

ROKU END USER AGREEMENT

IMPORTANT: READ THIS AGREEMENT CAREFULLY AND REVIEW THE FULL PRODUCT AND SAFETY INFORMATION AT WWW.ROKU.COM BEFORE POWERING UP YOUR PLAYER FOR THE FIRST TIME.

Purpose and Scope of Agreement

This Roku End User Agreement (“**Agreement**”) is the legal agreement between you (“**You**”) and Roku, Inc. (“**Roku**”) governing Your use of: (i) any product that uses the Roku platform to play digital content distributed over the internet or downloaded to the product (a “**Player**”), (ii) the firmware and software that Roku installs on, or updates directly to, the Player (the “**Software**”), (iii) the Roku Channel Store (the “**Channel Store**”), and (iv) if downloaded by You to a mobile device, any Roku Mobile Application (a “**Mobile App**”). By establishing an account at <https://owner.roku.com> (a “**Roku Account**”) and using a Player, and/or by downloading a Mobile App, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, you are not granted any right to use the Player or to access the Channel Store, and you should return the Player to the place where you obtained it for a refund.

Personal, Non-Commercial Use Only; Copying and Redistribution Prohibited; No Rights Not Granted

The Player, the Software, the Channel Store, and the Mobile Apps are intended for personal, non-commercial use only. You may not use them for any commercial or illegal purpose. Copying or redistribution of the Software, a Mobile App, or of any content delivered via the Player (the “**Content**”) are strictly prohibited. Except as expressly provided under this Agreement, You do not acquire any intellectual property or other proprietary rights in or to the Player, the Software, the Channel Store, a Mobile App or the Content, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, or copyrights, nor do you acquire any rights in any confidential information or trade-secrets. All rights not expressly granted to You in this Agreement are reserved by Roku or its third party licensors. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on a Player, the Software, or a Mobile App.

Software Licenses and Third Party Notices

Software License

The Software is proprietary to Roku or its third party licensors and may be used only in connection with a Player. Subject to the terms of this Agreement, Roku grants You a nonexclusive, nontransferable license to run the Software and any updated versions provided to You by Roku, only in and as incorporated in a Player. This is a license and not a sale. You may not (i) copy or distribute, sublicense, lease, rent or otherwise transfer the Software to any third party except as incorporated in a Player; (ii) modify, adapt, alter, translate, or create derivative works of the Software; (iii) decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Software; or (iv) have any of the foregoing done for You by a third party. Roku reserves the right to update the Software from time to time in its sole discretion, including adding, changing or removing functionalities and features, including but not limited to changing the user interface or the manner in which You are able to access Content via a Player.

Separately Licensed Code

Notwithstanding the other provisions of this Agreement, certain components of the Software, known as “free” or “open source” software code (the “**Separately Licensed Code**”), are subject to separate license terms and are not subject to the license granted above. As required by the terms of the relevant Separately Licensed Code licenses, Roku makes the Separately Licensed Code, and Roku’s modifications to it, available on Roku’s website at no charge. Please visit <http://www.roku.com/opensource> for detailed information on our use of Separately Licensed Code.

Third Party Notices

Some of the technology utilized in the Player is subject to third party licenses that require that You be given the following notices:

Hoefler Foundry, Inc. d/b/a Hoefler & Frere-Jones holds the copyright to the font used in the user interface of the Player.

MPEG LAYER-3 AUDIO CODING TECHNOLOGY LICENSED FROM FRAUNHOFER IIS AND THOMSON.

THE PLAYER IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.

THE PLAYER CONTAINS TECHNOLOGY SUBJECT TO CERTAIN INTELLECTUAL PROPERTY RIGHTS OF MICROSOFT. USE OR DISTRIBUTION OF THIS TECHNOLOGY OUTSIDE OF THE PLAYER IS

