

Terms of Service

These Terms of Service govern the use of Reelbox (here after referred as “Reelbox,” “us,” “we,” or “our”) service as described below (the “Reelbox Service”). To agree to these Terms of Service, click “I agree” [below].

Changes to Terms of Service

Reelbox reserves the right, from time to time, with or without notice to you, to change these Terms of Service in its sole and absolute discretion. The most current version of the Terms of Service will supersede all previous versions. The most current version of these Terms of Service can be accessed by clicking on the “Terms of Service” link located at the bottom of the Website. You should periodically visit the Terms of Service page on the Website so you are aware of the terms and conditions that apply to your use of the Reelbox Service and the Website. Your continued use of the Reelbox Service and the Website will represent your acceptance of the most current Terms of Service.

Dongle Usage

Reelbox Movie Streaming Dongle (MSD) is a property of Reelbox and the consumer is expected to handle it as per guidelines. Users who have subscribed to MSD on a rental plan are required to return the MSD in good condition when cancelling the plan. If the device is not returned and not in good condition or tampered, a device fee of \$49.99 will be charged to the credit card on file. However if the device is broken unintentionally or not functioning, a free replacement is available within the first year. If there is no ‘Dongle Activity’ on the MSD for a period of one month, a rental fee of \$4.99 will be charged. This applies for every calendar month with no activity. ‘Dongle Activity’ is defined as the user starting to watch a title using MSD on TV.

Description of Reelbox Service

The Reelbox Service is provided by Reelbox. Reelbox Service is an Internet-based home entertainment service that provides access to a library of movies, stage plays, documentaries, art films, television shows, children films and/or other episodic content (“Content”) to your television through the proprietary internet-connected device manufactured by Reelbox or a third party who is licensed to incorporate the Reelbox Service into its device(s) (collectively, the “Reelbox Devices” or ReeBox MSD or HDMI Stick). Please direct all questions regarding the Reelbox Service to support@reelbox.tv

Reelbox reserves the right in its sole and absolute discretion to change how it operates the Reelbox Service and the Website. You should not consider any description of how the Reelbox Service works to be a representation or obligation with respect to how the Reelbox Service will work in the future.

Activating the Reelbox Service

In order to access and use the Reelbox Service, you must open an online account (“Reelbox Account”). During online setup of your Reelbox Account, these Terms of Service will be provided electronically. You can access a [printable/downloadable](#) version of these Terms of Service before selecting “I Agree” by visiting <http://reelbox.tv/terms-of-service>.

Reelbox Device

Reelbox device or dongle is an HDMI stick that plugs into the HDMI port of your TV and powered by USB port and controlled by an IR remote. It has a built-in Wi-Fi transmitter/receiver through which video content is streamed to your TV. A Wi-Fi router and a healthy high speed internet connection (bandwidth of 5 Mbps and higher) are must for the device to operate.

Reelbox Service Minimum Consumer Requirements

A Reelbox account and compatible Reelbox consumer device that is connected to the internet via your home Wi-Fi network and is successfully activated with the consumer activation PIN. To receive buffer free high quality streaming service, the internet connection shall at least have download speed of 5 Mbps. You will be responsible for all costs associated with procuring and maintaining the internet connectivity via home Wi-Fi and Reelbox device(s) necessary to access and use the Reelbox service, including but not limited to any internet connectivity, data transmission or airtime fees charged by internet service providers or mobile phone carriers while accessing the Reelbox service or content.

Content Pay-per-View fees

Currently, you can watch Content through the Reelbox Service after paying a Pay-per-View fee. When you purchase Pay-per-View for each Content, you will be granted a non-exclusive, non-transferable limited license to access, use in accordance with any additional terms that may be provided with your Reelbox Device, and view the Content within the applicable exhibition period. The license expires one year from the time of purchase.

