Xumo Platform Terms of Use

Effective Date: November 13, 2026

Note: These terms only apply to use of Xumo Devices (defined below) for which these terms are (i) presented as part of the registration process or (ii) provided/linked within the user interface of the device.

Note: These terms do not apply to use of Xumo Play. The Xumo Play Terms of Service can be found here: https://xumo.com/playterms.

Introduction

Please read these Xumo Platform Terms of Use (this "**Agreement**") carefully. Comcast Cable Communications, LLC (collectively, "**Comcast**," "**we**," "**us**," or "**our**") provides the Xumo platform (the "**Xumo Platform**"). This Agreement governs your use of the Xumo Platform, which is designed to access and play digital content on a compatible Internet-connected streaming device (e.g., streaming box, smart television) together with an associated voice-controlled remote control ("**Xumo Device**"). The Xumo Platform includes any operating system, user interface, and remote-control software and firmware provided by Comcast that may be pre-installed on your Xumo Device or may be provided from time to time as a software update, and also includes any mobile application, voice assistant plug-in, or other software that Comcast or any affiliate may provide for use on a device other than a Xumo Device but which is designed to control a Xumo Device (a "**Xumo Control App**"). The terms of this Agreement apply to your use of the Xumo Platform, and you acknowledge by accessing or using the Xumo Platform that you have read this Agreement, understand it, and agree to be bound by its terms. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Xumo Platform on your Xumo Device or through a Xumo Control App connected to your Xumo Device. You are solely responsible for all activity on the Xumo Platform on your Xumo Device or through your instance of a Xumo Control App, and are responsible for ensuring that all other users understand and comply with this Agreement. You are liable for all unauthorized use of the Xumo Platform on your Xumo Device or through a Xumo Control App. If you do not understand or agree to the terms and conditions of this Agreement, you must not access or use the Xumo Platform. If you decide not to use or access the Xumo Platform, you may be able to return your Xumo Device if permitted by the applicable device return policy.

Note: **THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 17 OF THIS AGREEMENT THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES. UNLESS YOU HAVE OPTED OUT IN A TIMELY MANNER, THE ARBITRATION PROVISION REQUIRES THAT ALL DISPUTES BE RESOLVED IN INDIVIDUAL**

ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

In order to make certain purchases on the Xumo Platform, you must create a Xumo Platform account and password. Comcast, in its discretion, shall determine which features and functionality to make available through the Xumo Platform, and you acknowledge and agree that Comcast can change the features, availability, and functionality at any time with no notice to you. **You represent and warrant that you are at least 18 years of age and that you have provided us with information that is accurate, complete, and current**. For example, as part of the Xumo Platform account creation process, you must provide us with your accurate, complete, and current legal name, email address, and method of payment. You must also provide accurate information when authorizing recurring payments. You agree to promptly update your provided contact information to keep it accurate and complete. YOU ARE RESPONSIBLE FOR MAINTAINING THE ACCURACY OF YOUR INFORMATION FOR SO LONG AS YOU HAVE AN ACTIVE XUMO PLATFORM ACCOUNT. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT.

WE RESERVE THE RIGHT TO TERMINATE YOUR USE OF THE XUMO PLATFORM AND YOUR XUMO PLATFORM ACCOUNT IMMEDIATELY IN THE EVENT WE DETERMINE THAT 1) YOUR USE OF THE XUMO PLATFORM IS IN VIOLATION OF THIS AGREEMENT, INCLUDING, FOR EXAMPLE, IF YOU CREATE AN ACCOUNT WITH FALSE INFORMATION, 2) YOUR XUMO PLATFORM ACCOUNT HAS BEEN HACKED, STOLEN, OR COMPROMISED, OR 3) CONTENT YOU ACCESS IS NOT PROPERLY AUTHORIZED OR LICENSED IN YOUR COUNTRY, VIOLATES APPLICABLE LAW, OR HAS BEEN IMPROPERLY PROVIDED TO YOU. WE MAY ALSO SUSPEND (OR TERMINATE) YOUR USE OF THE XUMO PLATFORM AND YOUR XUMO PLATFORM ACCOUNT IF WE BELIEVE IT IS NECESSARY TO PROTECT COMCAST, OUR AFFILIATES, OUR BUSINESS PARTNERS, OUR PERSONNEL, OTHER USERS OF THE XUMO PLATFORM, AN APP PARTNER, OR A CONTENT OWNER FROM WHAT WE BELIEVE TO BE UNAUTHORIZED ACTIVITY.

