AOL Terms of Service

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1. Welcome to AOL

AOL Media LLC and AOL Membership Services LLC (collectively, “AOL”, “us,” “we” or “our”) are part of the AOL family of companies. Our brands, websites, apps, products, services and technologies (“Services”) are provided by the entities listed in Section 13 below.

By using the Services, you agree to these terms and any community guidelines and supplemental terms provided to you for the Services that you use (collectively, “Terms”). Please read the Terms carefully, as they form your entire agreement with us. For support, please visit our Help Center.

THESE TERMS CONTAIN LIMITATIONS OF OUR LIABILITY IN SECTION 9.

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVER CLAUSES IN SECTION 14(a) BELOW, WHICH ARE APPLICABLE TO, AMONG OTHERS, ALL U.S. USERS.

2. Using the Services

a. *Authority.* You agree that you are permitted to use the Services under applicable law. If you are using the Services on behalf of a company, business or other entity, you represent that you have the legal authority to accept these Terms on behalf of that entity, in which case that entity accepts these Terms, and "you" means that entity. If you are accessing an account(s) on behalf of the account owner (e.g., as an administrator, consultant, analyst, etc.), the Terms apply to your activities on behalf of the account owner.

b. *Indemnity.* If you are using the Services on behalf of a company, business or other entity, or if you are using the Services for commercial purposes, you and the entity will hold harmless and indemnify the AOL Entities (defined in Section 8 below) from any suit, claim or action arising from or related to the use of the Services or violation of these Terms, including any liability or expense arising from claims (including claims for negligence), losses, damages, suits, judgments, litigation costs and attorneys' fees.

c. *Age.* If you are under the Minimum Age (as defined for your region in Section 14) you may not register for an account. Certain portions of the Services contain adult and/or mature content. Please do not access that content unless you are an adult (i.e., at least the age of majority in your country) or unless otherwise expressly indicated.

d. *Member conduct.* You agree not to use the Services in any manner that violates these Terms or our Community Guidelines (or assist, facilitate, or support others in doing so), including to:

i. obtain or attempt to obtain unauthorized access to the Services or to our servers, systems, network, or data;

ii. make available any content that is harmful to children, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

iii. violate any applicable laws or regulations;

iv. impersonate any person or entity; or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Service;

v. make available any content that you do not have the right to make available or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity;

vi. post content containing advertisements or other commercial solicitations without our prior written permission;

vii. make available viruses or any other computer code, files, programs or content designed to interrupt, destroy or limit the functionality of the Services or affect other users, including but not limited to the use of any ad-blocking technology; or

viii. interfere with or disrupt the Services or servers, systems or networks connected to the Services in any way.

ix. access or collect data, or attempt to access or collect data, from our Services using any automated means, devices, programs, algorithms or methodologies, including but not limited to robots, spiders, scrapers, data mining tools, or data gathering or extraction tools, for any purpose without our express, prior permission.

x. use any material or content from, including without limitation any data, (a) to create any database, archive, mobile application, data feed, widget or any other aggregated data source that competes with or constitutes a material substitute for the Services, in whole or in part, offered on any of our Services or the services offered by our data providers, or (b) to provide any service that competes with or constitutes a material substitute for our Services or data offered by AOL or our data providers.

e. *Use of Services.* You must follow any guidelines or policies associated with the Services. You must not misuse or interfere with the Services or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as permitted by law. Unless otherwise expressly stated, you may not access or reuse the Services, or any portion thereof, for any commercial purpose.

f. *Export Control.* You agree to comply with the export control laws and regulations of the United States and trade controls of other applicable countries, including without limitation the Export Administration Regulations of the U.S. Department of Commerce, Bureau of Industry and Security and the embargo and trade sanctions programs administered by the U.S. Department of Treasury, Office of Foreign Assets Control. You represent and warrant that you: (1) are not a prohibited party identified on any government export exclusion lists (see e.g., http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm); (2) will not re-export or use the Services to transfer software, technology, or other technical data to prohibited parties or countries; and (3) will not use the Services for military, nuclear, missile, chemical or biological weaponry end uses or conduct any other activities involving the Services that violate the export and import laws of the U.S. or other applicable countries.

g. *Anti-Corruption Laws.* You agree to comply with all applicable anti-corruption laws including laws that prohibit unlawful payments to anyone for a corrupt purpose in relation to these Terms.

h. *Ownership and Reuse.* Using the Services does not give you ownership of any intellectual or other property rights or interests in the Services or the content you access. You must not use any branding or logos used in the Services unless we have given you separate explicit written permission. You may not remove, obscure, or alter any legal notices displayed in or along with the Services. Unless you have explicit written permission, you must not reproduce, modify, rent, lease, sell, trade, distribute, transmit, broadcast, publicly perform, create derivative works based on, or exploit for any commercial purposes, any portion or use of, or access to, the Services (including content, advertisements, APIs, and software).

i. *Software License.* Subject to your continuing compliance with these Terms, we grant you a personal, royalty-free, non-transferable, non-assignable, revocable, and non-exclusive license to use the software and APIs we may provide to you as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services we provide, in the manner permitted by these Terms and any additional terms or guidelines. You may not reverse engineer or attempt to extract the source code of our software, unless applicable laws prohibit those restrictions or you have our explicit written permission. Our software may automatically download and install security or other updates without prior notification to you.

j. *Support.* Unless otherwise expressly stated, we do not promise to provide you with any support for the Services. If we provide you with support, it is at our sole discretion and does not mean that we will continue to provide you with support in the future.

k. *Fees.* We reserve the right to charge fees for use of or access to the Services (and any associated support), whether currently in existence or not, in our sole discretion. If we decide to charge fees, our payment terms will apply and we will provide you with prior notice.

l. *Different Versions of the Services.* Different features may be available in different versions of the Services and not all features may be available in your country or region. Also, not all features may be available if the user that you are communicating with is using a different version of the Services, or is using third party software.

m. *Anti-Abuse Policy.* We prohibit sending unsolicited emails or messages using our Services. You may not in connection with the Services engage in commercial activity on non-commercial properties or apps or high volume activity without our prior written consent. You may not engage in conduct or activity that is disruptive to the Services or the experience of other users.

n. *RSS Feeds.* If you use an RSS feed provided by us (each, a "RSS Feed"), you are only permitted to display the content that is provided in the feed, without modification, and you must provide attribution to our source website and link to the full article on RSS Feed content. You may not incorporate advertising into any RSS Feed. We reserve the right to discontinue any RSS Feed at any time and to require anyone to cease use of a RSS Feed at any time for any reason. Each of our products or services may also have more specific terms of use for related RSS Feeds.