Money-back Guarantee for Reelbox Device

Reelbox offers a 30-day return and money-back guarantee for the Reelbox Device from the date of purchase. You can write to support@reelbox.tv and indicate your intention to return the device in the original package along with the delivery or purchase receipt. Once we receive your complete and undamaged returned Reelbox device, we will issue a refund. Purchases made by credit card will be refunded through a credit to your credit card (which may take up to 3 weeks), while purchases made by cash or check will be refunded by check (which may take up to 7 weeks). However the money-back guarantee is invalid should there be any external or internal physical damages or corrupt software due to improper handling or usage by the consumer. We reserve the right to reject any returns unless goods are returned to us in its original packaging and complete accessories. Returns of products that have been dropped/ damaged/ modified/ tampered/ manufacturer labels removed will not be accepted. Goods that have already been

opened are subject to our testing and approval and may require additional time to process. Reelbox shall make an assessment of the device and confirm if the consumer is eligible for the refund of the original price paid for the Reelbox device.

Exhibition Period

Exhibition periods for Content will vary depending on the type of content and also if there are any special promotional offers offered to select consumers. Consumers shall be informed about the duration of the Exhibition period for each Content product at the time of purchase of the Pay-per-View access.

Reelbox's authority to provide Content to you is subject to restrictions imposed by the movie studios and other distributors that make Content available to Reelbox ("Content Providers"). These Content Providers may designate limited periods of time when Reelbox is prohibited from selling Pay-per-View access and/or streaming certain Content to you, including Content that you have previously purchased. You will be able to again rent, purchase and/or view such Content at the conclusion of these restricted periods.

If you have questions concerning the availability of Content that you have ordered, please contact Reelbox at support@reelbox.tv.

Billing

Reelbox, established and operates out of Chennai having its address at 7th Floor, KG 360°- IT Business Park, Dr. MGR Salai, Perungudi, Chennai - 600096, Tamil Nadu, India and receives billing service from Reelbox Media Inc. established and operates out of Oregon having its address at No: 499 NE Caden Ave, Hillsboro, Oregon 97124.

By using the Reelbox Service, you are expressly agreeing that Reelbox is authorized to charge you any applicable rental, subscription or purchase fees or taxes and any other charges you may incur in connection with your use of the Reelbox Service to the payment mode you provided during registration (or to a different payment mode if you change your account information). The fees and charges for selected Content, applicable taxes and any other fees incurred will automatically be charged to your Reelbox Account. Fees are payable only in U.S. dollars or Indian Rupees. Reelbox may change the fees and charges in effect or add new fees and charges from time to time. There may be a temporary disruption of your access to the Reelbox Service until Reelbox can verify the validity of any new credit or debit card information or information about other payment modes used by you.

Cancellation and Refunds

You may cancel your Reelbox Account at any time by following the procedures outlined at <http://www.reelbox.tv/faq.html>. Any remaining balance in your Reelbox Account will be refunded at that time. Pre-charge value will not be refunded. Dongle should be returned in working condition. Any charges and fees paid for Content are non-refundable. Any reward points you may have accrued are non-refundable.

Content purchased on Reelbox is non-transferable post account cancellation and will be deleted from your Reelbox Device(s) and your Reelbox Account upon cancellation of your Reelbox Account. However, before closure of the account, you may gift the content to your fellow Reelbox account holder. Cancellation of your Reelbox Account will also terminate your access to Content that you have purchased and/or rented.

You can re-activate your Reelbox Account by sending a request to support@reelbox.tv. Reactivation charges as decided by Reelbox shall be applicable and they will be deducted from the Reelbox added to your Reelbox Account.