1.) **Grant of a Limited License for the Xumo Platform**

Subject to the terms and conditions set forth in this Agreement, Comcast hereby grants to you, and you hereby accept, a revocable, personal, limited, non-transferable, non-assignable, and non-exclusive license to (a) use the Xumo Platform, in object code form only, on your Xumo Device, (b) for Xumo TV smart television devices only: download software updates to the Xumo Platform from https://xumo.com/usb-update solely to upload such software updates to your Xumo Device, and (c) download and use a Xumo Control App on your Comcast-designated, compatible device (not a Xumo Device), in each

case solely in accordance with the terms and conditions of this Agreement and for the purpose of accessing and using features and functionality of the Xumo Platform. If you do not have a Xumo Device, the scope of this license will be limited to the license granted under Section 1(c) of this Agreement with respect to a Xumo Control App.

2.) **No Ownership Rights**

You have no ownership rights in the Xumo Platform or any component thereof. Rather, you have the limited license granted above in Section 1 of this Agreement to use the Xumo Platform as long as this Agreement remains in full force and effect. Except for such limited license granted to you, all other intellectual property rights in the Xumo Platform, including ownership of the Xumo Platform, shall remain at all times with Comcast and/or its licensors. Any use of the Xumo Platform beyond the limited license granted above is strictly forbidden and is a violation of this Agreement.

3.) **Third-Party Services**

App Partners. The Xumo Platform is designed to enable access to compatible platforms, products, and services (e.g., Peacock) offered by content and service providers other than Comcast and its subsidiaries (such providers, "**App Partners**"). To enable certain services or Content (defined below), you must have valid and verifiable accounts with the applicable App Partners (as applicable) and agree to abide by any terms that govern the use of their products and services ("**Third-Party Terms**"). You represent and warrant that your App Partner accounts which you access through the Xumo Platform are in good standing and that the use of the Xumo Platform on your Xumo Device will not be in violation of any applicable Third-Party Terms. You acknowledge that we have no control over App Partners or the provision of or access to their services or Content. We do not guarantee that you will be able to use the Xumo Platform with any particular App Partners' offerings or that you will be able to access certain channels or Content. In addition to the warranty disclaimers referenced in Section 14 of this Agreement, you acknowledge that we will have no liability for any actions or inactions on the part of the App Partners resulting in your inability to access your accounts with App Partners, or otherwise access or use their products or services or Content. You agree that you will use the products, services, or Content offered by App Partners at your sole risk. IN ADDITION TO ANY DISCLAIMERS SET FORTH IN SUCH THIRD-PARTY TERMS, THE DISCLAIMERS AND LIMITATIONS OF LIABILITY REFERENCED HEREIN SHALL APPLY TO COMCAST AND ITS LICENSORS AND SERVICE PROVIDERS WITH RESPECT TO SUCH APP PARTNERS AND THEIR PRODUCTS, SERVICES, OR CONTENT. Further, information you make available to App Partners is subject to the privacy policies of such App Partners. Content provided by an App Partner may at times be made available on the Xumo Platform outside of any app (e.g., in preview or by direct

playback), in which case such Content continues to be subject to the Third-Party Terms of the App Partner.

Third-Party Software. The Xumo Platform contains software that has been licensed to Comcast by third parties. This Agreement applies to all software contained as part of the Xumo Platform, whether owned by Comcast or licensed to Comcast by third parties. Neither Comcast, nor its affiliates or licensors, makes any representations or warranties about the operation or availability of the third-party software. Neither Comcast, nor its affiliates or licensors, shall be liable for any unavailability or removal of this third-party software. Neither Comcast nor its affiliates are responsible for any communications to or from these licensors, or for the collection or use of information by these licensors. You consent to the communications enabled and/or performed by the third-party software, including automatic updating of the third-party software without further notice. You agree that the third-party software licensors are intended third-party beneficiaries under this Agreement.

