Europa Media LLC Terms of Service

Effective: November 11, 2025

IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION:

SECTION 14 BELOW CONTAINS PROVISIONS THAT, WITH LIMITED EXCEPTIONS: (a) REQUIRE THE USE OF ARBITRATION, RATHER THAN COURTS OR JURY TRIALS, TO RESOLVE DISPUTES; (b) REQUIRE YOU TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS AND EXPRESSLY WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES; AND (c) LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE. PLEASE CAREFULLY REVIEW SECTION 14 FOR DETAILS REGARDING THIS DISPUTE RESOLUTION PROCEDURE. BY USING OR ACCESSING THE "EUROPA SERVICES" (AS DEFINED BELOW), YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS OF SERVICE, INCLUDING THE ARBITRATION AGREEMENT, JUST AS IF YOU HAD SIGNED THEM. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, OR IF YOU FAIL TO MEET THE ELIGIBILITY CRITERIA SET FORTH HEREIN, THEN YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE EUROPA SERVICES.

1. Description of the Europa Services

These Terms of Service ("Terms," "Terms of Service," or "Agreement") describe the terms and conditions that govern your use of the websites, mobile applications, platforms, services, and networks owned or operated by Europa Media LLC, a Wyoming limited liability company ("Europa Media," "we," "us," or "our"), including without limitation [Website URL, e.g., europamedia.com] and any related apps or features (collectively, the "Europa Services"). The Europa Services provide news, media content, and related features targeted at audiences in the United States and Europe.

The live and on-demand programs, articles, videos, audio, images, text, graphics, and other materials available through the Europa Services are collectively referred to as "Content." Content may include user-generated contributions ("User Content") and third-party materials. The Europa Services are provided for your personal, non-commercial use unless otherwise specified.

Before using the Europa Services, please review our Privacy Policy, which is incorporated herein by reference. For users in the European Union (EU) or the United Kingdom (UK), our Privacy Policy complies with the General Data Protection Regulation (GDPR) and the UK GDPR and explains your rights regarding personal data.

Europa Media is based in the United States and hosts the Europa Services there. We make no representation that the Europa Services or Content are appropriate or available for use in locations outside the U.S., EU, or UK. If you access the Europa Services from outside these regions, you do so at your own risk and are responsible for compliance with local laws.

2. Acceptance of Terms

By accessing or using the Europa Services, you agree to be bound by these Terms. If you do not agree, you must not access or use the Europa Services. Your continued use constitutes acceptance of any changes to these Terms (see Section 3 below).

For users in the EU or UK: These Terms are consumer-friendly and comply with EU/UK consumer protection laws, such as Directive 2011/83/EU on consumer rights and the UK Consumer Rights Act 2015. Any provision deemed unfair under EU/UK law will be interpreted or severed to comply with such laws without affecting the rest of these Terms.

3. Changes to Terms

We may modify these Terms at any time for reasons such as legal updates, service changes, or new features. Changes will be posted on the Europa Services with the updated date. Material changes will be notified via email (if provided) or prominent notice on the site at least 30 days in advance, unless immediate changes are required by law.

Your continued use after changes constitutes acceptance. For EU/UK users: If a change materially affects your rights, you may terminate your use without penalty before the change takes effect, in line with EU/UK consumer rights.

4. Eligibility and Age Restrictions

To access or use the Europa Services, you must meet certain eligibility criteria designed to ensure compliance with applicable laws in the United States, the European Union, and the United Kingdom, protect the integrity of our platform, and safeguard users, particularly minors. By accessing or using the Europa Services, you represent and warrant that you are at least 18 years of age or the legal age of majority in your jurisdiction of residence, whichever is higher. If you are under 18 (or the age of majority), you are not permitted to create an Account, submit User Content, or access features that require registration without the express consent and ongoing supervision of a parent or legal guardian. In such cases, the parent or guardian must review and agree to these Terms on behalf of the minor, and they assume full responsibility for the minor's compliance with these Terms, including any liabilities arising from the minor's use.

For users in the United States: Eligibility is governed by federal and state laws, including but not limited to the Children's Online Privacy Protection Act (COPPA), which prohibits us from collecting personal information from children under 13 without verifiable parental consent. If you are under 13, you are strictly prohibited from using the Europa Services, and any attempt to do so may result in immediate termination of access and notification to relevant authorities if required by law.