Content Restrictions

You understand and agree that the Content is licensed by Reelbox from Content Providers. Copyrights in the Content are owned by the Content Providers and protected by the copyright laws of the India, as well as other intellectual property laws and treaties that are relevant and applicable in India. Except as expressly provided herein, no right, title or interest in the Content is transferred to you. All Content is licensed, not sold, transferred or assigned to you. You have a limited right in the Content for personal, non-commercial use only on Reelbox Devices. You may not edit, modify, copy, distribute, transmit, download, display, perform, reproduce, publish, license, translate, create derivative works from, transfer, alter, adapt, sell, rent, lease or sublicense any Content, or facilitate any of the foregoing. Without limiting the generality of the foregoing, you may not (i) show any Content to any public audience or view it in a public location; (ii) duplicate, reproduce, transfer, record or create copies of Content or any portion thereof (including, without limitation, by “burning,” P2P file-sharing, posting, uploading or downloading) onto any physical medium, memory or device, including without limitation, CDs, DVDs, VCDs, portable media devices, computers or other hardware or any other medium now known or hereinafter devised. You may not attempt to circumvent, avoid, bypass, remove, deactivate, impair or otherwise defeat any encryption, rights signaling or copy protection technology in which the Content is wrapped or otherwise associated. You may not decompile copy, reproduce, reverse engineer, disassemble or otherwise reduce the computer file in which the Content is stored to a human-readable format. Any unauthorized copying or other activities that infringe upon the intellectual property rights of the Content Providers/owners of the Content is prohibited, and you expressly agree to the automatic termination of the Reelbox Service if you engage in any infringing activities. Upon any such termination, the Content will be deleted from your Reelbox Device(s).

Except as specifically granted herein, all rights to the Content are reserved by the owner of such Content.

Content Selection & Quality

We will determine the selection, availability and quality of all content provided on the Reelbox Service. The selection, quality and availability of the Content offered can/may be unique to each Reelbox Account and Reelbox Device. Reelbox uses its proprietary video compression algorithms to stream the highest digital quality content using the lowest possible bandwidth and latency, offering an unmatched viewing and entertainment experience to the consumers. Reelbox

has the authority to decide which content is applicable to certain types of Reelbox Devices based on compatibility of content, rights allowed by the Content Provider etc. Not all Content on the Reelbox Service is available at all times to all users. Not all Content is appropriate for all consumers. If you are a parent, it is your responsibility to monitor the Content selections and viewing habits of your children. You can set certain parental controls in your account profile that allow you to control the availability of and/or access to certain Content.

Reelbox Community & Your Personal Information

Reelbox offers you several ways to share your Reelbox experience with others and interact with other members of the Reelbox community through the Website and/or a Reelbox Device (the “Reelbox Community”). Because the features of the Reelbox Community are always changing and improving, the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in Reelbox's Terms of Service. The Reelbox Community is designed for you to share information with others.

THEREFORE, BY USING THE REELBOX COMMUNITY FEATURE AND ALL RELATED FEATURES, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF INFORMATION ABOUT YOU TO OTHER MEMBERS OF THE REELBOX COMMUNITY THAT YOU HAVE CHOSEN TO SHARE ON YOUR ACCOUNT.

Use of the Reelbox Community feature is for your personal, non-commercial use and is at your own option and risk. Reelbox Community contains several different elements (e.g., blog, forum, etc.), each with its own degree of associated information sharing and features. These elements may change without notice to you, and the degrees of associated information sharing and functionality may also change without notice.

Censor Ratings & Rules

Reelbox uses the censor ratings issued to Content by Indian Censor Board. Consumers are responsible to use their discretion and follow the Content ratings when allowing children to watch content on Reelbox.

While Reelbox does distribute Content that may be watched by children, if you are under the age of 18, you may access and use the Reelbox Service only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Service. Reelbox is relying on your representation that you are at least 18 years of age. Reelbox would not allow you to enter these Terms of Service and would not allow you to access the Reelbox Service but for your representation that you are at least 18 years of age. Reelbox does not intentionally or knowingly collect personal information about children under the age of 13. If you are a parent or legal guardian entering into to these Terms of Service for the benefit of a child under the age of 18, be advised that you are fully responsible for his or her use of the Reelbox Service, including all financial charges and legal liability that he or she may incur. You are responsible for the viewing selections of your children, and Reelbox shall have no liability whatsoever if your child, through mistake or otherwise, views Content that may be deemed objectionable to you or your child. If

you do not agree to (or cannot comply with) any of these terms and conditions, do not use the Reelbox Service.

The Reelbox Service includes a parental control feature that lets you restrict access to certain Content based on the rating system of the Indian Censor Board. You can access Parental controls in your account profile.

