

Welcome to Warner Media, LLC!

FIRST, AN IMPORTANT MESSAGE: PLEASE READ THESE TERMS AND CONDITIONS OF USE ("Terms", "Terms of Use", or "Agreement") CAREFULLY BEFORE USING THIS WEBSITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE. Access to and use of this website, including any content and functionality (the "website"), is provided by Warner Media, LLC ("Warner Media," "us" or "we") subject to the following Terms of Use:

1. Your Acceptance of Terms

If you do not agree with any of these Terms of Use, please do not access or use this website. By accessing and using this website you will be deemed to have irrevocably agreed to these terms.

Some areas of this website may be subject to additional terms and conditions, which you should read carefully before making any use of those areas. Such additional terms will not change or replace these Terms of Use regarding use of this website, unless otherwise expressly stated.

Please note that these Terms of Use may be revised and reissued without notice at any time by updating this posting. You should visit this page regularly to review the current Terms of Use. Your continued use of this website will be deemed as irrevocable acceptance of any revisions. These Terms of Use were last updated on April 2, 2021.

Subsidiaries and affiliates of Warner Media maintain a large number of websites associated with our different businesses, brands and products. Each of these websites you visit may have Terms of Use that differ from these Terms of Use due to the nature of the website and the information being collected. Please consult each website's terms of use for details.

Warner Media reserves the right to withdraw or amend this website, and any service or material we provide on this website, in our sole discretion and without notice.

2. How To Contact Us

This website is controlled and operated by Warner Media, LLC, located at 30 Hudson Yards, New York, NY 10001-2170. Please forward any comments about the website to webmaster@warnermediagroup.com.

3. Intellectual Property

This website and its contents, features and functionality, including, software, text displays, video and audio and other materials as well as characters, logos and images ("Material") are protected by copyrights, patents, trade secrets, registered or unregistered trademarks, trade names and/or service marks or other proprietary rights ("Intellectual Property") under the laws of the United States and other countries, and are owned by Warner Media, its licensors or other providers of such Material. Warner Media respects the intellectual property rights of others and asks users of this website to do the same.

4. Your Use of Material

Your right to make use of this website and any Material or other content appearing on it is subject to your compliance with these Terms of Use. Modification or use of the Material or any other content on this website for any purpose not permitted by these Terms of Use may be a violation of the Intellectual Property and is prohibited.

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Using any Material on any other website or networked computer environment is prohibited. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on this website into a readable form in

order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited. You shall not engage in spidering, "screen scraping," "database scraping," harvesting of user information, or any other automatic means of accessing, logging-in or registering on this website, or obtaining lists of users or obtaining or accessing other information from or through this website. You shall not use this website in any manner with the intent to interrupt, damage, disable, overburden, or impair this website, or interfere with any other party's use and enjoyment of this website, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through this website.

5. Disclaimer of Warranties

YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THIS WEBSITE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THIS WEBSITE, EACH OF WARNER MEDIA AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF WARNER MEDIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WARNER MEDIA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WARNER MEDIA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT IN THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WARNER MEDIA MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT IN THIS WEBSITE OR ANY WEBSITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND WARNER MEDIA ASSUMES

NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT OF THIS WEBSITE OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

6. Limitation of Liability and Time Limitation for Claims

WARNER MEDIA DISCLAIMS ALL LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR ANY OTHER WEBSITE, OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THIS WEBSITE OR ANY OTHER WEBSITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF WARNER MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT WARNER MEDIA) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE OR YOUR USE OF THE SERVICE AND/OR SITE, THESE TERMS OF USE, OR THE RELATIONSHIP BETWEEN US, MUST BE COMMENCED WITHIN ONE YEAR OF THE RELEVANT EVENTS. A DISPUTE IS COMMENCED IF IT IS FILED IN AN ARBITRATION OR, IF THE DISPUTE IS NON-ARBITRABLE, A COURT WITH JURISDICTION, DURING THE ONE-YEAR PERIOD. IF YOU OR WE PROVIDE NOTICE OF A DISPUTE UNDER SECTION 23 (DISPUTE RESOLUTION), THE ONE-YEAR PERIOD IS TOLLED FOR 60 DAYS FOLLOWING RECEIPT OF THE NOTICE OF DISPUTE. YOU AND WE EACH WAIVE—THAT IS, GIVE UP—

THE RIGHT TO PURSUE ANY DISPUTE, CLAIM OR CONTROVERSY THAT IS NOT FILED WITHIN ONE YEAR AND ANY RIGHT YOU OR WE MAY HAVE HAD TO PURSUE THAT DISPUTE, CLAIM OR CONTROVERSY IN ANY FORUM IS PERMANENTLY BARRED.

7. Registration

To access some of the resources this website has to offer, you may be asked to provide registration details. It is a condition of use of this website that all the details you provide be correct, current, and complete. If we at Warner Media believe the details are not correct, current, or complete, we have the right to refuse you access to the website, or any of its resources, and to terminate or suspend your account.