For users in the European Union or United Kingdom: We comply with the General Data Protection Regulation (GDPR), the UK GDPR, and the Audiovisual Media Services Directive (AVMSD), which impose strict requirements for processing data of minors and protecting children from harmful content. If you are under 16 (or the age specified by your EU member state's or UK law for digital consent, which may be as low as 13 in some countries), parental consent is required for processing your personal data. Parents or guardians must provide verifiable consent (e.g., via email confirmation or other methods we specify) before a minor can use interactive features. We may implement age-gating mechanisms, such as self-declaration or third-party verification, to enforce these restrictions. Failure to obtain proper consent may result in denial of access or Account suspension.

You further represent and warrant that: (i) you reside in the United States, an EU member state, or the United Kingdom (or associated territories where EU/UK law applies, such as the EEA); (ii) you are not located in a country subject to U.S., EU, or UK sanctions or embargoes that would prohibit your use of the Europa Services; (iii) you are not a person or entity barred from receiving services under U.S. export controls, EU/UK trade restrictions, or similar laws; and (iv) your use of the Europa Services will not violate any applicable laws, including anti-discrimination, data protection, or content regulations in your jurisdiction.

Access from outside the U.S., EU, or UK may be restricted or unavailable due to geo-blocking or legal constraints, and you access at your own risk, assuming full responsibility for compliance with local laws. We reserve the right to verify your eligibility at any time, including through IP address checks or other methods, and to deny or revoke access if you do not meet these criteria. Violations of this section may lead to immediate termination of your access, deletion of your Account (if any), and potential legal action. By using the Europa Services, you agree to indemnify and hold harmless Europa Media, its affiliates, officers, directors, employees, and agents from any claims, damages, or liabilities arising from your misrepresentation of eligibility or unauthorized use by a minor under your supervision.

Parents or guardians: If you consent to a minor's use, you must monitor their activity and ensure it complies with these Terms. You also consent to our collection and processing of the

minor's data as described in our Privacy Policy, and you represent that you have the authority to provide such consent.

5. Account Registration

Certain features of the Europa Services, such as saving preferences, subscribing to newsletters, participating in forums, commenting on Content, or accessing personalized recommendations, may require you to create an Account. To register, you must provide accurate, complete, and current information, including a valid email address, username, and password. You agree to update your Account information promptly if it changes to ensure it remains accurate and complete. Providing false, misleading, or incomplete information may result in suspension or termination of your Account and denial of access to the Europa Services.

During registration, you may be required to select a username and password. Usernames must not impersonate others, infringe trademarks, or be offensive, as determined in our sole discretion. We reserve the right to reject or change any username that violates these Terms or applicable laws. You are solely responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account, whether authorized by you or not. This includes any User Content submitted, purchases made (if applicable), or interactions with other users. You must notify us immediately via legal@europa.com if you suspect unauthorized access or use of your Account. We are not liable for any loss or damage arising from your failure to protect your Account or from unauthorized use.

You may not: (i) create multiple Accounts for the same individual; (ii) create an Account for someone else without their express permission; (iii) transfer, sell, or share your Account with others; or (iv) use automated tools (e.g., bots or scripts) to create or manage Accounts. Attempts to bypass security measures, such as using VPNs to mask your location or evade bans, are prohibited and may result in permanent termination.

For users in the European Union or United Kingdom: Account registration and data processing comply with GDPR and UK GDPR requirements. We act as the data controller for your personal data, and our processing is based on lawful grounds such as consent (for non-essential features) or legitimate interests (for service provision). You have rights to access, rectify, erase, restrict processing, object to processing, data portability, and withdraw consent at any time, as detailed in our Privacy Policy. We process Account data only as necessary for providing the Services, and you can withdraw consent for non-essential processing at any time, though this may limit functionality. If you are a minor (as defined in Section 4), your parent or guardian must register on your behalf and provide verifiable consent for data processing.

We reserve the right, but not the obligation, to verify Account information, suspend or terminate Accounts for violations of these Terms, suspected fraud, or security risks, and to refuse registration for any reason. Upon termination, you lose access to your Account and any associated data or User Content, which we may delete without liability. You may request Account deletion via your settings or by contacting us, subject to legal retention obligations (e.g., for tax or audit purposes).