3. Your Account; Notices

a. *Account Information.* You may need an account to use some Services. You must ensure that your account information (that is, the information you provided when you registered for or subscribed to a Service) remains current, complete, accurate and truthful. All accounts are non-transferable, and any rights to them terminate upon the account holder's death.

b. *Access to Your Account.* You are responsible for all activity that happens on or through your account. To protect your account, keep your password confidential. Do not reuse your account password with other services. Without prejudice to your statutory rights, if you forget your password and otherwise cannot validate your account to AOL, you acknowledge and agree that your account may be inaccessible to you and that all data associated with the account may not be retrievable.

c. *Notices.* AOL may provide you with notices, including service announcements and notices regarding changes to these Terms, by, but not limited to, email, regular mail, text message or SMS, MMS, push notification or in-app message, postings on the Services, telephone, or other reasonable means now known or hereafter developed. You consent to receive these notices by any and all of the foregoing means. You may not receive notices if you violate the Terms by accessing the Services in an unauthorized manner, and you will be deemed to have received any and all notices that would have been delivered had you accessed the Services in an authorized manner.

4. Privacy and Data Protection

Our privacy policy describes who we are, what information we collect from you, how we process your information, who we share it with, and your rights under data protection laws.

5. Procedure for Copyright or Other Intellectual Property Infringement Claims

We respect the intellectual property of others, and we expect our users to do the same. We may, in appropriate circumstances and at our discretion, disable, terminate, and/or take other appropriate steps relating to the accounts of users who may be infringers. If you believe that your copyright or intellectual property rights have been infringed, please follow the instructions provided here.

6. Content in the Services, License Grant to AOL and Consent to Use of AI

a. *Content.* Our Services display some content that we did not create and do not own. This content is the sole responsibility of the entity or person that makes it available. We assume no responsibility for the conduct of third parties, including persons or entities with which

you communicate using the Services. Many of the Services enable you to submit content. You — not AOL — are entirely responsible for any content that you upload, post, email, transmit, or otherwise make available via the Services. We may remove and refuse to display content that violates the Terms or applicable laws or regulations, but that does not mean that we monitor the Services or review or screen any content. By using or accessing the Services you understand and agree that you may be exposed to offensive, indecent, or objectionable content.

b. Use of AI and Third-Party AI Providers. Some of our Services may have features and functionality powered by our trusted third-party AI providers ("AI Providers"). By utilizing our Services, you consent to sharing data that you provide to us, or that resides within your AOL account, including your AOL Mail inbox with our AI Providers for the purpose of enhancing features within our Services made available to you. In some instances, use of AI query features may be governed by the AI Provider's terms of service and privacy policy. You understand and agree that content or responses generated by AI may contain inaccuracies and should never be relied upon without independent verification. AOL does not control the content or responses provided by AI Providers, and makes no representations or warranties about the accuracy or completeness of such content or responses (or the sites and sources accessed through such content or responses). You also agree not to enter sensitive personal information into any AI powered query.

c. IP Ownership and License Grant. Except as otherwise provided in the specific product terms or guidelines for one of our Services, when you upload, share with or submit content to the Services you retain ownership of any intellectual property rights that you hold in that content and you grant to us a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, transferable, sublicensable license to (a) use, host, store, reproduce, modify, prepare derivative works (such as translations, adaptations, summaries or other changes), communicate, publish, publicly perform, publicly display, and distribute this content in any manner, mode of delivery or media now known or developed in the future; and (b) permit other users to access, reproduce, distribute, publicly display, prepare derivative works of, and publicly perform your content via the Services, as may be permitted by the functionality of those Services (e.g., for users to re-blog, re-post or download your content). In some of the Services, there may be specific terms or settings allowing a different scope of use of the content submitted in those Services. You must have the necessary rights to grant us the license described in this Section 6(c) for any content that you upload, share with or submit to the Services.

7. Modifying and Terminating the Services; Terminating Accounts

a. We are constantly innovating, changing and improving the Services. Unless stated differently for your country in Section 14, we may, without notice, add or remove functionalities or features, create new limits to the Services, or temporarily or permanently suspend or discontinue a Service. Such changes, updates, suspensions, discontinuations may also result in adjustment to the applicable subscription fee, including price increases, which will be effective upon the renewal of your subscription plan.

b. You can stop using the Services at any time. You may cancel and delete your AOL account at any time by visiting your privacy dashboard and selecting the account deletion option. For more information, please visit the Help Center.

c. Unless stated differently for your country in Section 14, we may temporarily or permanently suspend or terminate your account or impose limits on or restrict your access to parts or all of the Services at any time, without notice and for any reason, including, but not limited to, violation of these Terms, court order, or inactivity.

d. Subject to any statutory rights you might have, if your account is terminated, access to your username, password, and all related information, files, and content associated with your account may be terminated and your username may be recycled for use by others. If the Service is a paid service, please consult our payment terms at Section 11 (Fee-Based Services and Billing) of these Terms.

