

ViacomCBS – Business to Business Terms of Use
Effective Date: March 2, 2020

1. Acceptance of Terms of Use

These terms and conditions of use (the “**Terms**”) govern your use of any ViacomCBS provided electronic services and Internet-enabled applications (“**Services**”). **By using any Services, you are bound by these Terms along with any other separately negotiated instrument pertaining to the Services provided.** If you are using any Services on behalf of your employer, you represent that you have the authority to bind your employer to these Terms. In the event of a conflict between the terms of your employer’s separately negotiated instrument and these Terms, then the separately negotiated instrument shall govern.

2. Registration and Access Controls

You are responsible for the confidentiality of your login credentials. You are responsible for all activities that occur from your login credentials. Your login credentials are for your personal use only. If you believe that someone is using any of your credentials, please contact ViacomCBS immediately. ViacomCBS is not responsible for any loss or damage resulting from your failure to notify ViacomCBS of unauthorized use. You must provide ViacomCBS accurate and complete information and must update such information when it changes.

3. Compliance with Laws

You must comply with all applicable laws. You may access the Services solely for legitimate business purposes and may not otherwise copy, distribute, publish, display or perform or create derivative works of the Services without ViacomCBS permission.

4. Changes to These Terms of Use

ViacomCBS may change these Terms at any time, so ViacomCBS encourages you to review the Terms periodically. ViacomCBS will notify you by posting a revised copy of these Terms online, or provide notice to you via email or any other means. Any changes to these Terms will become effective as of the date the revised Terms are posted. If you continue to use any Services after ViacomCBS changes the Terms, you accept all changes effective as of the date of the revision. The date at the top of the Terms tells you when it was last updated. If you do not agree with the Terms or any changes ViacomCBS makes, please do not continue to use the Services.

5. Acceptable Use

You may not use any Services to do the following or assist others to do the following:

- (a) sublicense, assign, sell, or lease the Services or content to third parties without a ViacomCBS agreement;
- (b) use the Services for any commercial purpose unrelated to your ViacomCBS business relationship ;
- (c) remove any copyright, trademark or other proprietary notations from content on the Services;
- (d) threaten, defame, stalk, abuse, or harass other persons, or engage in illegal activities;
- (e) link to any Services from a non-ViacomCBS website;
- (f) transmit any material that is inappropriate, profane, vulgar, offensive, false, disparaging, defamatory, obscene, illegal, sexually explicit, racist, that promotes violence, racial hatred, or terrorism, or that ViacomCBS deems, in its sole discretion, to be otherwise objectionable;
- (g) frame the Services, display the Services in connection with an unauthorized logo or mark, or do anything that could falsely suggest a relationship between the ViacomCBS and any third party or potentially deprive ViacomCBS of revenue (including revenue from advertising, branding, or promotional activities);
- (h) violate any person’s or entity’s legal rights (including intellectual property, privacy, and publicity rights), transmit material that violates or circumvents such rights, or remove or alter intellectual property or other legal notices;
- (i) transmit files that contain viruses, spyware, adware, or other harmful code;
- (j) advertise or promote goods or services without ViacomCBS’s permission (including by sending spam);
- (k) interfere with others using the Services or otherwise disrupt any Services;
- (l) transmit, collect, or access personally identifiable information about other users without the consent of those users and ViacomCBS;

- (m) engage in unauthorized spidering, scraping, or harvesting ViacomCBS content, contacts or other personal information, or use any other unauthorized automated means to obtain ViacomCBS information;
- (n) impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit; or
- (o) defeat any access controls, access any portion of the Services, any ViacomCBS websites, computers or information systems that ViacomCBS has not authorized you to access (including password-protected areas), link to password-protected areas, attempt to use another user's account credentials, or allow anyone else to use your account credentials.

6. Access to Services; Account Deletion

ViacomCBS may monitor your use of the Services at any time. If you submit content of any kind to any ViacomCBS website, you grant ViacomCBS a nonexclusive, royalty-free, perpetual right to use; reproduce; modify; adapt; publish; translate; create derivative works from; distribute; and display such content throughout the world in all media.