By creating an Account, you consent to receive service-related communications (e.g., updates, security alerts) via email or in-app notifications. For promotional communications, you can opt out at any time, but service emails are required for Account maintenance. You represent that you have the legal capacity to enter into these Terms and that your use will not violate any laws. Violations may lead to legal consequences, and you agree to indemnify us against claims arising from your Account misuse.

6. User Content and Conduct; Community Guidelines

The Europa Services may include interactive features such as comment sections, discussion forums, user-generated news submissions, upload tools, or other areas where you can post, upload, or transmit content, including text, comments, messages, photos, videos, audio clips, or other materials (collectively, "User Content" or "Your Contributions"). These interactive areas are designed to foster engagement and community, but you are solely responsible for your use of them and any User Content you submit. You use these features at your own risk, and by submitting User Content, you represent and warrant that you are at least 18 years of age (or the age of majority in your jurisdiction) and that you have all necessary rights and permissions to do so.

Europa Media does not endorse, verify, or guarantee the accuracy, completeness, or appropriateness of any User Content, and we disclaim all liability for it. Through your use of interactive areas, you may be exposed to content that is offensive, inaccurate, deceptive, or harmful. There may also be risks associated with interacting with underage persons, individuals acting under false pretenses, or content that violates laws in your jurisdiction. You assume all such risks, and we are not responsible for any actions you take based on User Content.

Community Guidelines: To maintain a safe, respectful, and lawful environment, you must abide by the following rules when submitting User Content or participating in interactive areas. Failure to comply may result in removal of your User Content, suspension or termination of your Account, and potential legal action. You agree not to upload, post, transmit, or otherwise make available any User Content that:

- Violates or infringes the rights of others, including intellectual property rights (e.g., copyrights, trademarks, trade secrets, or rights of publicity), privacy rights, or any other proprietary rights without the express permission of the owner. The burden is on you to ensure your User Content does not infringe; you will be solely liable for any damages resulting from such infringement.
- Is false, misleading, inaccurate, defamatory, libelous, harassing, threatening, stalking, or abusive, including content that promotes bigotry, racism, hate speech, vulgarity, profanity, or discrimination based on race, ethnicity, religion, gender, sexual orientation, disability, or other protected characteristics.
- Contains or promotes pornography, sexually explicit material, obscenity, lewdness, pedophilia, incest, bestiality, or any content that is exploitative or prurient, including violent images captured primarily for gratuitous purposes.
- Violates any applicable law, regulation, or court order, or advocates, instructs, or discusses illegal activities with the intent to commit them, such as violent crimes, terrorism, social engineering, hacking, or the production/distribution of illegal substances or weapons.
- Poses a threat to personal or public safety, advocates violent behavior, or contains graphic depictions of harm, abuse, or exploitation.
- Is off-topic or irrelevant to the designated theme or purpose of the interactive area.
- Contains unsolicited advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes, or any form of commercial solicitation, unless expressly authorized by us.
- Impersonates any person or entity, including Europa Media employees, affiliates, or other users, or falsely states or misrepresents your affiliation with any person or entity.
- Interferes with other users' enjoyment of the Europa Services, such as by harvesting personal information, posting private details about third parties without consent, or using automated systems (e.g., bots, scripts, or Al tools) to inflate views, post excessively, or disrupt the platform.
- Contains viruses, malware, or other harmful components that could damage, interfere with, or disrupt the Europa Services, servers, or connected networks.
- Violates the privacy of others, including by collecting or disclosing personally identifiable information without explicit consent, or fails to obtain necessary permissions for any identifiable individuals in your User Content (e.g., consent for using names, likenesses, or performances).
- Represents views or endorsements on behalf of Europa Media without our explicit approval, or suggests our endorsement of your User Content.
- Involves compensation, services, or value in exchange for posting, or posts on behalf of organizations, companies, or interest groups without disclosure.

Breaches any other rules or policies we establish for specific interactive areas.

For users in the European Union or United Kingdom: These guidelines comply with the Digital Services Act (DSA), the UK Online Safety Act 2023, and the AVMSD, which require transparency in content moderation. We prohibit content that constitutes illegal hate speech under EU Framework Decision 2008/913/JHA, the UK Equality Act 2010, or promotes disinformation harmful to public health or democracy. You may appeal moderation decisions (e.g., removals) through our internal process or external out-of-court dispute settlement bodies certified under the DSA or UK regulations.