8. Our Warranties and Disclaimers

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS (COLLECTIVELY "AOL ENTITIES") DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE OUR SERVICES "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOUR USE OF THE SERVICES, INCLUDING CONTENT WITHIN THE SERVICES, IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE CONTENT WITHIN THE SERVICES OR CONTENT LINKED FROM THE SERVICES, THE SUPPORT WE PROVIDE FOR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, THE SECURITY OF THE

SERVICES, OR THE SERVICES' RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

b. SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE SERVICES.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT AOL ENTITIES WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES. AOL ENTITIES ARE NOT RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE, INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUE OF PERSONAL INFORMATION, OR ANY OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM OR IN CONNECTION WITH: THE DELETION OF, ALTERATION OF, MIS-DELIVERY OF, OR FAILURE TO STORE DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR ACCOUNT; YOUR DOWNLOADING OR SHARING OF INFORMATION, INCLUDING PERSONAL INFORMATION, VIA THE SERVICES; THE UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ANY DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES; YOUR DEALINGS WITH OR PARTICIPATION IN PROMOTIONS OF ADVERTISERS FOUND ON OR THROUGH THE SERVICES; OR ANY GOODS OR SERVICES SOLD BY SUCH ADVERTISERS. AOL ENTITIES WILL NOT BE LIABLE FOR PROBLEMS CAUSED BY OTHERS, THE WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR AN ACT OF GOD. THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS WILL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING.

TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE STATED IN SECTION 14, AOL ENTITIES ARE NOT LIABLE IN CONNECTION WITH ANY DISPUTES THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES FOR ANY AMOUNT GREATER THAN THE AMOUNT YOU PAID TO US FOR THE SERVICES.

10. Feedback

You agree that any recommendation, idea, proposal, suggestion, feedback or other input ("Feedback") you submit to us related to our products, services, websites, apps, or technology may be used by us without any notice, obligation, restriction, reimbursement or compensation to you and you waive (or agree not to enforce) any and all rights that may now or in future exist (including moral and equivalent rights) in any Feedback.

11. Fee-Based Services and Billing.

Unless otherwise specified in the additional terms that apply to the Services you are using, the terms in this Section 11 apply to you.

a. We offer products and subscriptions for a fee ("fee-based Services"). These fee-based Services are governed by the additional terms you agree to when you register for the fee-based Service and these Terms. If you register for a fee-based Service, you must designate a payment method and provide us with accurate billing and payment information and you have the continuing obligation to keep it up to date. Many fee-based Services require you to have, or register for, an AOL ID.

b. The following important provisions apply to all of our fee-based Services:

i. Third-Party products. If the fee-based Service includes a third-party product, you understand and agree that your purchase and use of that service is also subject to the third party's terms of service and privacy policy, which you should read thoroughly before agreeing to them.

ii. Payments. You represent that you are at least the minimum age required to enter into a legal agreement. You agree to pay us for any fee-based Services you purchase from us, as well as all other charges incurred under your account, including applicable taxes and fees. You are responsible for all charges incurred under your account, including purchases made by you or anyone you allow to use your account or any sub-or linked accounts (including any person with implied, actual, or apparent authority) or anyone who gains access to your account as a result of your failure to safeguard your authentication credentials.

iii. Payment Methods. You authorize and direct us to charge your designated payment method for these charges or, if it fails, to charge any other payment method you have on file with us, even if we received it in association with other fee-based services. You are

responsible for all charges even if your payment method fails or is denied. You authorize and direct us to retain all information about any payment method(s) associated with your account. We may import payment information you entered during a prior purchase and provide you the option to use that payment information during purchase of a new product. You permit us to obtain and use updated information from the issuer of your payment method in accordance with the policies and procedures of any applicable card brands. We may in some instances continue charging a payment method past its expiration date at our discretion and subject to the payment processors' or issuing bank's approval. Surcharges may apply if you use certain payment methods, such as payment from your checking or savings account.

iv. Payment Terms. We may charge for fee-based Services in advance and on a daily, monthly, yearly, lump sum, or other basis in accordance with the stated terms, as long as your subscription remains active, even if you have not downloaded or used the Service or accessed your online account.

v. Auto-Renewal. We use auto-renewal for many of our fee-based Services. At the expiration of each subscription term for such fee-based Services, we will automatically renew your subscription and charge the credit card or other payment method you have provided to us, unless you cancel your subscription at least 48 hours before the end of the current period. Unless otherwise stated in Section 14, your subscription will be automatically renewed at the then-current price, excluding promotional and discount pricing. We may, in our sole discretion, post charges to your payment method individually or aggregate charges for some or all of your fee-based Services with us.

vi. Fraud Protection. We may take steps to verify the validity of the credit card information you provide to us, including debiting amounts less than $1.00 from your credit card and then immediately crediting it back. You authorize us to do so for verification and anti-fraud purposes.

vii. Free Trials and Promotions. We may offer you free trials, so that you may try a fee-based Service subscription without charge or obligation ("Free Trial"). Unless otherwise stated and unless you cancel your subscription prior to the expiration of the Free Trial, periodic subscription fees will be charged at the then-applicable rate upon expiration of the Free Trial period and will continue to be charged until the subscription is canceled. If you are not satisfied with a particular fee-based Service, you must cancel the subscription before the Free Trial ends to avoid charges. We reserve the right to limit you to one Free Trial or promotion of a fee-based Service and to prohibit the combining of Free Trials or other

promotional offers. We may offer free trials or promotional subscription fees or other pricing conditions depending on a number of factors and on the basis of automated decision-making.

viii. No Refunds. All charges are nonrefundable unless provided otherwise in the terms you agree to when you register for a fee-based Service, unless stated differently for your country in Section 14 or as otherwise specified below.

ix. Termination. We, in our sole discretion, may change, discontinue or terminate any or all aspects of a fee-based Service without notice, including access to support services, content and other products or services ancillary to the fee-based Service, subject to providing an appropriate refund for any portions of a specified but no longer available term. You may cancel a fee-based Service at any time by logging into your online account and terminating the subscription.

