Hulu Plus at any time by clicking on **Your Account**. You agree that your Hulu Plus account is for individual use only and your Hulu Plus account is limited to only one simultaneous stream at a time. Additionally, you agree that for various reasons, such as restrictions from content licensors and other limitations or considerations from third parties, certain Content that may be accessible through one Property may not be accessible through other Properties.

Because the Hulu Service is offered in multiple time zones, for consistency, a "day" for purposes of these Terms of Use begins at 12:00 a.m. Eastern Time and ends at 11:59 p.m. Eastern Time of that same calendar day.

Billing.

By signing up for your Hulu Plus subscription, you are expressly agreeing that we are authorized to charge you a monthly subscription fee, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of Hulu Plus to the credit card or other payment method accepted by Hulu ("Payment Method") that you provided during registration. If you want to use a different Payment Method than the one you signed up for during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by clicking on **Your Account**. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The subscription fee will be billed at the beginning of your subscription or expiration of your free trial period, if any, whichever is earlier, and on each monthly renewal thereafter unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms. To see the commencement date for your next renewal period, go to the billing information section on **Your Account** page.

We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your subscription. However, if you change your Payment Method, this could result in changing the calendar day upon which you are billed. In the event your subscription began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying subscriber on January 31, your Payment Method would next be billed on February 28. You acknowledge that the amount billed each month may vary due to promotional offers, changes in your subscription plan, and changes in applicable taxes, and you authorize us to charge your Payment Method for the corresponding amounts. If Hulu changes the subscription fee or other charges for Hulu Plus from time to time, we will give you advance notice of these changes by email. However, we will not be able to notify you of changes in any applicable taxes.

All fees and charges are nonrefundable except in connection with your early cancellation of the account as further described in "Ongoing Subscription" below. Very rarely, if there are special circumstances where Hulu determines it is appropriate (e.g., the Hulu Plus service is unavailable for days due to technical difficulties), we may provide credits to affected subscribers. The amount and form of such credits, and the decision to provide them, are at Hulu's sole and absolute discretion, and the provision of credits in one instance does not entitle anyone to credits in the future under similar or different circumstances.

Hulu Plus Gift Cards.

You may purchase gift cards redeemable for the Hulu Plus service through the Hulu Site by using a Payment Method previously provided to us or a different Payment Method. Hulu Plus gift cards may not be used in conjunction with or in addition to any special offer unless the terms of the special offer expressly indicate otherwise. The purchase and redemption of Hulu Plus gift cards are subject to the Hulu Plus Gift Card **Terms and Conditions**.

Ongoing Subscription and Cancellation.

Your Hulu Plus subscription will continue in effect on a month-to-month basis unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms. You must cancel your subscription before it renews each month in order to avoid the next month's billing. We will bill the monthly subscription fee plus any applicable taxes to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). If you cancel your subscription during the first month, you will not receive a refund for that first month but, unless you elect to cancel your subscription using the "Cancel Today" option, you will continue to have access to Hulu Plus for the remainder of that month. If you cancel your subscription after the first month, then your access to Hulu Plus will cease for the remainder of that month, and you will receive a refund prorated for the number of days remaining in the month during which you cancelled. You can cancel your account by going to **Your Account**, choosing to "edit" your subscription under "Billing Information" and clicking on the "cancel" option.

Unpaid Amounts.

In order to sustain the Hulu Plus service, it is important that each user of the Hulu Plus service honor the payment obligations to which the user agreed. Accordingly, we reserve the right to pursue any amounts you fail to pay in connection with Hulu Plus. You will remain liable to Hulu for all such amounts and all costs we incur in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

Free Trials.

On occasion, we may be authorized to offer the use of Hulu Plus through free trials for certain qualifying users. If we offer you a free trial, the specific terms of your free trial will be stated in the marketing material describing the particular free trial. We are unable to accommodate combining free trials with any other offers. To view the specific details regarding your free trial, if any, click on **Your Account**.

Once your free trial period ends, we will begin billing your Payment Method for monthly subscription fees corresponding to your subscription plan (plus any applicable taxes), unless you cancel prior to the end of your free trial. For that reason, unless otherwise indicated in the free trial description, you may be asked to set up a valid Payment Method when redeeming a free trial offer.