Monitoring and Enforcement: We have the right, but not the obligation, to monitor, screen, edit, refuse to post, or remove any User Content at any time, for any reason or no reason, in our sole discretion. This includes sharing User Content or related information with law enforcement or government agencies if required by law or to protect rights, safety, or property. Decisions to monitor or modify do not create any responsibility or liability on our part. For EU/UK users: Moderation is conducted in a diligent, objective, and proportionate manner per DSA Article 14 and UK Online Safety Act, with human oversight where appropriate. We provide reasons for removals and allow appeals.

License to User Content: By submitting User Content, you automatically grant Europa Media, its affiliates, sublicensees, and assigns a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, publicly display, and otherwise exploit your User Content (in whole or in part) in any form, media, or technology now known or later developed, without compensation to you or any third party. This license includes the right to host, index, cache, tag, and sublicense User Content to partners or third parties for distribution on other platforms. You retain ownership of your User Content but grant us these rights to operate and improve the Europa Services. You represent and warrant that: (i) you own or control all rights to your User Content; (ii) it does not violate these Terms or any laws; and (iii) neither the User Content nor our exercise of these rights will infringe any third-party rights or cause harm.

Moral Rights Waiver: If applicable under laws recognizing moral rights (e.g., in the EU/UK under the Berne Convention), you waive and agree not to assert any moral rights (e.g., attribution, integrity) in your User Content. You consent to our use without identifying you personally, and you release us from any claims related to moral rights. You also permit other users to access, view, store, or reproduce your User Content for personal use.

No Obligation or Confidentiality: User Content is non-confidential, and we have no obligation to treat it as proprietary. We may use it as we deem appropriate, including deleting, editing, or

rejecting it, without notice or liability. We are not obligated to attribute authorship, compensate you, or enforce attributions by third parties. Employees of Europa Media may not submit User Content without supervisory approval.

For U.S. users: These terms align with Section 230 of the Communications Decency Act, limiting our liability for User Content.

Violations may result in barring you from further submissions. We encourage reporting abusive content via legal@europa.com. By participating, you agree to these guidelines and indemnify us against claims arising from your User Content.

7. Intellectual Property and Copyright Ownership

All Content available through the Europa Services, excluding User Content, is owned by Europa Media LLC, our affiliates, licensors, or third-party providers, and is protected by United States copyright laws (including under Title 17 of the U.S. Code), international copyright treaties (such as the Berne Convention), trademark laws, trade secret laws, and other intellectual property rights laws applicable in the U.S., EU, and worldwide. This includes, without limitation, text, articles, software, photographs, videos, graphics, audio, music, sounds, user interfaces, designs, logos, slogans, metadata, and the overall selection, coordination, arrangement, and enhancement of such Content as a collective work. You acknowledge that Europa Media owns or licenses all rights, title, and interest in and to the Content, including any derivative works or improvements thereto.

Nothing in these Terms grants you any ownership rights in the Content or Europa Services. Your access to and use of the Europa Services provides you with a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license solely for your personal, non-commercial viewing and use of the Content, subject to these Terms. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any Content, in whole or in part, without our prior express written permission. This prohibition includes, but is not limited to, framing or mirroring the Europa Services, scraping or data mining Content, using Content for artificial intelligence training or machine learning without explicit authorization, or incorporating Content into any other product, service, or platform. Any permitted downloading or printing of Content is for your personal, non-commercial use only, and you must retain all copyright, trademark, and other proprietary notices contained therein. Except as expressly permitted under applicable copyright laws, no copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material is allowed without our and the copyright owner's express

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Europa Media's trademarks, service marks, logos, and trade dress (collectively, "Marks") displayed on the Europa Services are owned by us or our licensors. You may not use, copy, or imitate the Marks without our prior written consent. Any unauthorized use of the Marks may violate trademark laws and constitute unfair competition.

We respect intellectual property rights and expect users to do the same. For third-party Content, we act as a distributor (not a publisher or creator) and disclaim any responsibility for its accuracy, completeness, or legality. Opinions expressed in third-party Content are those of the respective authors or distributors, not ours. We do not endorse such Content and are not liable for any loss or damage arising from your reliance on it.