PROHIBITED WITHOUT THE APPROPRIATE LICENSE(S) FROM MICROSOFT. SOME CONTENT OWNERS USE WINDOWS MEDIA DIGITAL RIGHTS MANAGEMENT TECHNOLOGY (WMDRM) AND OTHERS USE PLAYREADY DIGITAL RIGHTS MANAGEMENT TECHNOLOGY TO PROTECT THEIR INTELLECTUAL PROPERTY, INCLUDING COPYRIGHTS. THE PLAYER USES WMDRM AND PLAYREADY SOFTWARE TO ACCESS WMDRM-PROTECTED AND PLAYREADY-PROTECTED CONTENT. IF THE WMDRM OR PLAYREADY SOFTWARE FAILS TO PROTECT THE CONTENT, CONTENT OWNERS MAY ASK MICROSOFT TO REVOKE THE SOFTWARE'S ABILITY TO USE WMDRM OR PLAYREADY TO PLAY OR COPY PROTECTED CONTENT. REVOCATION DOES NOT AFFECT UNPROTECTED CONTENT. WHEN YOU DOWNLOAD LICENSES FOR PROTECTED CONTENT, YOU AGREE THAT MICROSOFT MAY INCLUDE A REVOCATION LIST WITH THE LICENSES. CONTENT OWNERS MAY REQUIRE YOU TO UPGRADE WMDRM OR PLAYREADY TO ACCESS THEIR CONTENT. IF YOU DECLINE AN UPGRADE, YOU WILL NOT BE ABLE TO ACCESS CONTENT THAT REQUIRES THE UPGRADE.

USE OF THE PLAYER IS LIMITED TO PRIVATE NON-PROFESSIONAL USE BY CONSUMERS FOR LICENSED CONTENT. NO RIGHTS ARE GRANTED FOR PROFESSIONAL USE OR FOR USE OF THE PLAYER IN COMBINATION WITH PLAYERS NOT LICENCED UNDER THE MPEG-1 OR MPEG-2 AUDIO STANDARDS.

Access to Content: Roku Accounts

Definitions Applicable to this Section:

"Channel" means the video, audio, photo, game, and other channels available in the Channel Store to enable delivery of Content via a Player.

"Channel Store" means the on-screen menu accessed via a Player which permits end users to browse and install selected Channels on a Player.

"Content Provider" means a third party who provides Content that is accessible via the Channel Store and a Player.

"Fee-Based Programming" means the specific Content available to end users of a Player who agree to pay the applicable fee to access the Content.

"One-Time Fee" means a single one-time charge payable for access to selected Fee-Based Programming.

"Private Channel" means a Channel which may be accessed by entering a developer-provided linking code on the Roku website.

"Public Channel" means a Channel that is generally available to all Roku users and is visible in the Roku Channel Store.

"Subscription Fee" means a monthly or annual fee charged for access to selected Fee-Based Programming.

Establishing an Account

Players are enabled to permit users to access Content provided by various Content Providers. In order to access Content, You are required to establish a Roku Account at <https://owner.roku.com> and provide Your credit card number or PayPal account information against which Your Fee-Based Programming fees will be charged. At Your option, a PIN code may be required to access certain Fee-Based Programming. If You prefer to use a PIN, You will choose Your PIN when establishing Your Roku Account preferences. Through Your Roku Account, You will be provided the opportunity to review monthly summaries of Your charges. In addition, for some of the Content, You may be required to maintain a valid and active account in good standing with one or more Content Providers. You must adhere to Roku's terms of service and to the terms of service of any Content Provider whose Content You choose to access. See www.roku.com/channels#!now-playing for a list of Content Providers for a Player. Roku may add or remove Content Providers from time to time, in its sole discretion. Roku reserves the right to remove from Your Player Your access to certain Content if Roku has reason to believe that it is not properly authorized or licensed, violates any law, or has been offered by a Content Provider in violation of any agreement between the Content Provider and Roku. You are responsible for ensuring that any age-restricted Content is not viewed by any person not meeting the applicable age limits, as specified by law, regulation or the Content Provider.

Fees and Charges

Where Roku manages the handling and processing of Your payments for Fee-Based Programming, the following terms apply:

One-Time Fee Programming. For Public Channels, Your account will be charged in full when You confirm Your Channel selection or when the PIN is entered, if applicable. For Private Channels, You will be charged after the Channel appears as an option in Your Channel line-up and You have confirmed Your desire to purchase access to the Channel.

