Roku Player License 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.

This license agreement is the legal agreement (the “Agreement”) between you (“You”) and Roku, Inc. (“Roku”) governing your use of the Roku Player (“Player”), the software installed on the Player (the “Software”) and related documentation. By using your Player you are agreeing to be bound by the terms of this license. If you do not agree to the terms and conditions of this Agreement, you are not granted any rights whatsoever in the Software contained within the Player and you have no right to use the Player.

If you are not willing to be bound by this Agreement, you should not use the Player and should return the Player to the place where you obtained it for a refund.

The policies and other contents of the Roku web sites referred to in this Agreement may be changed by Roku from time to time in order to improve the service.

Definitions.

Whenever capitalized in this Agreement, the following terms shall have the specified meanings:

“Channels” means the video, audio, photo or game applications available on the Player.
“Channel Store” means the on-screen menu on the Player which permits end users to browse and install selected Channels on their Player.
“Fee-Based Programming” means the specific content to be accessed by and/or performed and displayed for end users of the Player who agree to pay the applicable fee for access to the content.
“One-Time Fee” means a single one-time charge payable for access to selected Fee-Based Programming.
“Player” means any Roku branded or co-branded digital video Player that is enabled to host Channel Applications.
“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” means a monthly or annual fee charged by Content Providers for access to selected Fee-Based Programming.

Third Party Notices

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

THIS ITEM INCORPORATES COPY PROTECTION TECHNOLOGY THAT IS PROTECTED BY U.S. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS OF ROVI CORPORATION. REVERSE ENGINEERING AND DISASSEMBLY ARE PROHIBITED.

THIS 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.

THIS PLAYER IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD (“VC-1 VIDEO”) AND/OR (ii) DECODE VC-1 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 VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.
ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.

THIS PLAYER CONTAINS TECHNOLOGY SUBJECT TO CERTAIN INTELLECTUAL PROPERTY RIGHTS OF MICROSOFT. USE OR DISTRIBUTION OF THIS TECHNOLOGY OUTSIDE OF THIS 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 RIGHT MANAGEMENT TECHNOLOGY TO PROTECT THEIR INTELLECTUAL PROPERTY, INCLUDING COPYRIGHTS. THIS DEVICE 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.

See also Separately Licensed Code below.

License
Subject to the terms of this Agreement, Roku grants You a nonexclusive, nontransferable license (the “Licence”) to run the Software provided in the Player and any updated versions provided to You by Roku only in and as incorporated in the 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 incorporated in the Player; (ii) modify, adapt, alter, translate, or create derivative works of the Software except to the extent Roku may, in certain jurisdictions, be required by law to permit reverse engineering and provided that the provisions of such law may not be waived or conditioned on prior request for information regarding interoperability; (iii) decompile, disassemble, reverse engineer or otherwise derive source code, or attempt to derive source code, from the Software; or (iv) have any of the foregoing done for You by a third party. The Software and all intellectual property rights therein are the exclusive property of Roku or its suppliers. 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 through the Player. All rights in and to the Software not expressly granted to You in this Agreement are reserved by Roku.

Notwithstanding the above, nothing in this license (or in the Third Party Notices above) shall restrict You from:-

(a) decompiling the Software, where it is necessary to decompile the Software to obtain the information necessary to create an independent program which can be operated with the Software decompiled or with another program and the information so obtained is not used for any purpose other than to obtain the information necessary to create an independent program which can be operated with the Software decompiled;

(b) the making of any back up copy of the Software which it is necessary for You to have for the purposes of the agreed use; or

(c) the observing, studying or testing of the functioning of the Software.

Separately Licensed Code
Notwithstanding the other provisions of this Agreement, certain components of the Software included with the Player are subject to separate license terms, including “free” or “open source” Software (“Separately Licensed Code”). Some of the Separately Licensed Code is licensed under the terms and conditions of the “free” or “open source” license and is not subject to the license granted above. As required by the terms of the relevant Separately Licensed Code licenses, Roku makes the “free” and “open source” code provided under such
licenses, and Roku’s modifications to such code, available on Roku’s website at www.Roku.com/support/gpl_rdvp, at no charge. The following Separately Licensed Code is included:

This Player includes Software developed by the OpenSSL Project for use in the OpenSSL Toolkit (www.openssl.org/).