ViacomCBS may take any of the following actions in ViacomCBS's sole discretion at any time and for any reason without any liability and without giving you prior notice:

- (a) Restrict or terminate your access to any Services;
- (b) Change or discontinue any Services;
- (c) Deactivate your Services accounts and delete all related information and files in your accounts;
- (d) Provide information to third parties concerning you and your activities to comply with applicable laws or respond to court orders, subpoenas, or other lawful requests, or as otherwise described in the privacy policy; and
- (e) Remove ViacomCBS content or user submissions.

7. Cookies and Other Tracking Devices

When you use the Services, ViacomCBS and its service providers may collect certain information by automated or electronic means, using technologies such as cookies, pixel tags and web beacons, browser analysis tools, and web server logs. As you use the Services and related applications, your browser and devices communicate with servers operated by ViacomCBS, its business partners, and service providers to operate the Services.

8. Disclaimer of Warranties

ViacomCBS does not warrant: (1) that the Services will be uninterrupted or error-free; (2) that defects will be corrected; (3) that the Services or the hardware, software or information systems hosting or enabling access to them are free of viruses or other harmful code; or (4) that the Services or information available through the Services will continue to be available. ViacomCBS disclaims any express or implied warranties, including non-infringement, merchantability, fitness for a particular purpose, and title. The Services including all related hardware, software and information systems made available to you are provided "as is," "as available," and "with all faults."

Your access to and use of the Services is at your risk. If you are dissatisfied with the Services or any of the content, your sole and exclusive remedy is to discontinue accessing and using the Services.

Any damages you may incur that arise out of ViacomCBS's acts or omissions, are not irreparable and are not sufficient to entitle you to an injunction or other equitable relief restricting exploitation of any website, property, product, program, television show, motion picture, or other audio/visual content.

You acknowledge that you may be waiving rights with respect to claims that are unknown or are unsuspected. Accordingly, you hereby waive the benefit of any law, including, to the extent applicable, California civil code § 1542, that otherwise might limit your waiver of such claims. Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages, so some of the above limitations and exclusions may not apply to you.

9. Limitation of ViacomCBS Liability

ViacomCBS, its affiliates, and their respective vendors, partners, clients, licensees, licensors, service providers, third-party content providers, and all officers, directors, shareholders, employees and agents

have no liability to you or any third party for any loss or damages of any kind whatsoever in connection with the Services and any user submissions even if foreseeable or even if ViacomCBS has been advised of the possibility of such damages, whether caused in whole or in part by ViacomCBS. You hereby assume all risk and liability arising from your use of the Services. If any limitation of liability is held to fail its essential purpose or is otherwise deemed to be unenforceable, then the maximum cumulative liability of ViacomCBS, arising out of your use of the Services, shall not exceed your direct damages, if any. The limitations in this section apply to all causes of action. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations and exclusions may not apply to you.

10. Indemnification

You hereby indemnify, defend, and hold harmless ViacomCBS, its affiliates, and their respective vendors, partners, clients, licensees, licensors, service providers, third-party content providers, and all officers, directors, shareholders, employees and agents of all of the foregoing from and against all third party claims, demands, damages, liabilities and costs (including attorneys' fees) arising out of or in connection with: (a) your use of the Services; (b) your breach of this Agreement; or (c) your violation of any applicable law as a result of your use of the Services. ViacomCBS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with ViacomCBS's defense of such claim.

11. Choice of Law/Statute of Limitations

These Terms and your use of the Services are governed by the laws of the State of New York, and you irrevocably submit to the exclusive jurisdiction for all actions in New York State, New York County, and agree not to plead to the contrary. You must bring any claim arising from these Terms within one year from the relevant date of your access to the Services that gave rise to the claim.

12. Complete Agreement

This Agreement only governs your use of the Services, and other transactions between you and ViacomCBS are subject to other applicable agreements, such as advertising sales terms and conditions. No changes by you to these Terms are valid without express written consent of ViacomCBS in a writing pertaining to these Terms. ViacomCBS may be required by state or federal law to notify you of certain events. Notices will be effective upon our delivering them to you in writing, which may include email. If you do not provide ViacomCBS with accurate contact information, ViacomCBS will not be responsible for failure to notify you. ViacomCBS's failure to exercise or enforce any provision in these Terms will not constitute a waiver of such provision. These Terms, including all additional terms, conditions, and policies contained or referenced in a mutually executed instrument between you and ViacomCBS constitute the entire agreement between you and ViacomCBS and supersede all prior agreements with respect to your use of the Services. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed and the remainder of the Terms will continue to be valid and enforceable.

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