

Crunchyroll Terms of Use

Crunchyroll, LLC ("Crunchyroll", "we" or "us") provides our website accessible at Crunchyroll.com (the "Site") through which users can participate in an online community dedicated to enjoying anime, premium animation, sci-fi, fantasy and media in all forms (the "Services"). Please read the following important terms and conditions ("Terms of Use") carefully. These Terms of Use and all policies referenced in this document or elsewhere on the Site that are incorporated herein by reference govern your access to and use of the Site and Services. These Terms of Use are a legal agreement between you and Crunchyroll and apply to you whether you are a Crunchyroll Member (defined below) or a visitor just browsing the Site (collectively, "Crunchyroll Users"). These Terms of Use limit Crunchyroll's liability and obligations to you, grant us certain rights and allow us to change, suspend or terminate your access to and use of the Site and Services.

YOU UNDERSTAND THAT BY USING THE SITE, SERVICES OR YOUR CRUNCHYROLL ACCOUNT OR BY POSTING ANY CONTENT ON THE SITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES. IF YOU AGREE TO THESE TERMS OF USE ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT BUSINESS TO THESE TERMS OF USE AND YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF THE BUSINESS. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT BUSINESS.

1. Eligibility and Registration.

In order to access certain features of the Site and Services, and to post any content on the Site or via the Services, you will have to create a Crunchyroll account and become a "Crunchyroll Member". To become a Crunchyroll Member **you must be at least 16 years of age**. When you register with Crunchyroll and set up your Crunchyroll account, you must provide Crunchyroll with accurate and complete information. You agree to promptly update your Crunchyroll account information with any new information. You authorize Crunchyroll, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your Crunchyroll account information. Our Privacy Policy contains information about our policies and procedures regarding the collection, use and disclosure of information we receive from Crunchyroll Users.

change your username for any reason and may do so at any time.

You are responsible for safeguarding and maintaining the confidentiality of your username, password and corresponding Crunchyroll account information. You agree not to disclose your password to anyone. You agree that you are entirely and solely responsible for any and all activities or actions that occur under your Crunchyroll account, whether or not you have authorized such activities or actions. You agree to immediately notify Crunchyroll of any unauthorized use of your username, password or Crunchyroll account.

Use of the Services are only for your personal, non-commercial use, and not for the use or benefit of any third party. You may not transfer, sell, purchase, barter, or trade your subscription or attempt or offer to do so. Any attempted transfer will be null and void. You may not use your subscription or the Services for any fraudulent purposes.

2. Access to Certain Content: Fees and Billing.

Crunchyroll Members may be able to access and/or purchase Crunchyroll Content (as defined below) through the Site or Services in a few different ways including: (i) Crunchyroll Members can pay a monthly membership fee to view certain Crunchyroll Content for the applicable time period ("Membership Fee"); or (ii) Crunchyroll Members may initially sign-up for a free trial and then convert such free trial to a membership to view Crunchyroll Content via a Membership Fee. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO PRORATED REFUNDS OF ANY FEES UPON ANY TERMINATION OR CANCELLATION. Fees are refundable in Crunchyroll's sole discretion. You agree to immediately pay any amounts accrued, but remaining unpaid, as of termination (if any). You hereby authorize Crunchyroll to collect fees by charging the credit card you provide to us as part of your Crunchyroll account information, either directly or indirectly via a third party online payment service, such as PayPal ("Payment Method").

Your access to Crunchyroll Content may start with a free trial. The free trial period of your membership lasts for seven (7) days, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Free trials are for new and certain former members only. Crunchyroll reserves the right, in its absolute discretion, to determine your free trial eligibility.

We will begin billing your Payment Method for monthly Membership Fee at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including the monthly Membership Fee, visit the Site and click on the "Your Account" link available at the top of the pages of the Site. You will not receive a notice from us that your free trial period has ended or that the paying

By starting your Crunchyroll membership and providing or designating a Payment Method, you authorize us to charge you a monthly Membership Fee at the then current rate, and any other charges you may incur in connection with your use of the Service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a channel or bundle, and you authorize us to charge your Payment Method for such varying amounts, which will be billed monthly in one or more charges.

We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect in accordance with the time frame outlined in the email notice to you.

The Membership Fee for the Service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Crunchyroll membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your membership. As used in these Terms of Use, "bill" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method.