Third-Party Platforms. You may access features of the Xumo Platform through a Xumo Control App on a third-party platform not operated by Comcast (e.g., a mobile operating system or voice assistant platform) ("**Third-Party Platform**"). You must be validly licensed to access and use such Third-Party Platform and agree to abide by any terms that govern the use of such Third-Party Platform. You acknowledge and agree that Comcast does not have control over the actions of such Third-Party Platforms. Neither Comcast, nor its affiliates or licensors, shall be liable for any liability which may arise as a result of (a) the actions or omissions of a Third-Party Platform on which you use a Xumo Control App, or (b) any incompatibility between a Xumo Control App and any Third-Party Platform.

Do not use automated or agentic tools to access the Xumo Platform. Unless Comcast expressly grants you permission otherwise, you are prohibited from allowing, enabling, or causing the deployment of an Agent to access, use, interact with, or take action on the Xumo Platform, including, but not limited to, obtain information from, make requests of, monitor, copy, download, scrape, or data mine the Xumo Platform, or to accept or consent to any terms or agreement with Comcast. For the purposes of this Agreement, "**Agent**" means any software or service that takes autonomous, semi-autonomous, or other programmatic action on behalf of, or at the instruction of, you or any other person or entity.

4.) **Content**

You acknowledge and agree that you are solely responsible for the choice and use of all videos and other content and information accessed through the Xumo Platform on your Xumo Device, which is provided by Content Owners (such videos, content, and

information, "**Content**"). "**Content Owners**" shall consist of (a) parties whose owned or licensed video content Comcast licenses to you under Section 5 when you buy or rent or subscribe to Purchased Content (defined in Section 5), (b) App Partners whose Content is also subject to Third-Party Terms, and (c) owners or licensors of any other Content made available to you on the Xumo Platform. Comcast and its affiliates and licensors will have no liability for any Content, including without limitation your purchase or use of such Content or the availability, suitability, reliability, or performance thereof. Comcast does not endorse any Content or Content Owners. Comcast has no liability for Content available through the Xumo Platform on any Xumo Device that you find offensive, indecent, or objectionable.

Access to Content (including Purchased Content) on the Xumo Platform requires an active internet connection. Data charges may apply to access and/or stream Content, depending on your data plan with your internet service provider, which is your responsibility to pay. The display quality of streaming content can vary by device and is affected by many factors, including your internet speeds, Wi-Fi strength, and location. Comcast is not liable for the display quality of the streaming content on the Xumo Platform.

Our designated DMCA agent for notices of copyright infringement on the Xumo Platform is: DMCA Notifications, DMCA Notifications re: Xumo Platform, Comcast Cable Communications, LLC, 1800 Bishops Gate Boulevard, Mt. Laurel, NJ 08054, Phone: 877-842-2112, Email: dmca@comcast.net. The Comcast Digital Millennium Copyright Act (DMCA) Policy is available at https://www.xfinity.com/dmca.

5.) **Purchased Content**

When you purchase ("Buy" or "Rent" or "Subscribe to") Content on the Xumo Platform from us (such Content, "**Purchased Content**"), you agree that your purchase is subject to the terms of this Agreement. Purchased Content includes movies, television episodes, television seasons, and other video content, but in each case only for Content purchased natively on the Xumo Platform and not from an App Partner subject to Third-Party Terms. Whether you click to "purchase," "Buy," "own," "Subscribe to," or "Rent" (or any similar such action) Purchased Content via the Xumo Platform, you are actually receiving a limited license to that Purchased Content and not an ownership right. We, or our third-party licensors, grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and view the Purchased Content for your personal, residential, and non-commercial use, for as long as we make the Purchased Content available (see Section 5(d)), or for the duration of the rental period in the case of rented content (see Section 5(e)), or during the period of your subscription in the case of Xumo Premium Channels (see Section 5(f)), in each case subject to (a) your payment of the purchase price, plus any other applicable fees, (b) your compliance with this Agreement,

and any other licenses, terms, or conditions imposed by, among others, the applicable digital rights management technology used to protect the Purchased Content, and (c) other reasons, including provider licensing restrictions, which may suspend or terminate availability of digital content (see Section 5(d)). Except for this limited license, you have no right, title, or interest in or to any Purchased Content. All copyrights and trademarks are the property of their respective owners. We expressly reserve the right to transfer control and responsibility over Purchased Content and any associated entitlements to another party.