We will assume (and by using this website you warrant that) you have legal capacity to enter into the agreement set out in these Terms of Use (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

8. Submissions, Postings and E-mails

Warner Media does not accept or consider unsolicited submissions of any kind (e.g., scripts, treatments, concepts, or any other materials), in any format, by any means of transmission (including email). Any such submissions are either returned to the sender without being reviewed or deleted or discarded without being reviewed. Therefore, please do not send any unsolicited submissions to Warner Media. Any material you send to us will not be treated as confidential, and Warner Media shall not be liable for any use or disclosure thereof.

Please act responsibly when using this website. You may only use this website and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through this website. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the website is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted (other than by Warner Media) or privately transmitted on or through this website are the sole responsibility of the sender, not Warner Media, and that you are responsible for all material you upload, post or otherwise transmit to or through this website.

In addition, you are prohibited from removing any sponsorship banners or other material inserted by Warner Media anywhere on this website (e.g., on any web space made available for your use).

9. System Abuse

You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on this website.

You are prohibited from using any services or facilities provided in connection with this website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password-guessing programs, cracking tools or network probing tools) are strictly prohibited.

10. Security

Any usernames and passwords used for this website are for individual use only. You shall be responsible for the security of your username and password (if any). Warner Media shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username or password that Warner Media considers insecure, Warner Media is entitled to require them to be changed and/or terminate your account.

If you become involved in any violation of system security, Warner Media reserves the right to release your details to system administrators at other websites in order to assist them in resolving security incidents.

11. Investigations

Warner Media reserves the right to investigate suspected violations of these Terms of Use, including without limitation any violation arising from any submission, posting or e-mails you make or send to the website. Warner Media may seek to gather information from the user who is suspected of violating these Terms of Use and from any other user in connection with such an investigation. Warner Media may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Warner Media believes, in its sole discretion, that a violation of these Terms of Use has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate.

Warner Media will cooperate with any law enforcement authorities or court order requesting or directing Warner Media to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THESE TERMS OF USE, YOU WAIVE AND HOLD HARMLESS WARNER MEDIA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY WARNER MEDIA DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER WARNER MEDIA OR LAW ENFORCEMENT AUTHORITIES.

12. Service

Warner Media reserves the right to modify or discontinue, temporarily or permanently, all or any part of this website and/or any software, facilities and services on this website, with or without notice, and/or to establish general guidelines and limitations on their use.

13. Local Regulations

Warner Media makes no representation that Materials or other content on the website are appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access the website from other locations, you do so on your own initiative and at your own risk.

You are responsible for complying with local laws if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

14. Indemnity

You agree to indemnify and hold harmless Warner Media, its affiliates and each of its and their respective officers, directors, employees, agents, distributors, successors and assigns from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of any of the provisions of these Terms of Use and/or from any representations or warranties you made herein, and/or from your placement or transmission of any content onto Warner Media's servers, and/or from any and all use of this website or your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this indemnity. In such event, you shall provide us with such cooperation as is reasonably requested by us.

15. Third-Party Websites

This website may link you to other websites on the Internet that are not affiliated with Warner Media or its subsidiaries. These websites may contain information or material that some people may find inappropriate or offensive. These other websites are not under the control of Warner Media, and you acknowledge that (whether or not such websites are affiliated in any way with Warner Media or its subsidiaries) Warner Media is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites. The inclusion of such a link does not imply endorsement of any website by Warner Media or any association with such website's operators. Links to such websites are provided for convenience only, and you access them at your own risk.

Warner Media cannot ensure that you will be satisfied with any products or services that you purchase from any third-party website that links to or from a Warner Media website because the linked websites are owned and operated by independent retailers. Warner Media does not endorse any of the merchandise, nor has Warner Media taken any steps to confirm the accuracy or reliability of any of the information contained in such third-party websites. Warner Media does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you irrevocably waive any claim against us with respect to such websites. To the extent that such websites collect personal information from you, Warner Media shall not assume or have any responsibility or liability for the manner in which such information is used or exploited, or for any claims, damages, or losses resulting from their use or exploitation on or by such websites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

16. Links to this Website

You are not permitted to link directly to any image or content hosted on this website or our services, such as using an "in-line" linking method to cause the image or content hosted by us to be displayed on another website. You may not use on your website any trademarks, service marks or copyrighted materials appearing on this website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or right. You may not frame or otherwise incorporate into another Website any of the content or other materials on this website without prior written consent of Warner Media.

This website may provide certain social media features that enable you to link from your own or third party websites to content on this websites, or send email or links to certain content on this website. You may use these features solely as they are provided, and you are not permitted to take any action with respect to the Materials on this website that is inconsistent with any provision of these terms of use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

17. Geographic Restrictions

Warner Media is based in the state of New York in the United States. Warner Media make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the website may not be legal by certain persons or in certain countries. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

18. Notice and Procedure for Making Claims of Infringement

Warner Media respects the intellectual property of others. If you believe that any content appearing on this website infringes your copyright rights, please forward the following information in writing to the Copyright Agent at the e-mail address listed below:

- (a) your name, address, telephone number, and e-mail address;
- (b) a description of the copyrighted work that you claim has been infringed;
- (c) the exact URL or a description of each place where alleged infringing material is located;
- (d) a statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
- (e) your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
- (f) a statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf.