You may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Site. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

You may cancel your Crunchyroll membership at any time, and you will continue to have access to the Site and/or Services through the end of your monthly billing period. If you cancel

agree to the Crunchyroll Games Terms of Service located [here](#).

3. Proprietary Rights and Licenses.

(a) Definitions. Certain content and materials are made available through the Site and Services, including the following:

"Crunchyroll Content" means, collectively, the text, data, graphics, images, Crunchyroll trademarks and logos and other content (including Licensed Content) made available through the Site and Services, excluding User Submissions.

"Licensed Content" means any content (including any audio or video content) provided to Crunchyroll by its third party content partners (which may include Crunchyroll Content or "download to own" content) made available through the Site and Services.

"User Submissions" means, collectively, the text, data, communications, bulletin board messages, chat, graphics, images, photos, audio or video files and other content and information which Crunchyroll Members post, upload and otherwise submit to the Site or Services.

(b) User Submissions. You retain all rights in your User Submissions. However, by uploading, posting, submitting or otherwise transmitting any User Submissions on or to the Site or Services, you hereby grant to Crunchyroll a non-exclusive, worldwide, royalty-free, sublicensable, perpetual and irrevocable right and license to use, reproduce, modify, distribute, prepare derivative works of, display, publish, perform and transmit your User Submissions in connection with the Services and Crunchyroll's (and its successors) business including, without limitation, for promotion and redistributing part or all of the Services (and derivative works thereof), in any media formats and through any media channels. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to grant the foregoing licenses to Crunchyroll. You acknowledge and agree that your posting of User Submissions will comply with our Copyright and IP Policy as set forth in Section 4 below.

You acknowledge and agree that Crunchyroll may, at its option, reclassify or recategorize any User Submissions and establish limits concerning User Submissions, including, without limitation, the maximum number of days that User Submissions will remain available via the Services or on the Site, the maximum size of any files that may be stored on or uploaded to the Site or Services and the maximum disk space that may be allotted to you for the storage of User Submissions on Crunchyroll's servers. Crunchyroll will have no responsibility or liability

(c) Crunchyroll Content. Crunchyroll and its licensors own all right, title and interest, including all worldwide intellectual property rights in the Site, Services, Crunchyroll Content and any other content made available through the Site or Services contained therein, other than your User Submissions. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, Crunchyroll Content, any other content made available through the Site or Services or related products and services, and except as explicitly described herein, you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Site, Services, Crunchyroll Content or any other content made available through the Site or Services (other than your User Submissions). All rights in Crunchyroll Content are reserved. For the avoidance of doubt with respect to any Crunchyroll Content that you purchase or access via the Site or Service, such content is only made available for personal and non-commercial purposes. The delivery of any Crunchyroll Content to you neither transfers any commercial or promotional use rights in the content to you nor does it constitute a grant or waiver of any rights of the copyright owners in any audio or video content, sound recording, underlying musical composition, or artwork embodied in the content.

(d) Disclaimer. Crunchyroll does not guarantee that any content (including without limitation Crunchyroll Content or User Submissions) will be made available through the Site or Services, continuously or at all. WHILE CRUNCHYROLL IS UNDER NO OBLIGATION TO DO SO, CRUNCHYROLL RESERVES THE RIGHT TO REMOVE AND PERMANENTLY DELETE ANY CONTENT FROM THE SITE OR SERVICES WITHOUT NOTICE, AND FOR ANY REASON CRUNCHYROLL DEEMS SUFFICIENT. Crunchyroll does not have any obligation to monitor the User Submissions that is uploaded, posted, submitted or otherwise transmitted using the Site or Services, for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the User Submissions or anything said, depicted or written by Crunchyroll Members, including, without limitation, any information obtained by using the Site or Services. Crunchyroll does not endorse any User Submissions or any opinion, recommendation or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Crunchyroll with respect thereto.

4. Copyrighted Materials: No Infringing Use.

You will not use the Site or Services to offer, display, distribute, transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property rights of any third party. Crunchyroll has

charged with repeatedly infringing the rights of copyright holders. Please see the Crunchyroll Copyright and IP Policy for further information.