Portions of the Software are © 2006 The FreeType Project (www.freetype.org). All rights reserved. The Free Type Project Software is based in part on the work of the Independent JPEG Group.

Please visit www.Roku.com/support/gpl_rdvp for detailed information on our use of third party Software.

Access to Content: Accounts
The Player is enabled to permit users to access content provided by various content providers (“Content Providers”). In order to access content that is available through the Player, You are required to establish a Roku account at www.Roku.com/link 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 for a list of Content Providers for the 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.

Billing Process and Timing
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. In the case of 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. Your initial selection of Subscription Fee-Based Programming will provide the basis for Your monthly bill date for all future monthly and yearly Subscriptions. All Subscriptions for Fee-Based Programming 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 months apply. The first monthly charge for the second and all subsequent Subscriptions will be pro-rated from the Subscription order date to the end of the monthly bill date. 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 at 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 in accordance with the terms posted at www.roku.com/support.

You acknowledge that the any purchases made by You from Roku directly from the Channel Store will constitute a supply of services to You by Roku, which commences once You purchase the right to access a particular channel, game or other piece of digital content. Roku will have commenced the supply of services to You by granting You access to the channel, game or other piece of digital content, and You will lose your right to cancel the purchase under Directive 97/7/EC as implemented in your country of residence.
Privacy
Our privacy policy explains our policies regarding the collection, use, and disclosure of personally identifiable and anonymous information. Such policy may be accessed through our website at www.Roku.com/privacy and may be modified by Roku at any time for any reason, provided, however Roku will advise you via email of any such modifications or amendments. Roku collects and uses anonymous information that is not personally identifiable to You. Once You register the Player or for a Roku Account, we will also collect and use personally identifiable information that You provide as part of the registration, such as Your name, address, email address, and phone information. We may also collect and use certain personally identifiable information regarding the Player including, but not limited to, billing records, maintenance and repair records, marketing information, and customer feedback.

On behalf of Your Content Provider, we may also collect certain information regarding Your usage of the Player in connection with a video on demand service (the “Content Provider Information”), which we will provide to Your Content Provider. The Content Provider Information is only identifiable by a unique identification number, but the Content Provider may be able to link the identification number to personally identifiable information they have collected on their own, for example, in the case of Your having an account with the Content Provider. The collection, use and disclosure of the Content Provider Information are subject to the privacy policies of the Content Provider. The Content Provider’s privacy policy is independent of Roku’s privacy policy. Before selecting a Content Provider, You should review the Content Provider’s privacy policy by visiting its website.

Advertising and Promotional Messages
Roku and the Content Providers reserve the rights to deliver and display advertising and promotional messages to You through the Player and to include such advertising and promotional messages in or with any user interface, notices or content that are displayed using the Player.

Warranty and Disclaimer
There is a standard two (2) year limited hardware warranty for defective Players. The terms of that limited warranty and the remedy therefore appear in the document entitled “Roku Player important information sheet” which comes in the box containing the player.

Limitation of Liability
IN NO EVENT WILL EITHER PARTY OR THEIR SUPPLIERS (IF APPLICABLE) 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 THE PLAYER OR YOUR USE THEREOF.

Nothing in this Agreement will exclude or limit either party’s liability for (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by its negligence (iii) under the indemnity below; or (iv) any other liability which cannot be excluded by law.

IPR Indemnity
You agree to defend, indemnify and hold Roku, its directors, officers, employees, contractors, affiliates, suppliers, and licensors (collectively “Roku Indemnified Parties”) harmless from any liability, damage, settlement, loss, or expense (including, without limitation, attorneys’ fees and costs) incurred in connection with any third-party claim, demand or action (“Claim”) brought or made against any of the Roku Indemnified Parties arising out of or relating to any actions by You that infringes any copyright, trademark, trade secret, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy. If You have to indemnify any of the Roku Indemnified Parties under this paragraph, Roku and/or the relevant Roku Indemnified Parties will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without Roku’s prior express written permission.