Please review our FAQ for more information on purchasing content on the Xumo Platform.

a.) **Payment Terms.** Transactions involving Purchased Content are subject to the payment terms in Section 8.

b.) **Device Requirements.** You may view Purchased Content on authorized Xumo Devices logged into the Xumo Platform account through which you bought the Purchased Content. Over time we may deprecate access to Purchased Content on certain devices if those devices no longer meet required security standards, lack certain capabilities, features, or performance standards, or are otherwise deprecated in the Xumo Platform ecosystem. Further, Purchased Content may not be available for playback on all Xumo Devices. For example, Xumo Devices which have reached end-of-life may cease receiving some or all software or feature updates and may not be able to play some or all Purchased Content.

c.) **Limits on Your Use.** You may not copy, sell, rent, lease, distribute, broadcast, publicly perform or display, sublicense, transfer, or otherwise assign any Purchased Content (in whole or in part), or any rights or license associated with Purchased Content. For example, you may not sell or distribute any code or credentials (including usernames and passwords) that allow access to any Purchased Content.

Concurrent streams of the same Purchased Content across multiple Xumo Devices may be limited based on licensing restrictions and technical limitations. You agree not to circumvent, remove, alter, deactivate, interfere with, or degrade any of the content protections applied to or contained within Purchased Content.

d.) **Limits on Availability.** Purchased Content may become unavailable for many reasons, including due to content provider licensing restrictions, failure of your Xumo Device to meet requirements (see Section 5(b)) or if we choose to stop offering video content purchasing. If you buy Purchased Content on one Xumo Device, it may not be immediately available on your other Xumo Devices. To watch Purchased Content on a Xumo Device, you must be connected to the Internet. We have no liability to you or otherwise for Purchased Content that becomes unavailable for further streaming.

Purchased Content is purchased for watching on the Xumo Platform and Xumo Devices and may not be made available on any other platform, including those owned, operated, or managed by Comcast, such as any Xfinity X1 or any other Xfinity platform. Purchased Content may be available to other users of your Xumo Platform account, including through other Xumo Devices. Availability of Purchased Content may be restricted based on parental controls, content ratings, and device or profile configurations.

e.) **Rental Terms.** If you rent Purchased Content, you will have a limited period from the time of purchase to start watching the Purchased Content (the "**Rental Period**"). Once you have started watching rented Purchased Content, then you have a different, limited period (duration depending on the piece of Purchased Content) to watch until the Purchased Content will no longer be available to you (the "**Watch Period**"). The Watch Period will start as soon as you first click to play the Purchased Content on any Xumo Device on your account. The duration of the applicable Rental Period and Watch Period for a given piece of Purchased Content is presented during the purchase flow for the Purchased Content.

Please review our FAQ for more information on renting content on the Xumo Platform.

f.) **Xumo Premium Channels.** Subscriptions to any Xumo Premium Channel (a "**Channel Subscription**") and any Purchased Content offered as part of such a subscription are subject to the terms of this Agreement. Purchased Content made available as part of a Xumo Premium Channel will only be made available on the Xumo Platform and only during the period of time you maintain an active subscription to such Xumo Premium Channel. Upon signing up for a Xumo Premium Channel, and following any applicable free, trial period, you will be charged the monthly subscription rate on a recurring basis until termination of your subscription.

Please review our FAQ for more information on subscribing to Xumo Premium Channels.

g.) **Effect on Purchased Content of Closing Your Account.** If you close your Xumo Platform account, then Purchased Content entitlements associated with your account will be deleted. This means that after deletion you will no longer have access to any of your Purchased Content, and it may not be possible to recover access to your entitlements without repurchasing such Purchased Content.