It is very important to understand that you will not receive a notice from Hulu that your free trial subscription has ended or that your paying subscription has begun. If you wish to avoid charges to your Payment Method, you must cancel Hulu Plus prior to midnight Eastern Time on the last day of your free trial period. You can cancel your account by going to **Your Account**, choosing to "edit" your subscription under "Billing Information" and clicking on the "cancel" option. We will continue to bill your Payment Method on a monthly basis for your subscription plan until you cancel or the account or service is otherwise suspended or discontinued pursuant to these Terms. You may cancel your subscription at anytime. To the extent Hulu Plus subscriptions are offered in conjunction with purchases of, or payment for, third party products or services, you agree that Hulu will not be liable to you for any claims arising out of or related to your purchase or use of such third party products or services.

5. ACCOUNTS AND REGISTRATION

We may from time to time offer various features that require registration or the creation of an account with Hulu. If at any time you choose to register or create an account with us, the additional terms and conditions set forth below also will apply.

All registration information you submit must be accurate and updated. Please keep your password confidential. You will not have to reveal it to any Hulu representative. You are responsible for all use on your account, including unauthorized use by any third party, so please be very careful to guard the security of your password. Please notify us by clicking **HERE** and completing the form as soon as you know of, or suspect any unauthorized use of, your account. Please also make sure to notify us if your registration information changes, in case we need to contact you.

You may terminate your account by going to **Your Account**, and choosing the "delete my account" option. Please identify your account and provide a valid reply email address in the event we require additional information to terminate your account. Please note, if you are a Hulu Plus subscriber you must first cancel your Hulu Plus subscription before you will be able to terminate your account. Please see the section "Ongoing Subscription and Cancellation" above for instructions on how to cancel your Hulu Plus subscription.

We reserve the right to immediately terminate or restrict your account or your use of the Hulu Services or access to Content at any time, without notice or liability, if Hulu determines in its sole discretion that you have breached these Terms of Use, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason. We also reserve the right to terminate your account or your use of the Hulu Services or access to Content if such use places an undue burden on our networks or servers. Of course, we would prefer to avoid such termination; therefore, we may use technology to limit activities, such as the number of calls to the Hulu servers being made or the volume of User Material (as defined below in [Section 7](#)) being Posted, and you agree to respect these limitations and not take any steps to circumvent, avoid, or bypass them.

6. COLLECTION AND USE OF PERSONAL INFORMATION

For information about Hulu's policies and practices regarding the collection and use of your personally identifiable information, please read Hulu's Privacy Policy located [here](#). The Privacy Policy is incorporated by reference and made part of these Terms of Use. Thus, by agreeing to these Terms of Use, you agree that your presence on the Hulu Site and use of the Hulu Services on any of the Properties are governed by the Hulu Privacy Policy in effect at the time of your use.

7. USER REVIEWS, COMMENTS, AND OTHER MATERIAL

Your Posts. As part of the Hulu Services, users may have an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") reviews, comments, or other materials (collectively, "User Material"). In order to keep the Hulu Services enjoyable for all of our users, you must adhere to the rules below.

Please choose carefully the User Material that you Post. Please limit yourself to User Material directly relevant to the Hulu Services. Moreover, you must not Post User Material that: (i) contains Unsuitable Material (as defined above in [Section 3](#)); or (ii) improperly claims the identity of another person. Please note that we use your first and last name as your user ID and therefore your first and last name will appear to the public each time you Post. We advise that you do not, and you should also be careful if you decide to, Post additional personally identifiable information, such as your email address, telephone number, or street address.

You must be, or have first obtained permission from, the rightful owner of any User Material you Post. By submitting User Material, you represent and warrant that you own the User Material or otherwise have the right to grant Hulu the license provided below. You also represent and warrant that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. Hulu will remove all User Material if we are properly notified that such User Material infringes on another person's rights. You acknowledge that Hulu does not guarantee any confidentiality with respect to any User Material.

By Posting User Material, you are not forfeiting any ownership rights in such material to Hulu. After Posting your User Material, you continue to retain all of the same ownership rights you had prior to Posting. By Posting your User Material, you grant Hulu a limited license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, publicly perform, and publish such User Material through the Hulu Services worldwide, including on or through any Property, in perpetuity, in any media formats and any media channels now known or hereinafter created. The license you grant to Hulu is non-exclusive (meaning you are not prohibited by us from licensing your User Material to anyone else in addition to Hulu), fully-paid, royalty-free (meaning that Hulu is not required to pay you for the use of your User Material), and sublicensable (so that Hulu is able to use its affiliates, subcontractors, and other partners, such as internet content delivery networks, to provide the Hulu Services). By Posting your User Material, you also hereby grant each user of the Hulu Services a non-exclusive, limited license to access your User Material, and to use, display, reproduce, distribute, and perform such User Material as permitted through the functionality of the Hulu Services and under these Terms of Use.