Customer Privacy

Reelbox collects and maintains personally identifiable information concerning our customers. This information includes, but is not limited to, billing records, maintenance and repair records, marketing information and customer feedback. Reelbox maintains a privacy policy that may be accessed through our Website at <http://www.reelbox.tv/privacypolicy.html>. We reserve the right to make changes to the privacy policy at any time and for any reason.

Your Submissions

If you send us any submissions (e.g., e-mails, letters, postings to chat rooms, boards or contests), feedback, creative suggestions, ideas, notes, drawings, concepts or other information through the Reelbox Service, your Reelbox Account or any social media account Reelbox may maintain from time to time (e.g., Twitter, Facebook, etc.) (Collectively, "Submissions"), they will be deemed to be our property and we will not be liable for any use or disclosure of such Submissions. Without limitation of the foregoing, we shall exclusively own all now-known or hereafter existing rights to any and all Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. The content of any Submissions must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or objectionable and may not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam." You may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of the Submissions. We reserve the right (but not the obligation) to remove or edit any Submissions, but we do not regularly review posted Submissions.

Account Access

You are solely responsible for the activity on your Reelbox Account, including, but not limited to, any and all purchases made from your Reelbox Account, maintaining the confidentiality of your Reelbox Account password and restricting access to your Reelbox Device(s). You acknowledge and agree that you assume full responsibility for the conduct of those to whom you disclose your account information or password. If you use a public or shared computer or unprotected mobile device, you should always log out at the end of each visit to the Reelbox Website. As an additional security measure, the parental controls in your account management profile allow you to restrict purchasing through your Reelbox Account by requiring that a passcode be entered prior to finalizing any purchase. If you believe that you may be victim of identity theft involving your Reelbox Account, you should notify customer service and report

any information about this instance to your card issuers and local law enforcement. Reelbox reserves the right to place any account on hold at any time with or without notification to you in order to protect itself and its partners from what it believes to be fraudulent activity. Reelbox is not obligated to credit or discount a membership for holds placed on the account by either a representative of Reelbox or by the automated processes of Reelbox. All these are applicable to when you access Reelbox Facebook pages and Reelbox YouTube channels.

Termination by Reelbox

We reserve the right to terminate your Reelbox Account and/or your use and access to the Reelbox Service at any time if there is any pending injunction from Federal Government of North America or India. If your Reelbox Service is terminated, your credit card will be refunded with balance that remains in your Reelbox Account. We have no obligation to refund fees paid for Reelbox Devices or any Reward Points, monetary or otherwise, you may have accrued as Reelbox.

Operational Limits/Force Majeure

The provision of the Reelbox Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Reelbox Service, including Reelbox's ability to stream Pay-per-View content you have purchased to you, may occur as normal events in the provision of the Reelbox Service and that Reelbox is not liable for such interruptions. You further understand and agree that Reelbox is not liable for any failure of performance due to any cause beyond its reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action or request by any government, civil or military authority, suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment such as DSL broadband router, home Wi-Fi device, TV and Audio speakers/devices etc.

Additional Restrictions

You agree to configure Reelbox Devices only in accordance with the Reelbox recommended procedure and settings. You will not, and will not allow anyone else to, open, tamper with or reverse engineer, decompile or disassemble your Reelbox Device(s) (or any software contained within) or make any modifications, additions, attachments or alterations to the Reelbox Device(s) (or any software contained within). Additionally, you agree not to, or attempt to, disclose or circumvent any security measures utilized as part of the Reelbox Service or Reelbox Device(s) (or the software contained within). You understand and acknowledge that the Reelbox Service and Reelbox Devices incorporate and utilize propriety technologies, materials and Content of Reelbox, the Content Providers and other third-party licensors that are protected by copyright, patent, trade secret and other laws and that any use or disclosure of the Reelbox Service, Content or Reelbox Devices (or the software within) contrary to these Terms of Service or any copying of the materials and/or Content residing in the Reelbox Devices will result in substantial damages to us or our licensors and subject you to civil liabilities and/or criminal penalties.