6.) **Xumo Device Terms**

You acknowledge and agree that any warranties applicable to your use of your Xumo Device (if any) are provided directly by the manufacturer of the Xumo Device (which may be Xumo or another manufacturer under whose brand the Xumo Device is distributed), and not by Comcast. COMCAST DOES NOT PROVIDE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY XUMO DEVICE. EXCEPT AS EXPLICITLY

PROVIDED IN THE DEVICE WARRANTY OFFERED BY THE MANUFACTURER OF THE XUMO DEVICE, NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, OR BUSINESS PARTNERS WARRANT THAT (A) ANY XUMO DEVICE WILL MEET YOUR REQUIREMENTS, (B) ANY XUMO DEVICE WILL PROVIDE UNINTERRUPTED USE, OR (C) ANY XUMO DEVICE WILL OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR.

7.) **Restrictions and Requirements**

a.) You may only use the Xumo Platform with a Xumo Device that you own or control, and in the case of a Xumo Control App, with a compatible device that you own or control. You may not install the Xumo Platform software on any device for which Comcast has not licensed the use of the Xumo Platform.

b.) You may not distribute or make the Xumo Platform available over a network of any type where it could be used by multiple devices at the same time.

c.) As a condition of the limited license for the Xumo Platform you may not: (i) publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Xumo Platform or any part thereof or based on any of the Content; (ii) reverse engineer, decompile, translate, adapt, disassemble, or attempt to create the source code from the object code of the Xumo Platform; (iii) transmit the Xumo Platform or any of the Content over any network or between any devices, except via streaming features included for such transmission by Comcast as part of the Xumo Platform or as required to upload the software updates to your Xumo Device or, in the case of a Xumo Control App, as required to backup, restore, or transfer an instance of a Xumo Control App, solely for use on your personal devices; (iv) make any third-party software contained in the Xumo Platform a stand-alone product; (v) take any action that will infringe on the intellectual property or other proprietary rights of Comcast, its affiliates, or any Content Owner or App Partner; or (vi) sublicense or assign the Xumo Platform.

d.) You agree not to remove any proprietary notices, marks, or labels on the Xumo Platform or any of the Content.

e.) You agree not to export, import, or re-export the Xumo Platform, or any component thereof, in violation of any applicable law, rule, or regulation of any jurisdiction.

f.) You agree that you will only use the Xumo Platform in a manner that complies with all applicable laws in the jurisdictions in which you use the Xumo Platform, including but not limited to applicable restrictions concerning copyright and other intellectual property rights.

Note: Section 7(g) does not apply with respect to use of the Xumo Platform on the Xumo Stream Box for Business.

g.) The Xumo Platform is only intended for your non-commercial, private use. No licenses granted under this Agreement extend to the use or exploitation of the Xumo Platform for any other purposes.

h.) You may not use the Xumo Platform in an attempt to circumvent, or in conjunction with any device, program, or service designed to circumvent, technological measures employed to control access to, use of, or the rights in, a content file, service, or other work protected by the copyright laws of any jurisdiction.

i.) You agree not to engage in the systematic retrieval of data or other content from the Xumo Platform without Comcast's prior written consent.

j.) You agree not to capture, rip, download, or otherwise create a copy of any Content that is shown via the Xumo Platform without obtaining any required permission of the Content owner.

k.) You agree to receive automated updates or changes to the firmware and software on your Xumo Device, which may further be a requirement for continuing to access Purchased Content.

8.) **Fees and Payment Terms**

a.) **Xumo Platform Fees**. There are currently no fees to use the Xumo Platform itself.

b.) **Content Fees**. You may incur charges for accessing certain Content (including Purchased Content), for using the services of App Partners (e.g., renting or purchasing a movie or paying a monthly subscription fee), or for purchasing or subscribing to other offerings via the interactive options on a Xumo Device ("**Content Fees**"). Regardless of where the Content Fees originate, you acknowledge and agree that you are solely responsible for paying all such charges incurred in connection with your Xumo Platform account and use of a Xumo Device, including all applicable taxes and governmental fees or assessments. As described below, these fees may be processed by or on behalf of Comcast, its affiliates, its licensors, or the applicable App Partners. The price of Content Fees may change at any time without notice.