Miscellaneous
This Agreement is the final, complete and exclusive agreement between the parties relating to the Player and supersedes all prior or contemporaneous proposals, representations, understandings, or agreements relating thereto, whether oral or written. No waiver or modification of the Agreement will be valid unless signed by each
party. Your right to use the Software will immediately terminate upon Your breach of any 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. The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement, the Privacy Policy, and any Roku website policies shall be governed by English law. Any action or proceeding brought to adjudicate any dispute related to this Agreement, the Privacy Policy or any Roku website policies shall be subject to the non-exclusive jurisdiction of the English courts, except as otherwise agreed by the parties in writing. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. 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.

Copyright © 2008-2012 Roku, Inc. All rights reserved. Roku and the Roku logo are trademarks or registered trademarks of Roku, Inc.

Privacy Policy (Updated January 2012)

This Privacy Policy statement describes our practices regarding how information we collect on the Roku Web sites and via Roku products ("Roku Devices") is used and shared with third parties. By visiting the Roku Web sites or clicking ‘I Accept’, you accept the practices described in this statement. This statement applies to anonymous data and personal information collected at the Roku Web sites and via Roku Devices. This statement also applies to personally identifiable customer information collected in connection with the sale, support and use of Roku Products.

Part I. Information Collection

Roku collects both anonymous and personally identifiable information through our Web sites and Roku Devices. This information is used to effect e-commerce transactions, provide customer service and support, and to ensure that Roku products and services effectively deliver high-quality experiences.

Roku Web sites collect personally identifiable information at several points, including processes associated with e-commerce, product registration, account creation and e-mail opt-in. Visitors may voluntarily provide (and we will collect) information including: name, email address, billing and shipping information, product purchase information, and product registration information.

We may collect information related to the use of our Web sites - through, for example, the use of cookies - in order to better understand our customers' needs. A cookie is a small text file that our Web server places on your computer hard drive that includes a unique identifier. If you register with us or if you continue to use our Web sites, you agree to our use of cookies.

Cookies enable Roku to improve our Web sites and deliver a better and more customized service to users. Some of these cookies are essential for you to use our services. Except for essential cookies, all cookies will expire after you sign out of the Roku website.

In addition to those cookies which are essential to the functioning of the site, Roku websites also use Google Analytics. Google Analytics utilises a number of cookies in order to provide Roku with reports about how visitors to Roku's Web sites use the Web sites. Full details of the cookies used by Google Analytics and their purposes can be found at Google Analytics Cookies.

Please remember that with most modern browsers you can always disable cookies or set your browser to alert you when cookies are being sent to your device. The decision to disable cookies, however, may prevent you from being able to use certain portions of the Roku Web sites. To learn more about cookies and how to specify your preferences, please search for “cookie” in the “Help” portion of your browser. Please note that our advertisers may also use cookies, over which we have no control. Roku Devices regularly upload usage information to Roku.
as part of their use. The collected information includes the specific identifiers of streams played, duration played, various quality measures, error logs, software version numbers, and other usage statistics. Usage information uploaded from Roku Devices is personally identifiable by product serial number. In some instances, serial numbers are associated with personally identifiable information to aid in customer service and support.

The collected information from many users is aggregated for analysis and, in some instances, made generally available to users of Roku Devices and Roku Web Services in an anonymous fashion. For example, to provide features such as "Top 10" lists. Further, Roku may use personally identifiable information to make content recommendations to individual users if you have requested them.

If you do not wish Roku to use your information as described in this section, please follow the procedure in Part III (Access to Your Information) below.

In order to protect the privacy interests of younger Internet users, we do not actively market our Web sites or products to children under 13. We do not knowingly collect information from children under 13. We encourage children of any age to visit our Web sites or to use our products, but only with the consent and supervision of their parents.