Subscription Fee Programming. The timing of Your initial selection of subscription Fee-Based Programming will provide the basis for Your bill dates for all future monthly and yearly Subscription Fees. All Subscription Fees will be charged for the full term of the applicable subscription period, i.e., for the month or year, as applicable, at the time You order the subscription, except where pro-rated monthly billing applies. Where the first month is pro-rated, the second and all subsequent charges applied to Your account will be for the full monthly or yearly Subscription Fee, as applicable.

Subscription Renewals and Cancellations. All subscriptions will automatically renew until cancelled by You. Details for how to cancel a subscription are available by entering the key words “cancel subscription” in the “Ask a Question” box on www.roku.com/support. If a subscription is cancelled mid-way through a subscription period, the subscription will end at the end of the subscription period. You will continue to receive the Content until the end of the subscription period and fees for the remainder of the subscription period will not be refunded.

Credit/Refund Policy. Credits and refunds will be issued only in accordance with the terms posted at www.roku.com/support. For details, go to www.roku.com/support and enter the key words “credit policy” in the “Ask a Question” box.

Privacy

Our privacy policy, available at <http://www.roku.com/about/privacy>, explains our policies regarding Roku’s collection, use, and disclosure of Your personally identifiable and anonymous information, including the collection and provision of such information on behalf of Content Providers. You should review our privacy policy before using Your Roku Account.

Advertising and Promotional Messages

Roku and the Content Providers reserve the rights to deliver and display advertising and promotional messages to You via a Player and to include such advertising and promotional messages in or with any user interface, notices or Content that are displayed via a Player.

Ninety (90) Day Limited Player Hardware Warranty and Disclaimer

Subject to the additional terms and conditions set forth below, Roku provides this Limited Warranty only to the person or entity that originally purchased the Player from Roku or from one of its authorized resellers or distributors, and only for Players purchased and delivered to the end user within the United States and Canada.

Limited Player Hardware Warranty

Roku warrants the Player hardware against defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase (the “**Warranty Period**”). If Roku determines that a Player’s hardware is defective, Roku will either repair the unit or replace the unit with either a new or rebuilt Player, at its option. If the Warranty Period has expired or is otherwise not applicable (see Scope and Limitation on Warranty below), we will return the Player to You. More information about this warranty and the Roku return process can be found at www.roku.com/support by clicking on the License/Warranty tab.

Scope of and Limitation on Player Hardware Warranty

The warranty on a Player is limited to the repair or replacement of defective units as described in the Limited Warranty section above. This warranty does not cover customer training or education, installation, set up adjustments, or signal reception problems. This warranty also does not cover any issue related to the service provided by Your internet service provider or Content Providers, including but not limited to service disruption, changes in service terms, changes in offerings, changes in format, or technical problems. This warranty does not cover damage due to acts of God, accident, misuse, abuse, negligence, commercial use or modification of, or to any part of, Your Player. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply or attempted repair by anyone other than a facility authorized by Roku to service Your Player. This warranty does not cover consumables (such as fuses and batteries). THE OBLIGATION TO REPAIR OR REPLACE DEFECTIVE HARDWARE AS SET FORTH IN “LIMITED PLAYER HARDWARE WARRANTY” ABOVE IS ROKU’S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY IN THE EVENT OF ANY BREACH OF THE LIMITED WARRANTY.

No Warranty for the Channel Store, the Software, or a Mobile App; No Other Warranty for the Players

EXCEPT AS EXPRESSLY PROVIDED IN “LIMITED PLAYER HARDWARE WARRANTY”, ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLAYER, THE MOBILE APPS, THE SEPARATELY LICENSED CODE, THE SOFTWARE, AND THE CHANNEL STORE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE FOREGOING ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ROKU HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLAYER, THE MOBILE APPS, THE SEPARATELY LICENSED CODE, THE SOFTWARE, AND THE CHANNEL STORE, AND ANY SERVICES PERFORMED OR PROVIDED BY THE FOREGOING, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OR REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ROKU DOES NOT WARRANT (1) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PLAYER, THE MOBILE APPS, THE SOFTWARE, THE SEPARATELY LICENSED CODE, OR THE CHANNEL STORE, (2) THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, (3) THAT THE OPERATION OF ANY OF THE FOREGOING

WILL BE UNINTERRUPTED OR ERROR-FREE, OR (4) THAT DEFECTS WILL BE CORRECTED. EXCEPT AS EXPRESSLY PROVIDED IN "LIMITED HARDWARE WARRANTY" ABOVE, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROKU OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY, AND YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

Some jurisdictions do not allow exclusions or limitations on implied warranties, so the foregoing limitations of the warranties may not apply to You. The limited player hardware warranty gives You specific legal rights. You may also have other rights that vary from jurisdiction to jurisdiction.