c.) **Advance Payment; No Refunds.** All purchases, including but not limited to Content Fees, and other charges made by you or through your Xumo Platform account, are final, paid in advance (pre-paid), non-refundable, non-exchangeable, and non-cancelable. We do not offer price protection, and we do not offer refunds in connection with any Content Fees, even if the price later decreases. In addition to Content Fees, you are responsible for

all charges that are made by you through your Xumo Platform account. We reserve the right to re-submit a purchase transaction for any such fees or charges if your payment method is declined or suspend your access to the Content or the services for which payment has not been received. You are responsible for any bank fees, issuer fees, over-limit, non-sufficient funds, or other overdraft fees incurred.

d.) **Charges from App Partners**. Each App Partner may require you to link your App Partner account with a payment method (e.g., credit/debit card) and authorize the App Partner to automatically charge such payment method for any Content Fees originating from the App Partner.

e.) **Charges from Comcast**. To make certain purchases through the Xumo Platform (including for Purchased Content), you will need to provide us with a valid credit/debit card that will be linked to your Xumo Platform account. You hereby authorize Comcast, its affiliates, its licensors, or its or their third-party payment processors to charge your credit/debit card for Content Fees. You acknowledge that any such charges processed by Comcast, its affiliates, or its licensors on behalf of an App Partner are governed by the Third-Party Terms. If you remove your credit/debit card from your Xumo Platform account or we are otherwise unable to charge your credit/debit card for any Content Fees which are paid through credit/debit card on the Xumo Platform, we reserve the right to suspend your access to Content through the Xumo Platform and or access to a Xumo Control App or any Xumo Platform features. You agree that you will maintain updated credit/debit card information on your Xumo Platform account. We will store your credit/debit card only as long as necessary to provide you with access to the Xumo Platform. For additional information on our use of your credit/debit card information or other personal information, see our Privacy Policy.

f.) **Your purchases**, including but not limited to Content Fees, and other charges made by you or through your Xumo Platform account, will be charged at the specified price plus may be subject to sales or use tax or other fees or assessments. The amount and type of tax applicable to your purchase will depend on what was purchased and the applicable tax rules (where the product or service is sold). If your purchase is subject to a separate tax, it will be stated in the terms and conditions of the offer. You are responsible for paying for all taxes that are applicable to your purchases. Any pricing provided to you for such purchases does not include any associated data charges or internet access that may be required to access the Content and/or use the Xumo Platform.

9.) **Modification**

Comcast reserves the right to modify this Agreement, including the right to assign this Agreement, in whole or in part, to a third-party, from time to time and will use reasonable efforts to provide notice to you of any modifications including by posting on https://www.xumo.com/terms or any other website about which you have been notified. You agree that this is sufficient and effective notice under this Agreement and that it is your responsibility to regularly check the website for modifications. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.) **Data Collection and Use**

Comcast respects your privacy, and the Xumo Platform will not access computer files or other information on your Xumo Device, except for those that are necessary for downloading, installing, or using the Xumo Platform, or for which we otherwise obtain your consent. Comcast may collect information about your Xumo Device, such as operating system, software versions, amount of available disk space, peripherals, and Internet connectivity, and information related to installation of the Xumo Platform, such as whether the Xumo Platform installed successfully on the first try. In addition, we may collect and use information about your use of the Xumo Platform as we would any of our Comcast-branded products and services, as detailed in the Privacy Policy. You agree that Xumo may send emails to any email address that you provide to Xumo for any purpose relating to your Xumo account, including for marketing or sales purposes. Further, information you make available to App Partners is subject to the privacy policies of such third parties.

11.) **Open Source**

Some elements of the Xumo Platform may contain open source software, as set forth at: https://www.xumo.com/opensourcenotice. To the extent there is any conflict between the terms of this Agreement and the terms of an open source software license, the terms of the open source software license will apply solely as to that open source software.

12.) **Support**

If you have questions regarding your use of the Xumo Platform, please go to https://www.xumo.com/support.