User Behavior

By accessing the Reelbox Website, you agree to use the Reelbox Service, features and functionalities associated therewith, the Website and its content in accordance with all applicable laws, rules and regulations. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any Submissions and/or other material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Reelbox Website. You also agree not to interfere with the servers or networks connected to the Reelbox Website or the Reelbox Service or to violate any of the procedures, policies or regulations of networks connected to the Reelbox Website or Reelbox Service. You also agree not to impersonate any other person while using the Reelbox Website, Reelbox Community and related features and that you will not conduct yourself in a vulgar or offensive manner while using the Reelbox Service, Website or Reelbox Community. This Conduct is also expected and applicable when you use the Reelbox Facebook pages, Reelbox YouTube channel and other web based resources offered by Reelbox.

Reelbox grants you permission to use the Reelbox Service subject to all of the terms and conditions.

As a condition of use, you agree not to use the Reelbox Service for any purpose that is unlawful. You agree to abide by all applicable local, state, national and international laws and regulations, including, without limitation, all intellectual property laws (such as U.S. copyright laws). Any unauthorized use of the Reelbox Service is expressly prohibited. Following actions are strictly prohibited.

- Infringement of any patents, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; or
- Threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, pornographic or obscene, or promotes hate or incites violence; or
- Misrepresenting the source, identity or content of information transmitted via the Reelbox Service; or
- Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming") or a chain letter, a pyramid scheme, petitions for signatures, charity requests or any other similar solicitation; or
- Injecting/uploading software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of Reelbox or any third party; or
- Impersonating, or falsely indicating an affiliation with, any person or entity, including, without limitation, any employee or representative of Reelbox or access the Reelbox accounts of others without permission; or
- Constitutes an offer, for sale or otherwise, of any firearms, explosives, weapons, tobacco products, controlled substances, pharmaceuticals, counterfeit or stolen articles, registered

- or unregistered securities, or any items that would cause Reelbox to violate any applicable law or regulation;
- Collecting or attempting to collect personal information about users without their consent or constitutes a solicitation, for commercial purposes, any users of the Reelbox Service with respect to their Video Content.

Content Rights Management Process

If you are a copyright owner or an agent thereof and believe that any Content, user submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Indian Copyright Act 1957 and the subsequent “The Copyright (Amendment) Bill, 2012” by providing our Copyright Agent with the following information in writing.

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- 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 us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
- A statement that you have 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; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated Copyright Agent to receive notifications of claimed infringement is: Copyright Agent, Reelbox, Media Entertainment Private Limited. Reelbox, Reelbox 7-B, KG360 IT Business Park, 232/1, Dr.MGR Salai, Perungudi, Chennai 600096, Tamilnadu, India. ; e-mail to: legal@reelbox.tv. For clarity, only copyright infringement notices should go to the Copyright Agent; any other feedback, comments, requests for technical support and other communications should be directed to Reelbox Customer Care at support@reelbox.tv. You acknowledge that if you fail to comply with all of the requirements of this Section, your Copyright infringement notice may not be valid.

If you believe that content or a Submission of yours that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner or the copyright owner’s agent, or pursuant to the law, to post and use such content or Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

- A statement that you have a good-faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
- Your name, address, telephone number and e-mail address, a statement that you consent to the jurisdiction of the Chennai High Court in India and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that the removed content may be replaced or no longer disabled in 10 business days.

Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter notice, at our sole discretion.

Links to Third Party Websites

The Reelbox Website may contain links to third-party sites which are not under our control, and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply that we endorse or accept any responsibility for the content on such third-party site.

Newsletter Subscription

"All registered users will be subscribed to Reelbox newsletter. You can unsubscribe any time by clicking on the unsubscribe link at the bottom of the email or by visiting <http://reelbox.tv/unsubscribe>."