Third Party Posts. Despite these restrictions, please be aware that some material provided by users may be objectionable, unlawful, inaccurate, or inappropriate. Hulu does not endorse any User Material, and User Material that is Posted does not reflect the opinions or policies of Hulu. We reserve the right, but have no obligation, to monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate or for any other business reason. In no event does Hulu assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against Hulu with respect to such User Material. You can help us tremendously by notifying us of any inappropriate User Material you find. If a "report" feature through the Hulu Services is not available for a specific instance of inappropriate User Material, please email feedback@hulu.com (subject line: "Inappropriate User Material").

8. LINKED DESTINATIONS AND ADVERTISING

Third Party Destinations. If we provide links or pointers to other websites or destinations, you should not infer or assume that Hulu operates, controls, or is otherwise connected with these other websites or destinations. When you click on a link within the Hulu Services, we will not warn you that you have left the Hulu Services and are subject to the terms and conditions (including privacy policies) of another website or destination. In some cases, it may be less obvious than others that you have left the Hulu Services and reached another website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another website or destination.

Hulu is not responsible for the content or practices of any website or destination other than the Hulu Site, even if it links to the Hulu Site and even if the website or destination is operated by a company affiliated or otherwise connected with Hulu. By using the Hulu Services, you acknowledge and agree that Hulu is not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Hulu Site.

Advertisements. Hulu takes no responsibility for advertisements or any third party material Posted on any of the Properties, nor does it take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers found while using the Hulu Services are between you and the advertiser, and you agree that Hulu is not liable for any loss or claim that you may have against an advertiser.

9. TRADEMARKS

Hulu, the Hulu logo, www.hulu.com, and other Hulu marks, graphics, logos, scripts, and sounds are trademarks of Hulu. None of the Hulu trademarks may be copied, downloaded, or otherwise exploited.

10. UNSOLICITED SUBMISSIONS

It is Hulu's policy not to accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, information, suggestions, ideas, or concepts. Hulu's policy is to delete any such submission without reading it. Therefore, any similarity between an unsolicited submission and any elements in any Hulu creative work, including a film, series, story, title, or concept, would be purely coincidental.

11. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

WHILE WE DO OUR BEST TO PROVIDE THE OPTIMAL PERFORMANCE OF THE HULU SERVICES, YOU AGREE THAT USE OF THE HULU SERVICES IS AT YOUR OWN

RISK. THE HULU SERVICES, INCLUDING THE HULU SITE AND THE OTHER PROPERTIES, THE CONTENT, THE VIDEO PLAYER, USER MATERIAL, AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH THE PROPERTIES, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HULU DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT THE HULU SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE.

IN NO EVENT SHALL HULU OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS (INCLUDING DISTRIBUTORS AND CONTENT LICENSORS) (COLLECTIVELY, THE "HULU PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE HULU SERVICES (INCLUDING ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH THE PROPERTIES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE HULU PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE HULU SERVICE OR \$50 (WHICHEVER IS LESS).

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HULU PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE HULU SERVICES (INCLUDING YOUR USE OF THE CONTENT). HULU RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

12. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that any Content, User Material, or other material provided through the Hulu Services, including through a link, infringes your copyright, you should notify Hulu of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement that Hulu receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to Hulu's copyright agent at dmca@hulu.com (subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

Attention: Copyright Agent
Hulu, LLC
12312 W. Olympic Blvd.
Los Angeles, CA 90064
Facsimile: (310) 571-4701

To be effective, the notification must be in writing and contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Hulu Services that is reasonably sufficient to enable Hulu to identify and locate the material; (iv) how Hulu can contact you, such as your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. Emails sent to dmca@hulu.com for purposes other than communication about copyright infringement may not be answered.

Hulu has a policy of terminating repeat infringers in appropriate circumstances.

13. ARBITRATION OF CLAIMS

PLEASE READ THIS CAREFULLY. WE WANT YOU TO KNOW IT AFFECTS YOUR RIGHTS.