19. Copyright Agent

TWcopyright@timewarner.com (Please note that this email address is solely for the purpose of notifying Warner Media that you feel that any material on this website infringes your rights in accordance with the above. This address is not intended for any other purpose, such as requests for permission to use content owned or controlled by any division of Warner Media. For any such requests, please contact the relevant division directly through the contact details specified on their website for that purpose.)

Warner Media seeks to preserve any and all exemptions from liability that may be available under the copyright law, but does not necessarily stipulate that it is a service provider as defined in USC section 512(c) or elsewhere. Warner Media maintains a policy that provides for the termination in appropriate circumstances of use privileges with respect to this website of users who are repeat infringers of intellectual property rights.

20. Proprietary Online Services

Any area of this website that is accessed through any proprietary online service is subject to the rules, policies and guidelines of such proprietary online service.

21. Governing Law and Venue

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of New York, as they are applied to agreements entered into and to be performed entirely within New York and without regard to conflict of law principles, except to the extent that law is inconsistent with or preempted by federal law. To the extent that a dispute is not subject to arbitration under Section 23 (Dispute Resolution) of these Terms of Use, any action you, any third party or Warner Media may bring to enforce these Terms of Use or in connection with any matters related to this website shall be brought only in either the State or Federal Courts located in New York County, New York, and you expressly consent to the jurisdiction of said courts.

22. Severability

Except as specified in Section 23 (Dispute Resolution), if any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the rest of the Terms of Use and shall not affect the validity and enforceability of any remaining provisions. This is the

entire agreement between the parties relating to the matters contained herein. Warner Media's failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.

23. Dispute Resolution

Summary:

Except in relation to intellectual property rights and claims arising from bodily injury as set forth in Section (1) below, we each agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Unless expressly limited by this Dispute Resolution provision, arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, we will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from us to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what we have offered you to settle the dispute.

Arbitration Agreement

(1) Claims Subject to Arbitration: Warner Media and you agree to arbitrate **all disputes and claims** between us, except for claims arising from bodily injury or that pertain to enforcing, protecting, or the validity of your or our intellectual property rights (or the intellectual property rights of any of our licensors, affiliates and partners). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation or any other statutory or common-law legal theory;

- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to “Warner Media,” “you,” and “us” include our respective subsidiaries, affiliates, agents, employees, licensees, licensors, and providers of content as of the time your or our claim arises; our respective predecessors in interest, successors, and assigns (including AT&T and its affiliates); and all authorized or unauthorized users or beneficiaries of Services under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an action in small claims court seeking only individualized relief, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) Pre-Arbitration Notice of Disputes: A party who intends to seek arbitration must first send to the other a written Notice of Dispute (“Notice”). The Notice to Warner Media should be sent by certified mail to: General Counsel, Warner Media, LLC, 30 Hudson Yards, New York, NY 10001-2170 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”).

If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or us is entitled. You may download a form to initiate arbitration at: adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf.

(3) Arbitration Procedure: The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them in writing at the Notice Address. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Unless we and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as provided in subsection (6) below, the arbitrator can award the same damages and individualized relief that a court can award under applicable law.

(4) Arbitration Fees: After we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000 in value. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly upon receiving a written request at the Notice Address.) We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies we previously paid that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek relief valued at greater than \$75,000 (either to you or to us), the payment of these fees will be governed by the AAA rules.

(5) Alternative Payment and Attorney Premium: If you initiated arbitration in accordance with the notice requirements above in subsection (2) and the arbitrator

issues an award in your favor that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will:

- pay you the amount of the award or \$10,000 (“the alternative payment”), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (“the attorney premium”).

If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits. In assessing whether an award that includes attorneys' fees or expenses is greater than the value of our last written settlement offer, the calculation shall include only the portion of the award representing attorneys' fees or expenses that you reasonably incurred pursuing the arbitration through the date of our settlement offer.

The right to the attorney premium supplements any right to attorneys’ fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover both the attorney premium and a duplicative award of attorneys’ fees or costs. Although under some laws we may have a right to an award of attorneys’ fees and expenses if we prevail in an arbitration, we agree that we will not seek such an award.

(6) Requirement of Individual Arbitration: The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative, class, or private attorney

general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then that claim or request for relief shall be severed , and all other claims and requests for relief shall be arbitrated.

(7) Future Changes to Arbitration Provision: Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

25. Accessibility and Accommodation

Warner Media is committed to diversity. In keeping with this commitment, the Company endeavors to ensure accessibility to its facilities, information, goods and services and provides accommodations of disabilities in accordance with applicable law. For more information please contact recruitadmin@warnermedia.com

26. Force Majeure

Warner Media will not have any liability to you by reason of any delay or failure to perform any obligation hereunder if the delay or failure to perform is occasioned by force majeure, which refers to any act of God, storm, fire, casualty, unanticipated work stoppage, power outage, satellite failure, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, Governmental action, or other cause beyond its control.