x. Change in Fees and Billing Method. We may change our fees and billing methods at any time. We will provide you with notice of any price increase at least thirty (30) days in advance. Subject to applicable law, (i) if you disagree with any proposed change, your sole remedy is to cancel your fee-based Service before the price change takes effect and (ii) your continued use of or subscription to the Service after the price change takes effect constitutes your agreement to pay the new price for the Service.

xi. Delinquency. After 30 days from the date of any unpaid charges, your fee-based Service will be deemed delinquent and we may terminate or downgrade or suspend your account and fee-based Service for nonpayment, without any responsibility for any loss of features, data, or functionality of the Service. You are liable for any fees, including attorney and collection fees, incurred by us in our efforts to collect any remaining balances from you. If your payment of outstanding subscription fees or other fees fails as a result of insufficient funds in or other issues with your designated payment method, we may seek to recover the outstanding amount by, at our discretion, continuing to attempt to charge the outstanding amount to the same designated payment method, or dividing the outstanding amount into one or more smaller amounts and charging such smaller amounts to the same designated payment method, in which case we will use reasonable efforts to notify you.

xii. 90-Day Notice Period. You must notify us about any billing problems or discrepancies within 90 days after they first appear on your billing method statement. If you do not bring

them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies.

12. About these Terms

a. *Third Party Beneficiaries and Conflicts.* These Terms control the relationship between you and us. They do not create any third party beneficiary rights. If there is a conflict or inconsistency between the terms in this document and the additional terms associated with a particular Service, the additional terms will control solely for that conflict or inconsistency.

b. *Modification of the Terms.* Unless stated differently for your country in Section 14, we may modify the Terms from time to time. Unless we indicate otherwise, modifications will be effective as of the date they are posted on this page or any successor page. You should look at the Terms regularly. We will provide notice (in accordance with Section 3(c) above) of material modifications.

c. *Continued Use of the Services.* You may stop using the Services at any time, but your continued use of or subscription to a Service after the effective date of any modifications to the Terms means that you agree to the Terms as modified.

d. *Waiver and Severability of Terms.* Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision (or part of a provision) of these Terms is found to be invalid, you and we nevertheless agree to give effect to the intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

e. *Assignment by Us.* We may freely assign these Terms and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice, for any reason, including for the purpose of internal restructuring (for example, mergers or liquidations).

13. Provider of Services

a. AOL.com and AOL Mail are provided by AOL Media LLC and AOL subscription offerings are provided by AOL Membership Services LLC.

b. Not all Services or features may be available in all countries or regions, in all languages, or in all operating systems. Different features may be available in different versions of the Services.

14. Choice of Law, and Location for Resolving Disputes and Other Local Region Provisions

If you reside in one of the countries listed below, the corresponding section of the following additional terms will apply to you. If you reside in a country that is not listed below, the United States section will apply to you.

a. United States:

i. *Defined Terms*

1. Minimum Age: 13 years old

ii. **BINDING ARBITRATION AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 14, YOU AND US BOTH AGREE TO RESOLVE ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS THAT IN ANY WAY ARISE OUT OF OR RELATE TO THESE TERMS OR FROM ANY SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH SERVICES), INCLUDING ANY DISPUTES BETWEEN YOU AND OUR EMPLOYEES OR AGENTS ("DISPUTE(S)"), ONLY BY ARBITRATION ON AN INDIVIDUAL BASIS. THIS INCLUDES BUT IS NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS ARBITRATION AGREEMENT IS VOID OR VOIDABLE, WHETHER A CLAIM IS SUBJECT TO ARBITRATION, AND ANY DISPUTE REGARDING THE PAYMENT OF ADMINISTRATIVE OR ARBITRATOR FEES. YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS, ARBITRATION WILL BE THE SOLE AND EXCLUSIVE MEANS OF RESOLVING ANY DISPUTE BETWEEN US. YOU ALSO UNDERSTAND THAT BY AGREEING TO THESE TERMS, YOU AND WE ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY AND THAT YOU AND WE ARE GIVING UP THE RIGHT TO PROCEED WITH ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION. We also both agree that:**

1. **Informal Dispute Resolution**. If either you or we intend to arbitrate a Dispute under these Terms, the party seeking arbitration must first notify the other party of the Dispute in writing at least 60 days in advance of initiating the arbitration. Notice to us should be sent either by mail to AOL, 770 Broadway, New York, NY 10003, USA; or disputes.legal@aol.com. Notice to you will be to your email address(es) or street address(es), if any, that we have in our records at the time the notice is sent. The written description must be on an individual basis and provide, at minimum, the following information: the sender's name; a description of the nature or basis of the claim or Dispute; the specific relief sought; and, if you are a AOL registered user, your AOL ID or AOL email address. After receipt of the written description by AOL, you and AOL agree to personally meet and confer, via telephone or videoconference, to attempt to resolve the

Dispute. If a party is represented by counsel, that party's counsel may participate in the conference, but the party themselves shall also personally attend the conference.

If we are unable to resolve the Dispute within 60 days, either party may then proceed to file a claim for arbitration in accordance with the Dispute resolution provisions below.

The aforementioned Informal Dispute Resolution process, including the written description and personal participation in the meet and confer, is a prerequisite and condition precedent to commencing any formal Dispute resolution proceeding. The parties agree that any relevant limitations period and filing fees or other deadlines will be tolled while the parties engage in this Informal Dispute Resolution process. The parties further agree that whether a complaining party has satisfied these Informal Dispute Resolution procedures, including whether the written description contained all required information, is an issue that can be decided by a court as a prerequisite to arbitration.