5. Termination or Suspension of the Site or Services & Modification of these Terms of Use.

Crunchyroll reserves the right in its sole discretion, at any time, to modify, discontinue or terminate the Site or Services or to modify or terminate these Terms of Use without advance notice. Modifications to these Terms of Use or any policies will be posted on the Site or made in compliance with any notice requirements set forth in these Terms of Use. If any modification is not acceptable to you, your only recourse is to cease using the Site and Services. By continuing to use the Site or Services after Crunchyroll has posted any modifications on the Site or provided any required notices, you accept and agree to be bound by the modifications.

Without limiting other remedies, Crunchyroll may at any time suspend or terminate your Crunchyroll account and refuse to provide access to the Site or Services. In addition, Crunchyroll may notify authorities or take any actions it deems appropriate, without notice to you, if Crunchyroll suspects or determines, in its own discretion, that you may have or there is a significant risk that you have (i) failed to comply with any provision of these Terms of Use or any policies or rules established by Crunchyroll; or (ii) engaged in actions relating to or in the course of using the Site or Services that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, Crunchyroll Users, Crunchyroll or any other third parties or the Site or Services.

You may terminate your Crunchyroll account at any time and for any reason. Upon any termination by a Crunchyroll Member, the related account will no longer be accessible. After any termination, you understand and acknowledge that we will have no further obligation to provide the Site or Services and all licenses and other rights granted to you by these Terms of Use will immediately cease. Crunchyroll will not be liable to you or any third party for termination of the Site or Services or termination of your use of either. **UPON ANY TERMINATION OR SUSPENSION, ANY CONTENT, MATERIALS OR INFORMATION (INCLUDING USER SUBMISSIONS) THAT YOU HAVE SUBMITTED ON THE SITE OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU.** Furthermore, Crunchyroll will have no obligation to maintain any information stored in our database related to your account or to forward any information to you or any third party. Any suspension, termination or cancellation will not affect your obligations to Crunchyroll under these Terms of Use (including, without limitation, proprietary rights and ownership,

6. Interactions between Crunchyroll Users.

You are solely responsible for your interactions (including any disputes) with other Crunchyroll Users. You understand that Crunchyroll does not in any way screen Crunchyroll Users. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Site and Services and disclosing personal information to other Crunchyroll Users. You agree to take reasonable precautions in all interactions with other Crunchyroll Users, particularly if you decide to meet a Crunchyroll Users offline, or in person. Your use of the Site, Services, Crunchyroll Content and any other content made available through the Site or Services is at your sole risk and discretion and Crunchyroll hereby disclaims any and all liability to you or any third party relating thereto. Crunchyroll reserves the right to contact Crunchyroll Members, in compliance with applicable law, in order to evaluate compliance with the rules and policies in these Terms of Use. You will cooperate fully with Crunchyroll to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting authorized Crunchyroll representatives access to any password-protected portions of your Crunchyroll account.

7. Obligations for Crunchyroll Users.

The Site and Services may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Site and Services. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Site or Services:

Upload, post, submit or otherwise transmit: (i) any User Submissions to which you do not have the lawful right to copy, transmit and display (including any User Submissions that would violate any confidentiality or fiduciary obligations that you might have with respect to the User Submission); (ii) any User Submissions for which you do not have the consent or permission of each identifiable person in the User Submissions to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the User Submission) and such consent or permission is necessary; or (iii) any User Submissions that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);

Upload, post, submit or otherwise transmit any User Submissions that are unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contains objects or symbols of hate, invades the privacy of any third party, contains any pornography, erotica, child

in the opinion of Crunchyroll;

Circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any content;

Use any meta tags or other hidden text or metadata utilizing a Crunchyroll trademark or logo, URL or product name;

Upload, post, submit or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation;

Forge any TCP/IP packet header or any part of the header information or alter source-identifying information when using the Site or Services or in any way use the Site or Services to send altered, deceptive or false source-identifying information, and we reserve the right to block IP addresses or networks deemed to abuse access to the Site or Services;

Upload, post, submit or otherwise transmit any User Submissions that contain software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the Site;

Upload, post, submit or otherwise transmit any User Submissions that include code that is hidden or otherwise surreptitiously contained within the images, audio or video of any User Submissions that is unrelated to the immediate, aesthetic nature of the User Submissions;

Interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available at the Site, servers or networks connected to the Site, Services or the technical delivery systems of Crunchyroll's providers or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;

Attempt to probe, scan or test the vulnerability of any Crunchyroll system or network or breach or impair or circumvent any security or authentication measures protecting the Site or Services;

Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Services;

Attempt to access, search or meta-search the Site with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by Crunchyroll or

to the Site to determine how a website or web page ranks;

Collect or store personal data about other Crunchyroll Users without their express permission;

Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud;

Use the Site or Services in any manner not permitted by these Terms of Use;

or Encourage or instruct any other individual to do any of the foregoing or to violate any term of these Terms of Use.