Limitation of Liability

IN NO EVENT WILL ROKU OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL AND INDIRECT DAMAGES, OR FOR LOSS OF REVENUE OR PROFITS OR DATA OR USE OR FOR THE COST OF SUBSTITUTE GOODS, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), ARISING OUT OF, OR IN CONNECTION WITH A PLAYER, THE CHANNEL STORE, THE MOBILE APPS, THE SOFTWARE, THE SEPARATELY LICENSED CODE, OR YOUR USE THEREOF. IN NO EVENT WILL ROKU'S OR ITS SUPPLIERS' TOTAL CUMULATIVE LIABILITY RELATING TO A PLAYER, THE CHANNEL STORE, THE SOFTWARE, THE SEPARATELY LICENSED CODE, AND THE MOBILE APPS EXCEED THE PURCHASE PRICE OF THE PLAYER. Some jurisdictions do not allow limitation of liability for certain incidental or consequential damages, so the exclusions set forth above may not apply to You.

Additional Terms Applicable to Mobile Apps

License

The Mobile Apps are licensed, not sold, to You for use only under the terms of this Agreement. Roku, as the licensor, reserves all rights not expressly granted to You. This license granted to You by Roku for a Mobile App is limited to a non-exclusive, non-transferable license to use the Mobile App for personal and non-commercial purposes solely on any mobile device that You own or control and as permitted by the usage rules set forth in any application store terms and conditions and only within the country or location authorized by Roku. This license does not grant any rights to obtaining future upgrades, updates or supplements to a Mobile App.

Usage Rules

You may not commercialize the Mobile Apps in any way. You will not, and You will not allow any person to, copy the Mobile App or any part thereof, to analyze it by means of reverse engineering, to decompile, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App, or of any updates thereto or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any Separately Licensed Code included with a Mobile App). Any attempt to do so is a violation of the rights of Roku and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of this license will govern any upgrades provided by Roku to a Mobile App, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Consent to Use of Data

You agree that Roku or a third party contracted by Roku, may collect and use technical and usage data and related information, including but not limited to information about Your device, system and software, peripherals and Mobile App usage that is gathered periodically to facilitate the provision of updates, product support and other services (if any) to You related to the Mobile App. Roku may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

Export Controls

You agree not to download any Content, Mobile App, or Software, nor otherwise export or re-export a Player or a Mobile App, into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country as to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using a Player, the Channel Store, the Software, or a Mobile App, You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Roku Reserves the Right to Change Policies and Web Pages

The policies and other content of the Roku web pages referred to in this Agreement may be changed by Roku from time to time in its sole discretion.

Miscellaneous

This Agreement is the final, complete and exclusive agreement between You and Roku relating to a Player, the Channel Store, the Software, and a Mobile App (as applicable), and supersedes all prior or contemporaneous proposals, advertisements, representations, understandings, or agreements relating thereto, whether oral or written. No waiver or

modification of the Agreement will be valid unless signed by both Roku and You. Your right to use the Software, a Player, the Channel Store, the Software, and a Mobile App (as applicable) will immediately terminate upon Your breach of any applicable provision of this Agreement. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. This Agreement shall be governed by the laws of the State of California, as if entered into by residents of California, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any action or proceeding arising from or relating to this Agreement may be brought in a federal court in the Northern District of California or in state court in Santa Clara County, California, and You irrevocably submit to the jurisdiction and venue of any such court in any such action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Contact Information

Should You have any question about this Agreement, or if You desire to contact Roku, please contact us by mail at Roku, Inc., 12980 Saratoga Ave., Suite D, Saratoga, CA 95070 or by email at customerservice@roku.com.

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