2. **Arbitration Procedure.** The Federal Arbitration Act applies to these Terms. Subject to the exceptions listed in Section 14(a)(ii).3. below, any and all Disputes will be resolved by arbitration before a sole arbitrator administered by National Arbitration and Mediation ("NAM"), in accordance with the rules of NAM as modified by these Terms, including, as applicable, NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer and the Mass Filing Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. If you are initiating arbitration, a copy of the demand shall also be emailed to disputes.legal@aol.com. If you are a registered AOL user, any demand initiating arbitration, whether filed by you or AOL, must include your AOL ID or AOL email address. If AOL is initiating arbitration, a copy of the demand shall also be sent to the email address(es) or street address(es), if any, that we have in our records at the time the arbitration is initiated.

   The arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator has the right to impose sanctions in accordance with NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with the Informal Dispute Resolution clause.

If the amount in controversy does not exceed $10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and AOL submit to the arbitrator, unless the arbitrator determines that a hearing is necessary or the parties agree otherwise. If the amount in controversy exceeds $10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference, unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions unless they are unlikely to efficiently resolve or narrow issues in dispute. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and AOL (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

3. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, in the event 25 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM against either party ("Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are between 25 and 100 demands filed, the batch will consist of all such demands; if fewer than 100 arbitration demands are left over after the batching described above, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (ii) to accept applicable fees, including any related fee reduction determined by NAM in its discretion; (iii) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until selected for inclusion in a set of batch proceedings in accordance with the Terms; (iv) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by AOL and you, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication in accordance with the Terms; and (v) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand is adjudicated or resolved or as stated in Section 14(a)(ii).4. below. Arbitrator selection for each batch shall be conducted after the prior batch is adjudicated and to the greatest extent possible in accordance with the applicable

NAM rules and procedures for such selection. The arbitrator will determine the location where the proceedings will be conducted. You agree to cooperate in good faith with AOL and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims. The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This "Batch Arbitration" provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. If your demand for arbitration is included in the Mass Filing, your claims will remain tolled until your demand for arbitration is decided, withdrawn, or settled.

The parties agree that this batching provision is integral to the Arbitration Agreement insofar as it applies to a Mass Filing. If the batching provision in this subpart (iii) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor AOL shall be entitled to arbitrate any claim that is a part of the Mass Filing.

4. **Mediation Following First Batch in a Mass Filing.** The results of the first batch of demands will be given to a NAM mediator selected from an initially proposed group of 5 mediators, with AOL and the remaining claimants' counsel being able to strike one mediator each and then rank the remaining mediators and the highest collectively ranked mediator being selected. The selected mediator will try to facilitate a resolution of the remaining demands in the Mass Filing. After the results are provided to the mediator, AOL, the mediator and the remaining claimants will have 90 days (the "Mediation Period") to agree on a resolution or substantive methodology for resolving the outstanding demands. If they are unable to resolve the outstanding demands during the Mediation Period, and cannot agree on a methodology for resolving them through further arbitrations, either AOL or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in court. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither AOL nor the remaining claimants opt out and they cannot agree to a methodology for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Opt out of arbitration under this section shall not be construed as an

opt out of Section 14(a)(iii), titled “Class Action Waiver” below. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

5. **Arbitrator's Decision.** The arbitrator's decision shall be controlled by these Terms. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with the terms of the "Limitation of Liability" section of these Terms as to the types and the amounts of damages or other relief for which a party may be held liable. No arbitration award or decision shall have any preclusive effect in other arbitrations, except to preclude the same or similar claims from being re-arbitrated between the same parties. Attorneys' fees will be available to the prevailing party in the arbitration if authorized under applicable substantive law governing the claims in the arbitration.

6. **Small Claims Court Option.** As an alternative to arbitration, either party may elect to have any claims resolved in small claims court in your county of residence (or if a business, your principal place of business) or New York, New York on an individual basis for disputes and actions within the scope of such court's jurisdiction, regardless of what forum the filing party initially chose.

7. **Arbitration Location.** Except for as otherwise provided in subsection (ii)(c) above, the arbitration must take place in the county of your primary residence or New York, New York, unless you and we agree otherwise in writing. If you reside in Argentina, Chile, Colombia, Hong Kong, Mexico, Peru, or Venezuela, you can elect for the arbitration to take place remotely via video conference.

8. **Arbitration Fees and Expenses.** If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay any filing and hearing fees in excess of $250 that the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith, in which case arbitration fees (including attorneys' fees) may be imposed upon you consistent with the Arbitrator's Rules and the standard for sanctions set forth in Federal

Rule of Civil Procedure 11. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise, including as set forth in this Arbitration Agreement.

The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in subsection (ii)(c) above) provided that such modification does not increase the costs to you, and the parties further agree that they waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver or breach of this Arbitration Agreement while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

9. **30-Day Right to Opt Out.** You have the right to opt out and not be bound by the Arbitration Agreement by sending written notice of your decision to opt out to disputes.legal@aol.com with the subject line, “ARBITRATION OPT-OUT”. To be valid, the notice must be sent on an individual basis within thirty (30) days of (a) you first agreeing to these Terms ; or (b) you first using the Services, whichever is later. Any prior valid opt-out of a requirement to arbitrate disputes with AOL will continue to apply. Otherwise, you shall be bound to arbitrate disputes in accordance with the Arbitration Agreement. If you opt out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If you opt out of the Arbitration Agreement, AOL also will not be bound by it. If you opt out of this updated arbitration clause and were previously subject to an arbitration clause in effect prior to this updated arbitration clause, then that prior arbitration clause shall remain as part of the agreement between us. If you are a new user and did not previously consent to the prior arbitration clause and you choose to opt-out of this updated agreement, then we will also not be bound by this updated arbitration clause.

10. **Changes.** AOL reserves the right to make changes to this section. Any such changes will go into effect after 30 days and apply to all claims not yet filed regardless of when such claims may have accrued. If AOL changes this section after the date you first accepted this Arbitration Agreement (or accepted any subsequent changes to this Arbitration Agreement), you agree that your continued use of the Service 30 days after such change will be deemed acceptance of those changes.