8. Sweepstakes and Contests.

Crunchyroll may operate sweepstakes, contests and similar promotions (collectively, "Promotions") through the Site. You should carefully review the rules (e.g., the "Official Rules") of each Promotion in which you participate through the Site, as they may contain additional important information about Crunchyroll's rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotion. To the extent that the terms and conditions of such Official Rules conflict with these Terms of Use, the terms and conditions of such Official Rules will control.

9. Ratings and Comments & Feedback.

(a) Comments. You can rate and make comments about content made available through the Site or Services ("Comments"). Crunchyroll advises you to exercise caution and good judgment when leaving such Comments. Once you complete and submit your Comments to the Site or Services you will not be able to go back and edit your Comments. You should also be aware that you could be held legally responsible for damages to someone's reputation if your Comments are deemed to be defamatory. Crunchyroll may, but is under no obligation to, monitor or censor Comments and disclaims any and all liability relating thereto. Notwithstanding the foregoing, Crunchyroll does reserve the right, in its sole discretion, to remove any Comments that it deems to be improper, inappropriate or inconsistent with the online activities that are permitted under these Terms of Use.

(b) Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("Feedback"). You may submit Feedback by emailing us at feedback@crunchyroll.com or through the "Help" section of the Site. You acknowledge and agree that all Comments and all Feedback will be the sole and exclusive property of Crunchyroll and you hereby assign and agree to assign all rights, title and

10. Indemnification.

You agree to defend, indemnify and hold Crunchyroll and its affiliates, subsidiaries and distribution partners and their respective officers, directors, employees and/or agents harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to or use of the Site, Services, Crunchyroll Content or User Submissions; (ii) your violation of these Terms of Use; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any claim that any content you posted to the Site or via the Services (including without limitation your User Submissions) caused damage to a third party, including without limitation claims that your User Submissions are infringing. As to (i), (iii) and (iv) in this Section 10, your obligation to indemnify Crunchyroll applies to your activities on the Site at any time.

11. Disclaimer.

THE SITE, SERVICES, CRUNCHYROLL CONTENT AND ANY OTHER CONTENT MADE AVAILABLE THROUGH THE SITE OR SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. CRUNCHYROLL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, SERVICES, CRUNCHYROLL CONTENT AND ANY OTHER CONTENT MADE AVAILABLE THROUGH THE SITE OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF QUALITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN ADDITION, CRUNCHYROLL MAKES NO REPRESENTATION OR WARRANTY THAT THE SITE, SERVICES, CRUNCHYROLL CONTENT OR ANY OTHER CONTENT MADE AVAILABLE THROUGH THE SITE OR SERVICES WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL CRUNCHYROLL OR ITS AFFILIATES, SUBSIDIARIES, PARTNERS OR LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SITE, SERVICES, CRUNCHYROLL CONTENT AND ANY OTHER CONTENT MADE AVAILABLE THROUGH THE SITE OR SERVICES INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGES RESULTING FROM

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CRUNCHYROLL'S AGGREGATE LIABILITY TO YOU ARISING WITH RESPECT TO THESE TERMS OF USE WILL NOT EXCEED \$50. CRUNCHYROLL WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATING TO THE SITE, SERVICES OR THE SCHEDULED OR UNSCHEDULED SERVICE INTERRUPTIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

13. Governing Law and Forum.

These Terms of Use will be governed by and interpreted in accordance with the laws of the State of New York without regard to conflict of law principles. Subject to the Dispute Resolution: Arbitration Agreement and Class Action Waiver section below, other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms that is not brought in arbitration will be brought exclusively in the federal or state courts located in New York, New York, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

14. Dispute Resolution: Arbitration Agreement and Class Action Waiver.

As detailed in this Dispute Resolution: Arbitration Agreement and Class Action Waiver section ("Dispute Resolution Section" or "Section 14"), all disputes arising out of, relating to, or in connection with these Terms of Use or your use of the Site and/or Services ("Disputes") must be resolved first through an informal dispute resolution process. In the event informal resolution fails, these Terms of Use further mandate that all Disputes (except those identified in Section 14(e), Exceptions to Arbitration) be formally resolved through binding arbitration.