13.) **Termination**

This Agreement is effective starting upon your access or use of the Xumo Platform and remains in effect unless terminated. To terminate this Agreement you must deactivate your Xumo Platform account (if you created one) following the instructions on https://www.xumo.com/support/account/how-do-i-deactivate-my-xumo-tv-account,

uninstall all Xumo Control Apps, delete any downloaded copies of Xumo Platform software, and cease using the Xumo Platform. You may terminate your subscription with certain App Partners in accordance with their Third-Party Terms, this may include the ability to cancel your subscription through your Xumo Platform account. Upon termination of this Agreement, Xumo Platform features and functionality will no longer be available on your Xumo Device, though other features and functionality may persist. We may decide not to enforce our rights or exercise a remedy under this Agreement in a specific instance. This will not be a waiver of our rights or remedies. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless it is made in writing and is signed by an authorized representative of the waiving party. All provisions relating to proprietary rights and all representations and warranties shall survive the termination of this Agreement.

14.) **Limited Warranty**

TO THE EXTENT PERMITTED BY LAW, THE XUMO PLATFORM AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY OF OUR PROVIDERS, AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, OR BUSINESS PARTNERS (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES) (COLLECTIVELY, THE "**RELEASED ENTITIES**") WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, OR THAT THE XUMO PLATFORM WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED, UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

15.) **Limitation of Liability**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE AND THE RELEASED ENTITIES WILL HAVE NO LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TORT OR CONTRACT):

a.) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL

INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH CUSTOMER EQUIPMENT OR THE SERVICES DELIVERED UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, OR DELAYS IN TRANSMISSION); OR

b.) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE SERVICES OR THE CUSTOMER EQUIPMENT BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, PUBLICITY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16.) **One Year Limitation Period**

YOU MUST COMMENCE ANY ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENTS OR FACTS. FOR BILLING DISPUTES, YOU MUST NOTIFY US WITHIN 120 DAYS AND MUST COMMENCE AN ACTION WITHIN ONE (1) YEAR OF RECEIVING THE CHARGES.

17.) **Binding Arbitration, and Class Collective/Representative Action/Relief Waiver**

Any Dispute involving you and us shall be resolved through individual arbitration as described in this Section 17 (the "**Arbitration Provision**"). In arbitration, there is no judge or jury, and there is less discovery and appellate review than in court.

Definitions. This Arbitration Provision shall be interpreted broadly. "**Dispute**" means any and all claims or controversies arising out of or related to us or our relationship, including, but not limited to, any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims or controversies that arose before this Agreement or any prior agreement; (3) claims or controversies that arise after the expiration or termination of this Agreement; and (4) claims or controversies that are the subject of purported class, collective, or representative action litigation. As used in this Arbitration Provision, "**us**" and "**we**" means Comcast Cable Communications, LLC and any of its parents, subsidiaries, and other affiliates, each of their respective predecessors, successors, and assigns, and each of their respective officers, directors, employees, and agents; and "**you**" means you and any users or beneficiaries of the Services.

Exclusions. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING DISPUTES WILL NOT BE SUBJECT TO ARBITRATION: (i) DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION; AND (ii) DISPUTES THAT ARISE BETWEEN US AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9).

Right to Opt Out. IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH US ARBITRATED BY NOTIFYING US, WITHIN 30 DAYS OF YOUR FIRST ACTIVATION OF THE XUMO PLATFORM, (i) BY VISITING http://www.xfinity.com/XUMOTVARBITRATIONOPTOUT AND COMPLETING THE FORM AT THAT URL, OR (ii) IN WRITING BY MAIL TO: COMCAST, 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/ARBITRATION. ANY SUCH WRITTEN NOTIFICATION TO US MUST INCLUDE YOUR NAME, EMAIL ADDRESS, BILLING ADDRESS AND ACCOUNT ID (IF YOU HAVE ACTIVATED A XUMO DEVICE), DEVICE ID (IF YOU HAVE ACTIVATED A XUMO DEVICE), SERIAL NUMBER (IF YOU HAVE A XUMO DEVICE), DATE WHEN YOU FIRST ACTIVATED/USED THE XUMO PLATFORM, AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE SERVICES PROVIDED BY COMCAST. AN OPT OUT OF ARBITRATION IN THIS AGREEMENT IS INDEPENDENT FROM ANY OTHER XFINITY CABLE PRODUCTS OR SERVICES THAT YOU RECEIVE.