Part II. Information Usage

Information collected by Roku is, first and foremost, used to understand how customers are using our products and services in order to make them better.

Anonymous, aggregated data is analyzed on a regular basis to understand product usage, feature popularity, software quality, and to influence the design of future products.

Personal information is used to fulfill orders and to provide customer support and information about the products and services you are receiving from Roku. If you have consented to receive marketing materials, personal information is also used for marketing purposes such as email announcements of new products or offers. We provide an option for you to choose not to receive marketing communications and you may always contact us at customerservice@roku.com to opt-out of marketing communications (however, we reserve the right to use your contact information if we consider it necessary to send you crucial information about the product or services you have purchased from us).

Roku may also share information with companies integral to the use of the product. For example, we may share information collected from the Netflix Player by Roku with Netflix, Inc. This information is only identifiable by serial number, but the receiving party may be able to link serial number to personally identifiable information they have collected on their own. In those cases, the use of that information will be subject to the privacy policies of the receiving party.

Roku uses third parties (including contractors and service providers) to help with certain aspects of its operations, which may require disclosure of your personal information to them. For example, Roku may use a third party to communicate with you (via telephone, email, or letter) about our products or services, to send information to you, to process and collect payment via your credit card (if applicable), and to perform other work that we may need to outsource. Roku requires these contractors and third parties to use your personal information only as necessary to perform the services they are asked to perform and consistently with this privacy policy.

We may share some or all of your personal information with our current or future "affiliates" (which means a parent company, any subsidiaries, joint ventures, or other companies under a common control), in which case we will require our affiliates to honor this privacy policy. If another company acquires Roku (or a business unit of Roku that uses your personal information), that company will possess the personal information collected by Roku and it will assume the rights and obligations regarding your personal information as described in this privacy policy.

We offer links to other Web sites. Please note: those other Web sites may observe privacy standards different from ours and the collection and use of your personal information by them will be governed by the privacy policies on those other sites.

Rev. Jan 2012
Our Web sites offers developer forums and message boards. Please be advised that any information posted in these venues will be publicly available.

Finally, please be assured that Roku does not sell information collected from customers.

The personal information that we collect from you may be transferred to and stored in the United States. It may also be processed by staff in the United States who work for us or for one of our suppliers. The processing of your personal information in the US will be undertaken in accordance with this Privacy Policy. By accepting this privacy policy or by visiting the Roku websites, you agree to this transfer, storing, and/or processing.

Part III. Access to Information

If you wish to ask for access to or correction or deletion of any of your personal information held by us or a change in the way we use your information, please contact support at customerservice@roku.com. We will use commercially reasonable efforts to fulfill your request in a timely manner, but no more than 30 days. However, even if Roku deletes such personal information from its 'live' database, it may still be stored on other databases (including those kept for archival purposes).

Part IV. Data Storage and Security

Roku uses industry-standard methods of securing its electronic databases of personal information. For example, sensitive customer information is transferred via industry standard Secure Sockets Layers (SSL), and our databases are protected by two layers of Firewalls. Except as provided elsewhere in this privacy policy, Roku limits access to personal information in electronic databases to those persons in Roku's organization who have a business need for such access. However, you should know that no company, including Roku, can fully eliminate security risks associated with personal information.

Your privacy is very important to us. Due to factors beyond our control, however, we cannot fully ensure that your personal information will not be disclosed to third parties other than those mentioned above. For example, we may be legally required to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications.

Part V. Modifications

We may amend this privacy policy at any time by posting the amended version on our web sites. Prior to any amendment we will endeavor to notify you via email at the address we have on file, to inform you of the amendment.

Part VI. Contact Information

If you have any questions regarding this privacy policy, please contact support at customerservice@roku.com. We will use commercially reasonable efforts to resolve disputes within 90 days.

Roku is located at 12980 Saratoga Avenue, Saratoga, CA 95070, United States of America