a. Informal Dispute Resolution

Unless otherwise noted in this Section 14, you and Crunchyroll agree that if any Dispute arises between us, both parties will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. A failure by either party to engage in informal dispute resolution as described below may result, in the discretion of the arbitrator, in an award of fees against the non-complying party.

that you initiate, you agree to send to Crunchyroll at legal@crunchyroll.com (a) a written description of the Dispute and (b) the email address(es) associated with your relationship with Crunchyroll. The Notice of Dispute must be on an individual basis and also provide, at minimum, the following information: your name; a description of the nature or basis of the claim or Dispute with sufficient detail for Crunchyroll to assess its merits; and the specific relief sought. For any Dispute that Crunchyroll initiates, we will send our Notice of Dispute to the email address associated with your use of the Services provided we can reasonably identify such an address.

You and Crunchyroll agree, following receipt of the Notice of Dispute, to negotiate in good faith about the Dispute through an informal telephonic dispute resolution conference. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference, unless one party states in writing that the other party need not participate.

If the Dispute is not fully resolved within sixty (60) days after the non-initiating party receives the Notice of Dispute, you and Crunchyroll agree to resolve any remaining aspects of the Dispute through the additional dispute resolution provisions set forth below.

A good faith engagement in informal dispute resolution, including each party's participation in the informal telephonic dispute resolution conference, shall be and is a prerequisite and condition precedent to either party initiating a lawsuit or arbitration. The parties agree that any applicable statute of limitations period and filing fees or other deadlines will be tolled while the parties engage in informal dispute resolution. The parties further agree that whether a complaining party has satisfied these Initial Dispute Resolution procedures, including whether a Notice of Dispute contained all required information, is an issue that can be decided by a court as a prerequisite to arbitration.

Nothing in this paragraph is intended to prohibit the parties from engaging directly in informal communications to resolve the initiating party's claims before, during, or after the sending of a Notice of Dispute.

b. Arbitration Agreement

After the parties have engaged in a good-faith effort to resolve the dispute in accordance with the Initial Dispute Resolution Section, and only if those efforts fail, then either party may

arbitration, subject to the requirements described in this section, you or Crunchyroll must file a demand for arbitration with National Arbitration and Mediation (“NAM”). After filing a copy of the demand with NAM, you must also email a copy to legal@crunchyroll.com. Merely emailing a demand to Crunchyroll will not commence an arbitration proceeding. If Crunchyroll is initiating arbitration, it will serve a copy of the demand to the email address associated with your Crunchyroll account. You and Crunchyroll agree that all Disputes shall be resolved exclusively through binding arbitration in accordance with this Section 14 (the “Arbitration Agreement”). This includes claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement (or any prior agreement) as well as claims that may arise after the termination of this Arbitration Agreement. This Arbitration Agreement is governed by the Federal Arbitration Act (“FAA”) in all respects and evidences a transaction involving interstate commerce. You and Crunchyroll expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Arbitration Agreement.

Except as set forth in Section 14(e), the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Terms of Use and the Arbitration Agreement, including, but not limited to any claim that all or any part of these Terms of Use or the Arbitration Agreement are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator 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 the arbitration provider 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 bad faith failure to comply with this Section.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND CRUNCHYROLL BY AGREEING TO THIS ARBITRATION PROCEDURE ARE EACH IN EFFECT WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Except as otherwise set forth herein, if any provision of this Arbitration Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

arbitration, such arbitration will take place in the County where you reside, or if no NAM arbitrator is available in that County, then at the closest NAM arbitration location available in the state. Where Crunchyroll initiates arbitration, and for residents in Canada (and anywhere else outside the United States), arbitration shall be initiated in the County of New York, State of New York, United States of America, unless you and Crunchyroll otherwise agree or unless the designated arbitrator determines, based on a written objection, that such venue would be unreasonably burdensome to any party, in which case the arbitrator shall have the discretion to select another venue despite either party's initial selection. For any arbitration conducted in New York, You and Crunchyroll agree to submit to the personal jurisdiction of any federal or state court in New York County, New York, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defenses otherwise available. The parties agree that arbitration may take place exclusively by video, where such arrangements are acceptable to the appointed arbitrator.

d. Class Action Waiver

You and Crunchyroll acknowledge and agree that, to the maximum extent allowed by law, and except as otherwise set out in this section 14(d) and section 14(f) below relating to batching, any arbitration shall be conducted in an individual capacity only and not as a class or other representative action, and the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to resolve an individual party's claim; notwithstanding this acknowledgement and agreement, you agree that any arbitration involving you may proceed on a consolidated basis, but that it may do so only if Crunchyroll provides its consent to consolidate in writing.