Initiation of Arbitration Proceeding/Selection of Arbitrator.

Either you or we may initiate an arbitration proceeding by opening a case with the American Arbitration Association ("**AAA**") by visiting its website (www.adr.org). You may deliver any required or desired notice to us by mail to: Comcast, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838 – ATTN: LEGAL DEPARTMENT/ARBITRATION.

Right to Sue in Small Claims Court. Notwithstanding anything in this Arbitration Provision to the contrary, either you or we may elect to have a Dispute heard in a United States small claims court in the area where you use the Xumo Platform and where your Xumo Device is located, if the claim(s) underlying the Dispute is not aggregated with the claim(s) of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

Arbitration Procedures. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the AAA pursuant to the

most recent version of its Consumer Arbitration Rules (the "**AAA Rules**") as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA Rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, you and we shall agree on a substitute arbitration organization. If you and we cannot agree, you and we shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision, as written, applying the AAA Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you use the Xumo Platform and where your Xumo Device is located. If you no longer use the Xumo Platform when you notify us of your Dispute, then any arbitration hearing will take place at a location convenient to you in the county where you reside when you notify us of your Dispute, provided that we offer the Xumo Platform in that county, or in the area where you used the Xumo Platform and where your Xumo Device is located from us at the time of the events giving rise to your Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

Waiver of Class, Collective, and Representative Actions/Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED (I) ON A CLASS ACTION, COLLECTIVE ACTION, OR OTHER JOINT OR CONSOLIDATED BASIS, OR (II) ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM, AND THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, OTHER JOINT OR CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THIS WAIVER OF CLASS, COLLECTIVE, OTHER JOINT OR CONSOLIDATED, OR REPRESENTATIVE

ACTIONS AND RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

Arbitral Fees and Costs. If your claim seeks more than $75,000 in the aggregate, the payment of the AAA's fees and costs will be governed by the AAA Rules. If your claims seek less than $75,000 in the aggregate, the payment of the AAA's fees and costs will be Comcast's responsibility, so long as you have fully complied with the requirements of this Section 17 for any arbitration you initiated. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA's fees and costs shall be governed by the AAA Rules, and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs. You may only recover your attorneys' fees and costs in the arbitration if the arbitration is decided in your favor and to the extent that you could have recovered those fees in court in accordance with the law or statute(s) that apply to the case. You and we agree that the parties have a mutual interest in reducing the costs and increasing the efficiency of arbitration, and as such, either party may negotiate with the AAA for lower fees and costs and for streamlined or other procedures designed to reduce the costs and increase the efficiency of arbitration. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay.

Survival. This Arbitration Provision shall survive the termination of your use of the Xumo Platform with us.

18.) **Waiver of Jury Trial**

WHETHER ANY DISPUTE IS RESOLVED IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN RELATION TO THE DISPUTE.

19.) **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND EACH RELEASED ENTITY HARMLESS FROM AND AGAINST ANY DAMAGES, LOSSES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE XUMO PLATFORM OR THE XUMO DEVICE; (b) YOUR ACTUAL OR ALLEGED VIOLATION OF APPLICABLE LAW; (c) YOUR FAILURE TO NOTIFY US OF A CHANGE IN OR THE INACCURACY OF THE INFORMATION YOU PROVIDED (INCLUDING,

FOR EXAMPLE, CLAIMS UNDER THE TELEPHONE CONSUMER PROTECTION ACT AND RELATED REGULATIONS); AND (d) YOUR BREACH OF THIS AGREEMENT OR ANY APPLICABLE POLICIES. YOUR INDEMNIFICATION OBLIGATIONS WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

20.) **About this Agreement**

Except as explicitly provided above, this Agreement constitutes the entire legal agreement between you and us for your use of the Xumo Platform, and completely replaces any prior agreements in relation to the Xumo Platform.