At Hulu, we expect that our world-class customer service team will be able to resolve most issues you may have using the Hulu Services. In the unlikely event that we do not meet your satisfaction, we prefer to specify now what each of us should expect in order to avoid any confusion later. Accordingly, you and Hulu agree to the following resolution process.

To begin with, you agree that that any claim that you might have against us regarding these Terms of Use, the Hulu Services, or the Properties must be resolved through binding arbitration before the American Arbitration Association using its Commercial Arbitration Rules. It's important to us that we address any issues you might have promptly. To help us do that, you agree to begin any arbitration within one year after your claim arose; otherwise, your claim is waived. As an exception to this arbitration agreement, Hulu is happy to give you the right to pursue in small claims court any claim that is within that court's jurisdiction as long as you proceed only on an individual basis.

Because we prefer to resolve our issues with you directly, you agree to arbitrate with Hulu only in your individual capacity, not as a representative or member of a class. As such, your claims may not be joined with any other claims and there shall be no authority for any dispute to be arbitrated on a class-action basis or brought by a purported class representative.

Rather than force everyone to visit us in California, if you can demonstrate that arbitration in California would create an undue burden to you, you are free to initiate the arbitration in your home state. Otherwise, the arbitration hearings will be held in Los Angeles County, California.

It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction. If the arbitrator rules against Hulu, in addition to accepting whatever responsibility is ordered by the arbitrator, we think it's fair that Hulu reimburse your reasonable attorneys' fees and costs.

If you're not sure what all of this means, of course please feel free to ask an attorney.

Since we always prefer to find ways to satisfy you as quickly and efficiently as possible, before initiating any arbitration proceeding, you agree to first discuss the matter informally with Hulu for at least 30 days. To do that, please send your full name and contact information, your concern and your proposed solution by mail to us at:

Specifying what happens if an issue arises with one of our users is never a fun topic. But we pride ourselves on transparency and we thank you in advance for understanding why it's important that you and Hulu agree on the process described in this Section.

14. GENERAL INFORMATION

International Use. We are a company based in the United States. Hulu's goal is to bring you as much Content as is legally available. That said, we are limited by the rights that our content licensors grant to us. Using technologies to access the Content from territories where Hulu does not have rights or does not offer services is prohibited. Hulu Plus is not accessible through any devices from outside the United States.

Export Controls. Software and the transmission of applicable technical data, if any, in connection with the Hulu Services are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.


Choice of Law and Forum. These Terms of Use are governed by, and construed in accordance with, the laws of the State of California without giving effect to principles of conflicts of law. In the event of a claim by you against Hulu, you agree to submit to the exclusive jurisdiction of the courts located in the Los Angeles County of the State of California. In the event of a claim by Hulu against you, you agree to submit to the jurisdiction of the courts located where Hulu pursues its claim against you, which may include courts in the Los Angeles County of the State of California.

No Waiver/Reliance. If you see other parties violating these Terms, we would appreciate it if you would let us know at feedback@hulu.com (subject line: "TOU Violation"). Precisely how Hulu responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. You may not rely upon Hulu's precise response with respect to one party or one situation as any indication of what Hulu might do with respect to another party or another situation, even if the parties or situations appear to you to be similar. Similarly, if we fail to act in response to a violation of these Terms of Use, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms of Use with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, Hulu's decision to delay exercising or enforcing any right or remedy under these Terms of Use shall not constitute a waiver of such right or remedy. Even if Hulu acts in a way that appears to you to be inconsistent with these Terms of Use, Hulu's action shall not be deemed a waiver or constructive amendment of these Terms.

Integration, Amendment, and Severability. Please note that these Terms of Use, including Hulu's Privacy Policy which is incorporated in these Terms and any end user license agreement that might accompany Hulu authorized applications, features and devices, constitute the entire legal agreement between you and Hulu and govern your use of the Hulu Services (including your use of the Content) (but excludes any services, if any, that Hulu may provide to you under a separate signed written agreement), and completely replaces any prior agreements between you and Hulu in relation to the Hulu Services. Except as set forth in Section 2 above, these Terms may not be amended or varied except in a writing signed by Hulu. Although we understand that electronic or digital signatures are frequently viewed as the equivalent of traditional written signatures these days, for these purposes, a signature or "signed" writing or written agreement may not include an electronic or digital signature. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

Thank you for taking the time to read these Terms of Use. By understanding and agreeing to follow these Terms, the experience will be better for all users. Enjoy the Hulu Services!

U.S. v. Nosal, No. 10-10038 archived on March 13, 2012

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