11. **Severability.** If any part of this agreement to arbitrate is found by a court of competent jurisdiction to be unenforceable, the court will reform the agreement to the extent necessary to cure the unenforceable part(s), and the parties will arbitrate their Dispute(s) without reference to or reliance upon the unenforceable part(s). However, if for any reason the Class Action Waiver set forth below in subsection 14(a)(iii) or the Batch Arbitration provision set forth in subsection 14(a)(iii).3. cannot be enforced as to some or all of the Dispute, then the agreement to arbitrate will not apply to that Dispute or portion thereof. Any Disputes covered by any deemed unenforceable Class Action Waiver provision may only be litigated in a court of competent jurisdiction, but the remainder of the agreement to arbitrate will be binding and enforceable. Further, if any part of this Section 14 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 14 will be enforceable.

iii. **CLASS ACTION WAIVER. THESE TERMS DO NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS, EVEN IF NAM PROCEDURES OR RULES WOULD. ARBITRATION OR COURT PROCEEDINGS HELD UNDER THESE TERMS CANNOT BE BROUGHT, MAINTAINED OR RESOLVED ON BEHALF OF OR BY A CLASS, AS A PRIVATE ATTORNEY-GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OTHER THAN AS SET FORTH IN SECTION 14(a)(iii).3.. IF IT IS DETERMINED THAT A CLAIM OR REQUEST FOR PUBLIC INJUNCTIVE RELIEF MAY NOT BE WAIVED, AN ARBITRATOR MAY ONLY AWARD ON AN INDIVIDUAL BASIS ANY RELIEF THAT WOULD OTHERWISE BE AVAILABLE IN A COURT, INCLUDING INJUNCTIVE OR DECLARATORY RELIEF.**

iv. **JURY TRIAL WAIVER. IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS.**

v. *Choice of Law.* These Terms and the relationship between the parties, including any claim or dispute that might arise between the parties, whether sounding in contract, tort, or otherwise, will be governed by the laws of the State of New York without regard to its conflict of law provisions. In no event will the parties bring claims against one another under the laws of another jurisdiction.

vi. *Forum.* Except for small claims matters referenced in Section 14(a)(iii).4. and disputes regarding compliance with the Informal Dispute Resolution referenced in Section 14(a)

(iii).1., if for any reason a Dispute proceeds in court rather than through arbitration, all such Disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and us, will be brought exclusively in the courts located in the county of New York, New York or the U.S. District Court for the Southern District of New York. In such cases, you and we agree to submit to the personal jurisdiction of the courts located within the county of New York, New York or the Southern District of New York, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

vii. The Services are "commercial computer software" and "commercial items" as these terms are used in the Federal Acquisition Regulation system, and the rights of the United States are only those rights as are granted to all other end users pursuant to the terms and conditions herein and will not exceed the minimum rights set forth in FAR 52.227-19.

viii. Closed Captioning. AOL complies with applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. To send us feedback on accessibility issues, please contact accessibility.feedback@aol.com.

ix. In New Jersey, all of the limitations on liability set forth in Section 9 shall apply except nothing in these Terms will exclude or limit liability for intentional torts, willful acts, gross negligence, or a violation of a statutorily imposed duty.

x. You agree to not use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

xi. *Account Information.* Unless otherwise required by law and pursuant to AOL's policies and procedures, your Account is non-transferable and any rights to your content within your Account terminate upon your death.

xii. If a dispute, claim or matter arising out of or in connection with these Terms is not subject to arbitration pursuant to Section 14(a)ii), you agree that any claim or dispute you may have against us must be resolved exclusively by a state or federal court located in New York, New York, USA and you agree to submit to the exclusive personal jurisdiction of the courts located within New York, New York, USA (and, for the avoidance of doubt, to exclude the jurisdiction of any other court) for the purpose of litigating all such claims or disputes.

b. Canada:

i. *Defined Terms*

1. Minimum Age: Legal Age to form a binding contract in your province or territory of residence.

ii. *Choice of Law.* These Terms and the relationship between the parties, including any claim or dispute that might arise between the parties, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the province of Ontario without regard to its conflict of law provisions. In no event shall the parties bring claims against one another under the laws of another jurisdiction.

iii. *Forum.* Any claim against us shall be brought exclusively in the courts located within the province of Ontario, Canada. In such cases, you and we agree to submit to the personal jurisdiction of the courts located within the province of Ontario, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to a venue in such courts.

iv. *Updates.* We may automatically download and install the latest version of the Services on your device once a new version or feature is available.

v. Some provinces and territories do not allow for the exclusion of warranties (including the province of Quebec). In these provinces and territories, you have only the warranties that are expressly required to be provided in accordance with applicable law.

vi. Some provinces and territories do not provide exclusion of limitation of liability for all types of damages (including the province of Quebec). In these provinces, we will only be liable to you for damages that we are expressly required to be liable to you under applicable law.

c. India:

i. *Defined Terms*

1. Minimum Age: 13 years old, provided that if you are between 13 and 18 years of age, you must have parental or legal guardian permission to use the Services or register for an account.

ii. **Click here for an important Supreme Court Order passed by the Hon'ble Supreme Court of India relating to a prohibition on advertisement under the PCPNDT Act, 1994.**

iii. By accessing the Services, you specifically agree to use the Services in accordance with Section 2(d) (Member Conduct) of these Terms and not to host, display, upload, modify, publish, transmit, store, update or share any information that:

1. belongs to another person and to which the you do not have any right;

2. is obscene, pornographic, pedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;

3. is harmful to child;

4. infringes any patent, trademark, copyright or other proprietary rights;

5. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature;

6. impersonates another person;

7. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence, or prevents investigation of any offence, or is insulting other nation;

8. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; or

9. violates any law for the time being in force; and

10. that in case of non-compliance with rules and regulations, privacy policy, Terms of Service these Additional terms, we have the right to terminate the access or usage rights to the Services immediately or remove non-compliant information or both, as the case may be.

d. Japan:

i. *Defined Terms*

1. Minimum Age: 18 years old (however, if you are 18 or 19 years old, you must have the permission of a parent or legal guardian in order to agree to the Terms and to use the Services)

ii. *Choice of Law.* The Terms and relationship between you and us will be governed by the laws of Japan without regard to its conflict of law provision.

iii. *Forum.* You and we submit to the exclusive jurisdiction of the Tokyo District Court, Japan.

iv. *Modifying the Services; Modifying these Terms*

1. When we modify the Services as outlined in Section 7(a), or we modify these Terms pursuant to Section 12(b), we will notify you a reasonable amount of time in advance of any modifications that will be of material disadvantage to you or materially limit your access to or usage of the Services.

