

TVI.COM Services Terms of Service

Last updated: September 18, 2017

This is an agreement between you and TV Interactive Data Corporation ("TVI.COM") regarding the TVI.COM Services ("Service") operated by TVI.COM. The rules, policies and guidance we provide regarding the Service, and the TVI.COM Privacy Policy (all as they may be changed over time) are collectively referred to as the "**Terms**" and govern your use of the Service.

By signing up for or using the Service, you agree to the Terms.

Your Account

If you do not have a TVI.COM account, you will need to establish an account on www.tvi.com to use the Service. Your payment methods on file with your TVI.COM account will be used for your TVI.COM account.

The Service

We may offer Service membership plans and may change Service membership plans and their features from time to time. If you sign up for a Service membership plan, you agree to the terms, conditions and limitations associated with that Service membership plan that are posted on our website. We may add or remove content and services to the Service or any Service membership plan at any time and make no guarantee as to the availability of specific content or services in any membership plan or as to any minimal amount of content or services in any membership plan. Some of our content and features may be offered in limited territories, and we may use geofiltering technology to restrict access outside of those territories.

Fees and Renewal

Fees for the Service membership plans will be stated at the time of your purchase of a membership or any promotional trial offer, as applicable, and provided in our help pages. The fees for membership plans may vary. Membership fees may be subject to tax and are non-refundable except in the specific circumstances described in these Terms. We only accept credit cards for payment of your membership fees. Please do not sign up for the program with a debit card. Also known as a "check" or "ATM" card, a debit card typically has the word "debit" printed on the face of the card.

Unless you notify us before a charge that you want to cancel or do not want to auto renew, you

understand your Service membership will

automatically continue and you authorize us (without notice to you, unless required by applicable law) to collect the then-applicable membership fees and any taxes, using any credit card we have on record for you.

If all credit cards we have on file for you are declined for payment of your membership fees, your membership will be cancelled unless you provide us with a new credit card. If you provide us with a new credit card and are successfully charged before your membership is cancelled, your new membership period will be based on the original renewal date and not the date of the successful charge.

Membership Cancellation

You may cancel your membership plan by visiting your account details page for the Service provided on TVI.COM.com (your "**Account Details**") and adjusting your membership settings. If you cancel your membership, you will not receive a refund of any membership fees already paid. When your membership is cancelled, we may terminate your member benefits. Membership plan cancellation will terminate your access to your content. You are responsible for downloading your content before cancelling your membership.

Membership Restrictions

We reserve the right to accept or refuse membership or to restrict use of the Service in our discretion. You may not transfer or assign your membership or any Service benefits. We may take actions we deem reasonably necessary to prevent fraud, including placing restrictions on the amount of content that can be accessed from the Service at any one time.

Agreement Changes

We may, in our discretion, change the Terms and all elements of them and any aspect of the Service or any Service membership, without notice to you. If any change to the Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes. **Your continued use of the Service or membership after we change the Terms constitutes your acceptance of the changes. If you do not agree to any changes, you must not use the Service and must cancel your membership.**

Termination by Us

Our business may change over time and we reserve the right to cancel the Service and any membership plan in whole or in part, and to terminate your membership and use of the Service at our discretion.

without notice. If we do so, we will give you a prorated refund based on the number days remaining in your membership unless we terminate your membership for conduct that we determine, in our discretion, violates the Terms, violates any applicable law, involves fraud or misuse of the Service, or is harmful to our interests or another user. Our failure to insist upon or enforce your strict compliance with the Terms will not constitute a waiver of any of our rights.

DISPUTES; LIMITATION OF LIABILITY

Any dispute or claim arising from or relating to these Terms or your use of the Service is subject to the binding arbitration, governing law, disclaimer of warranties, limitation of liability and all other terms in the TVI.COM Terms of Service. Without limiting the disclaimer of warranties and limitation of liability in the TVI.COM Terms of Service, our total liability with respect to your use of the Service will not exceed the total membership fees and cash purchases you paid to us in the twelve months prior to claim.