With the exception of this Section 14(d) and Section 14(f)'s Batch Arbitration provision, if any part of this Arbitration Agreement is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the arbitration provider's rules, then the balance of this Arbitration Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision(s) were not contained herein. If, however, this Section 14(d) or Section 14(f)'s Batch Arbitration provision is found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor Crunchyroll shall be entitled to arbitrate their Dispute. Nothing in this Section prevents you or Crunchyroll from agreeing to participate in a class-wide settlement of claims.

e. Exceptions to Arbitration

(intellectual property rights means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also elect to have disputes or claims resolved in a small claims court that are within the scope of that court's jurisdiction regardless of what forum the filing party initially chose. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. If a party has already submitted an arbitration demand, the other party may, in its sole discretion, inform the arbitral forum that it chooses to have the Dispute heard in small claims court. At that time, the arbitral forum will close the arbitration and the Dispute will be heard in the appropriate small claims court.

Either party may elect to have disputes regarding whether a complaining party has satisfied the Initial Dispute Resolution procedures set forth in Section 14(a) resolved by a court as a precursor to arbitration. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

f. Arbitration Rules

The arbitration will be administered by NAM and conducted before a sole arbitrator in accordance with the rules of NAM, 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. The applicable NAM rules and procedures are available at www.namadr.com or by emailing National Arbitration and Mediation's Commercial Dept at commercial@namadr.com.

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.

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 Crunchyroll 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

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 if they are likely 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 Crunchyroll (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).

To increase the efficiency of administration and resolution of arbitrations, in the event 100 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 Crunchyroll ("Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands 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 designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by NAM in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be processed, or adjudicated until the prior batch of 100 is processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by Crunchyroll and the claimants, 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; and (vi) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. You agree to cooperate in good faith with Crunchyroll 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

arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this Section 14(f) (“Batch Arbitration”). 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 is settled.

The parties agree that this Batch Arbitration provision is integral to the Arbitration Agreement insofar as it applies to a Mass Filing. If the Batch Arbitration provision in this Section 14(f) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor Crunchyroll shall be entitled to arbitrate any claim that is a part of the 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 Crunchyroll 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, Crunchyroll, 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 Crunchyroll 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 Crunchyroll 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 opt out of Section 14(d), “Class Action Waiver.” 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.

g. Arbitration Award

If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Crunchyroll 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

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 Section 14(f) provided that such modification does not increase the costs to you, and you further agree that you 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.

i. 30-Day Right to Opt Out

You may opt-out and not be bound by the Arbitration Agreement and Class Action Waiver. To do so, you must notify Crunchyroll in writing no later than thirty (30) days of your acceptance of any update to these Terms of Use or your first use of the Service, whichever is later. Your notice must include your name and address, and the email address you used to set up your Crunchyroll account (if you have one), and an unequivocal statement that you want to opt-out of this arbitration agreement. You must send your opt-out notice to one of the following physical or email addresses: Crunchyroll, LLC., ATTN: Arbitration Opt-out, 444 Bush Street, San Francisco, CA 94108; legal@crunchyroll.com. If you do not opt out, you shall be bound to arbitrate disputes in accordance with the terms of the Arbitration Agreement and Class Action Waiver. If you opt out of the Arbitration Agreement or Class Action Waiver, you or we may exercise your or our 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 this Arbitration Agreement will not apply to claims not yet filed. Crunchyroll will continue to honor any valid opt outs if you opted out of arbitration in a prior version of the Arbitration Agreement pursuant to the requirements set forth in that version. If you opt-out of the Arbitration Agreement or Class Action Waiver, Crunchyroll also will not be bound by them.

Absent opt out, this Section 14 will survive the termination of your relationship with Crunchyroll.

j. Changes to this Section

We will provide thirty (30) days' notice of any material changes to the Dispute Resolution Section by posting a notice on the Services, informing you via email, or otherwise complying with any applicable notice or consent requirements. Material amendments will become effective on the 30th day following notice to you and will apply to all claims not yet filed unless you follow any opt-out procedure provided in the amended terms.