2. For modifications to these Terms or the Services that we need to make in order to meet security, safety, legal or regulatory requirements, we may not be able to notify you in advance, but we will let you know as soon as practicable after such modification is made.

v. *Limitation of Liability.* Nothing in these Terms affects any legal rights that you are entitled to as a consumer under Japanese law which cannot be contractually altered or waived. Accordingly, if the contract regarding the use of the Services pursuant to these Terms is deemed a consumer contract under the Consumer Contract Act of Japan, some of the exclusions and limitations in Section 9 of these Terms will not apply to you for liability resulting from our willful misconduct or gross negligence.

e. Europe, Middle East and Africa

i. *Defined Terms*

1. Minimum Age: Subject to any other restrictions for specific sites, apps, or services we provide, for EU Member States, the Minimum Age is 16 or the lower age that a Member State has provided for you to consent to the processing of your personal data. For countries outside the EU the Minimum Age is 13.

ii. *Choice of Law.* These Terms and their operation, interpretation or formation, and the relationship between the parties, including any claim or dispute that might arise between

the parties (including non-contractual claims or disputes) will be governed by the laws of Ireland without regard to its conflict of law provisions.

iii. *Forum.* Except to the extent set out in paragraph (iv) below, you and we agree to submit to the exclusive jurisdiction of the Irish courts in respect of any dispute or claim that arises out of or in connection with these Terms or their operation, interpretation or formation (including non-contractual claims or disputes). In such cases, you and we agree to submit to the personal jurisdiction of the courts located within Ireland, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to the venue of such courts.

iv. If you reside in a European Union country, nothing in these Terms, including paragraphs (ii) and (iii) above, affects your right to rely on any applicable mandatory local law or choice of jurisdiction provision that cannot be varied by contract. The European Commission provides an online dispute resolution platform, which you can access at https://ec.europa.eu/consumers/odr/.

v. *Modifying the Services; Modifying these Terms*

1. Subject to the additional requirements under Section 14(e)(ix)2., where we modify the Services as outlined in Section 7(a), or we modify these Terms pursuant to Section 12(b), we will tell you a reasonable amount of time in advance of any modifications that will materially disadvantage our users or materially limit the access or usage of Services. Your continued use of the Services after the effective date of any such modifications means that you agree to the Services or the Terms as modified.

2. For modifications to the Terms or to the Services that we need to make to meet security, safety, legal or regulatory requirements, we may not be able to notify you in advance but we will let you know as soon as practicable.

vi. Notice of cancellation, suspension or limitation of the Services or your account.

1. Notwithstanding subsection (v) above and without prejudice to your statutory rights, and - with respect to users residing in the European Union, subject at all times to the provisions of subsection 14(e)(xii) below - we may, without notice, temporarily or permanently suspend or cancel your account or impose limits on or restrict your access to parts or all of your account or the Services:

a. if you violate, or we believe you are about to violate, the Terms, including any incorporated agreements, policies or guidelines;

b. in response to requests by law enforcement or other government agencies under valid legal process;

c. due to unexpected technical or security issues or problems; or

d. if your account shows extended periods of inactivity in accordance with our account deletion policy.

vii. If we permanently suspend or terminate your account, we will notify you in advance and allow you reasonable time to access and save information, files and content associated with your account unless we have reason to believe that continued access to your account will violate applicable legal provisions, requests by law enforcement or other government agencies, or cause damage to us or to third parties. If you are a user residing within the European Union, please also see Section 14(e)(xii)2. below for further detail on our complaints handling system.

viii. *Cooling-off period for EEA and UK consumers.* The following provisions supplement Section 11 (Fee-based services and billing).

1. EEA users. If you are a consumer living in the European Economic Area (EEA), you can cancel your fee-based Service without giving a reason within 14 days from the day of the conclusion of the contract. You will not incur any fees as a result of reimbursement.

2. UK users. If you are a user in the UK and have been provided with a free trial period, you have the right to cancel your fee-based Service without giving a reason within 14 days following the end of the free trial period. Any fees you have been charged will be reimbursed to you. In addition, for any Mail Services subscription that involves a 12-month term or longer, you will have the additional right to cancel within 14 days of each auto-renewed term.

3. Exceptions. If you purchase digital content not supplied in a tangible medium from us, you agree that the cancellation period expires immediately once you begin to download or stream the digital content.

4. Reimbursement. We will reimburse all payments received from you for the fee-based Service no later than 14 days from the day on which we received your cancellation

notification. Unless you expressly agree otherwise, we will use the same means of payment as used for the initial transaction.