Warranty Disclaimer; Limitation of Damages and Liability

THE REELBOX'S DEVICES, REELBOX SERVICE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NEITHER REELBOX NOR THE CONTENT PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE REELBOX DEVICES, REELBOX SERVICE OR CONTENT MADE AVAILABLE THROUGH THE REELBOX SERVICE OR THAT THE REELBOX DEVICES, REELBOX CONTENT OR REELBOX SERVICE WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, ERROR-FREE OR FREE FROM VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND REELBOX AND CONTENT PROVIDERS DISCLAIM ANY LIABILITY RELATING THERETO. NEITHER WE NOR THE CONTENT PROVIDERS ASSUME ANY LIABILITY FOR ERRORS OR OMISSIONS IN THE REELBOX DEVICES, REELBOX SERVICE, CONTENT OR CONTENT OF THE REELBOX WEB SITE OR ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE REELBOX DEVICES, REELBOX SERVICE, CONTENT OR REELBOX WEBSITE. YOU AGREE THAT REELBOX MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE REELBOX SERVICE, REELBOX COMMUNITY AND

REELBOXCOMMUNITY FEATURES OR ANY OTHER ASPECTS OF THE REELBOX SERVICE AT ANY TIME, WITHOUT COMPENSATION OR NOTICE TO YOU. REELBOX'S SOLE OBLIGATION FOR ANY MALFUNCTIONING REELBOX DEVICES SHALL BE AS SET FORTH IN REELBOX'S PUBLISHED LIMITED WARRANTY AGREEMENT. YOU AGREE THAT NO OTHER EXPRESS OR IMPLIED WARRANTIES WILL APPLY TO THE REELBOX SERVICE OR REELBOX DEVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, REELBOX AND THE CONTENT PROVIDERS DISCLAIM ANY WARRANTIES OF SATISFACTORY QUALITY, NONINFRINGEMENT, TITLE OR QUIET ENJOYMENT AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE BY REELBOX OR CONTENT PROVIDERS, SHALL REELBOX, CONTENT PROVIDERS OR ANY OF THEIR OR REELBOX'S DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, BASED UPON A CLAIM OF ANY TYPE OR NATURE (INCLUDING, BUT NOT LIMITED TO, CONTRACT AND TORT, INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY) OR CLAIMS ARISING FROM ANY OF THE FOLLOWING: (i) ANY INABILITY TO USE THE REELBOXDEVICES OR USE OR ACCESS THE REELBOX SERVICE OR CONTENT; (ii) THE TERMINATION OF THE REELBOX SERVICE; (iii) THE INSTALLATION, INSPECTION, REPAIR, REPLACEMENT OR REMOVAL OF YOUR REELBOX DEVICES, (iv) ERRORS OR OMISSIONS IN THE CONTENT; OR (v) ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE AVAILABILITY OF THE REELBOX SERVICE AND/OR WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL REELBOX'S OR CONTENT PROVIDERS' TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE REELBOX WEBSITE, REELBOX SERVICE, REELBOX DEVICES OR CONTENT, INCLUDING ANY FEATURES ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE FEES PAID BY YOU DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES DESCRIBED ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT OF APPLICABLE LAW.

Injunctive Relief

You agree that any violation or breach by you of these Terms of Service will result in irreparable harm to us, and that monetary damages will be an inadequate remedy, and you hereby agree that we shall be entitled to seek injunctive relief.

Severability

If any provision of these Terms of Service is deemed unlawful, void or for any reason unenforceable, then that provision shall be severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

Governing Law, Determination of Disputes

This Agreement shall be governed by, and construed in accordance with, the laws in India without giving effect to any principles of conflicts of law. Any dispute arising out of, or in connection with, this Agreement shall be submitted to the High Court in Chennai, India. Said parties hereby consent to the exclusive jurisdiction of such court and to the service of process by mail outside the pursuant to the requirements of such court in any matter so to be submitted to it. Content Providers are third party beneficiaries of these Terms of Service and may enforce these Terms of Service, at law or in equity, with respect to Content or any other materials provided by it.

Indemnity

You agree to indemnify, defend and hold Reelbox and its affiliates, officers, agents, co-branders, licensors, partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Reelbox Website, Reelbox Service or Reelbox Devices, including, without limitation, your violation of these Terms of Service or your violation of any rights of another.

Contact Us

Please direct any questions or concerns related to your bills or service to support@reelbox.tv