Crunchyroll will not be liable to you by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, failure of the internet or extraordinary connectivity issues experienced by major telecommunications providers and unrelated to Crunchyroll infrastructure or connectivity to the internet or failure at an Crunchyroll co-location facility (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, Crunchyroll will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues, and for such further period of time that Crunchyroll may reasonably require to recover from the effects of such Force Majeure Event.

16. Relationship of the Parties.

Notwithstanding any provision hereof, for all purposes of these Terms of Use each party will be independent and act independently and not as a contractor, partner, joint venturer, agent, employee or employer of the other and will not bind nor attempt to bind the other to any contract.

17. Notice; Consent to Electronic Notice.

You consent to the use of (a) electronic means to complete these Terms of Use and to deliver any notices pursuant to these Terms of Use and (b) electronic records to store information related to these Terms of Use or your use of the Site or Services. Any notice or other communication to be given hereunder will be in writing and given (x) by Crunchyroll via email (in each case to the address that you provide), (y) a posting on the Site or (z) by you via email to legal@crunchyroll.com or to such other addresses as Crunchyroll may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

18. Links to other Websites.

The Site or Services may provide links to websites other than Crunchyroll.com. Such links are provided for reference only, and Crunchyroll neither controls such websites nor endorses any of the material on any such websites or any association with their operators. Crunchyroll is not responsible for the activities or such sites, and has no liability to you for any harms, injuries or losses you might suffer as a result of using or accessing such websites.

19. Miscellaneous.

remaining provisions will remain in full force and effect to the maximum extent permitted by law. The failure of a party to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. You may not assign or transfer these Terms of Use (by operation of law or otherwise) without the prior written consent of Crunchyroll and any prohibited assignment will be null and void. Crunchyroll may assign these Terms of Use or any rights hereunder without your consent. You agree that these Terms of Use and the rules, restrictions and policies contained herein, and Crunchyroll's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and Crunchyroll. These Terms of Use together with the rules and policies of Crunchyroll incorporated herein by reference constitute the entire agreement between Crunchyroll and you with respect to the subject matter of these Terms of Use.

20. No Unsolicited Submissions.

As a general practice, Crunchyroll, LLC. does not accept unsolicited material that is not represented by a reputable agent, agency, manager, producer, production company or studio. Any unsolicited creative ideas, suggestions or materials of any kind, including for new or improved products, names, promotions, advertisements, marketing, processes pitches, outlines, scripts, treatments, artwork, designs, visual materials, etc. will be discarded and will not be read. The purpose of this policy is to avoid any potential misunderstandings if your original work seems similar to Crunchyroll content since many works and submissions are based on the same or similar ideas. Please note, if you choose to disregard this policy and submit materials regardless, you acknowledge that you have read the Crunchyroll submission policy and understand that by making such a submission, you understand that Crunchyroll has no obligation to you or your submission and that you have no claim whatsoever based on such submission.

21. Questions.

If you have questions about these Terms of Use or would like to request a copy of these Terms of Use or any other records relating to these Terms of Use or your use of the Site and Services, please contact Crunchyroll at feedback@crunchyroll.com or by sending a written request to Crunchyroll, LLC. at 444 Bush Street, San Francisco, CA 94108, Phone: (415) 796-3560.

22. Copyright Infringement Notification.

[Crunchyroll.com](https://www.crunchyroll.com) respects all copyright and license owners and adheres to the Digital Millennium Copyright Act.

If you have questions about these Terms of Use or would like to request a copy of these Terms of Use or any other records relating to these Terms of Use or your use of the Site and Services, please contact Crunchyroll at feedback@crunchyroll.com or by sending a written request to Crunchyroll, LLC. at 444 Bush Street, San Francisco, CA 94108, Phone: (415) 796-3560.

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
Providing URLs in the body of an email is the best way to help us locate content quickly.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints

[Crunchyroll.com](https://www.crunchyroll.com)

Email: copyright@crunchyroll.com

Fax: 415.796.3561

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

23. Counter-Notification

legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements).

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints

[Crunchyroll.com](https://www.crunchyroll.com)

Email: copyright@crunchyroll.com

Fax: 415.796.3561

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.