5. Auto-Renewal. In addition to Section 11(b)(v), and subject to the additional rights for Mail Services users set out in Section 14(e)(xii)(c) below, the following shall apply: If your subscription is auto-renewed and the price has increased, you will be notified of the applicable new price and you will be allowed to terminate your subscription within a period of 14 days upon receipt of the notice. In such case the new price will not become effective and your subscription will end at the end of the term.

ix. *Additional Mail Services terms for users residing in the EEA & UK.*

1. EEA and UK users. Notwithstanding any provision to the contrary in these Terms of Service, the following terms govern the provision of email services (including but not limited to AOL Mail, referred to as "Mail Service(s)") for users residing within the European Economic Area and the United Kingdom. For the avoidance of doubt, any rights provided below shall be in addition to rights covered elsewhere in these Terms of Service and in the event of conflict between this subsection and other provisions of these Terms of Service, this subsection shall prevail. We reserve the right to change the name of your Mail Service(s) at any time but doing so will not affect your rights under these Terms of Service.

2. Material changes to Mail Services terms. If we make any material changes to this subsection, you will be given at least 30 days' notice in writing before the new Terms of Service take effect. If you do not accept the new Terms of Service you must exercise your right to cancel your Mail Service(s) before the end of the notice period in accordance with Section 12(c).

3. For users residing in the UK, these terms do not affect any of your statutory rights under Part 1 of the Consumer Rights Act 2015.

4. Pre-contractual information required under the European Electronic Communications Code.

   a. If you are a user residing in the European Economic Area, the European Electronic Communications Code (the EECC) requires AOL to provide you with information about contractual rights when you sign up for our Mail Services.

   b. A **contractual summary** for your Mail Service can be found here.

c. The relevant summary forms part of your contract with AOL.

5. Main characteristics of our Mail Services.

a. AOL Mail is a personal email service that users can access through a web interface or an app, and through a variety of devices and operating systems. An internet connection is required to send or receive emails via our Mail Services.

b. You can reach out to us with any customer queries and for assistance via the AOL account help pages online/accessible via your Mail account. You can close your Mail account at any point in time.

c. AOL can take action in response to credible reports that a Mail account is being used in a way that compromises the security of our Services (e.g. Mail accounts associated with spam, scam advertisements, ransomware and malware), including terminating Mail accounts following human review.

d. AOL designs and builds its electronic communications services taking into account global accessibility standards.

x. *Exclusions and limitations of liability.* Nothing in the Terms affects any legal rights that you are entitled to as a consumer under Irish and EU law which cannot be contractually altered or waived. Accordingly, some of the exclusions and limitations in Sections 8 and 9 of the Terms will not apply to you if you are a consumer living in a European Union country.

xi. *Our liability.* Despite Section 9, we accept responsibility for fraudulent representations made by us or if you are injured or die as a direct result of our negligence in connection with the Services.

xii. *EU Digital Services Act*

1. Restrictions on use of our Services. The EU Digital Services Act ('DSA') requires us to provide users in the European Union with details of any restrictions we may impose on the use of certain Services. These restrictions enable us to take action to address content on our Services that is illegal and/or in violation of our Community Guidelines.

a. For AOL Search:

i. Use of algorithmic tools to restrict the visibility of search results containing adult content in certain cases, including where users are identified as under 18 years;

ii. Use of algorithmic tools to restrict the visibility of search results containing illegal content;

iii. Dereferencing of search results in order to uphold an individual's rights under EU privacy law (known as the 'Right To Be Forgotten');

iv. Use of algorithmic tools to insert additional content within certain search results, including warning labels and law enforcement contact information, to dissuade a user from engaging with illegal and harmful content;

v. Use of human review to block the display of certain suggested search terms to 'autocomplete' a user's typed-in query where the suggested search terms would contain prohibited words or phrases in violation of AOL's Community Guidelines; and

vi. Referring complaints about illegal search content to Microsoft Bing, the search engine that generates AOL's general algorithmic and advertising search results.

b. For user comments on our Services:

i. Taking action in response to notices from individuals or entities about user comments on our Services that are illegal or in violation of our Community Guidelines, including using human review to restrict visibility of or remove user comments, and disabling access to the user comments function on our Services for repeated violations; and

ii. Using algorithmic tools to detect, identify and address content contained in user comments on our Services that is illegal or in violation of our Community Guidelines.

c. For Mail:

i. Taking action in response to notices from individuals or entities about email content on the Services that is illegal or in violation of our Community Guidelines, including terminating an individual's email account after their account has been used for repeated violations following human review; and

ii. Taking action in response to credible reports that an email account or accounts are being used in a way that compromises the security of our Services (including email

accounts associated with spam, scam advertisements, ransomware and malware), including terminating email accounts following human review.

d. For all of our Services:

i. Taking action in response to EU Member State authorities' orders to remove illegal content.

ii. Users in the European Union may contact us to raise any queries or complaints under the DSA via the 'Points of Contact' section below. Complaints are reviewed by our Legal and Member Services Teams.

2. Complaints handling system.

Any user residing within the European Union whose account has been restricted pursuant to Section 14(e)(xii)1. above may submit a complaint to us using the relevant points of contact provided in subsection 3 below. The complaint must include the following information: your country of residence; your account information (name and email address); details of your complaint including any notifications you have received from us regarding your account or services you have used under your account. Upon review, we will respond with the steps we are prepared to take, if applicable, to address your complaint. We reserve the right not to respond if you fail to provide sufficient information for us to understand the general nature of your complaint, and/or if you fail to respond to any requests for additional information from us in order to ensure your complaint is adequately substantiated. Our complaints handling teams are trained to review your complaint and to take action in accordance with our Community Guidelines and these Terms of Service, in a timely, non-discriminatory and diligent manner.

3. Points of Contact

a. If you are a representative of a Member State of the European Union, the European Commission or the European Board for Digital Services you can communicate with us at the following email address: dsa.legal@aol.com. Our preferred language of communication is English.

b. If you are a user residing within the European Union, the most direct way for us to address any query, concern, or complaint you may have under the DSA is by completing the DSA contact form. Alternatively you may send an email to dsaquery@cc.aol.com with the following required information: your country of

residence; the AOL service you are contacting us about; a brief explanation of your query, concern or complaint. These points of contact cannot be used for any matter that is not related to the Digital Services Act.

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AOL

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