If you believe any Content infringes your copyright:

- For U.S. Users (DMCA Compliance): Submit a notice under the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512, to our designated Copyright Agent at Copyright Agent, Europa Media LLC, 30 N Gould St Ste R, Sheridan, WY 82801, or email legal@europa.com. Your notice must include: (1) your physical or electronic signature; (2) identification of the infringed work; (3) identification of the infringing material and its location; (4) your contact information; (5) a statement of good-faith belief that the use is unauthorized; and (6) a statement under penalty of perjury that the information is accurate and you are authorized to act on behalf of the owner. We will respond to valid notices by removing or disabling access to the material and notifying the alleged infringer, who may submit a counter-notice. Repeat infringers may have their Accounts terminated.
- For EU Users: We comply with Directive (EU) 2019/790 on Copyright in the Digital Single Market. Submit infringement notices similarly to the above address/email, providing equivalent details. We will process notices promptly and may remove content pending resolution, in line with EU safe harbor provisions under the e-Commerce Directive (2000/31/EC). You may have rights to appeal decisions under EU law.

By using the Europa Services, you agree not to challenge our intellectual property rights or assist others in doing so. In jurisdictions recognizing moral rights (e.g., in the EU under the Berne Convention), you waive any moral rights in User Content submitted to us and consent to any acts or omissions that might otherwise infringe such rights, including attribution or integrity rights. We reserve all rights not expressly granted herein, and any unauthorized use may result in civil, criminal, or injunctive remedies.

8. Third-Party Content and Links

The Europa Services may include, display, or provide access to content, information, materials, products, services, or features supplied by third parties, including but not limited to advertisers, partners, licensors, news providers, social media integrations, embedded videos, or user-generated links (collectively, "Third-Party Content"). This Third-Party Content may appear in various forms, such as articles syndicated from external sources, sponsored posts, advertisements, embedded iframes, or hyperlinks to external websites, applications, or platforms ("Linked Services"). Europa Media acts solely as a distributor or aggregator of Third-Party Content and not as a publisher, creator, or endorser thereof, unless explicitly stated otherwise. We do not control, monitor, or assume responsibility for the accuracy, completeness, timeliness, reliability, legality, usefulness, merchantability, or fitness for any particular purpose of any Third-Party Content.

Any opinions, advice, statements, services, offers, or other information expressed or made available in Third-Party Content are those of the respective third-party authors, distributors, or providers and do not necessarily reflect the views, policies, or endorsements of Europa Media, its affiliates, or employees. We make no representations or warranties regarding Third-Party Content, and your reliance on it is at your own risk. Under no circumstances will we be liable, directly or indirectly, for any loss, damage, or harm caused by your use of or reliance on Third-Party Content, including but not limited to errors, omissions, interruptions, defects, viruses, or other harmful components that may arise from it. It is your sole responsibility to evaluate the accuracy, completeness, usefulness, or suitability of any Third-Party Content, and we recommend consulting professionals (e.g., legal, financial, medical) as appropriate before acting on any information, opinion, advice, or content obtained through the Europa Services.

When you click on or interact with links to Linked Services, you will leave the Europa Services and be subject to the terms of use, privacy policies, and other practices of those third-party sites or services, which may differ significantly from ours. We do not endorse, control, or assume any responsibility for Linked Services, their content, availability, security, or practices. Your interactions, transactions, or correspondence with third parties through Linked Services, including any personal data you provide or payments you make, are solely between you and the third party. We are not liable for any loss, damage, or disputes arising from such interactions, including but not limited to privacy breaches, fraudulent activities, or unsatisfactory products/services. You should review the applicable terms and policies of any Linked Service before proceeding.

For users in the United States: Our role as a distributor of Third-Party Content is protected under Section 230 of the Communications Decency Act, which immunizes us from liability for

third-party information provided through our platform. We may, but are not obligated to, remove or disable access to Third-Party Content that violates these Terms or applicable laws.

For users in the European Union or United Kingdom: We comply with the e-Commerce Directive (2000/31/EC), the UK Electronic Commerce Regulations 2002, and the Digital Services Act (DSA), which provide safe harbor protections for hosting Third-Party Content as an intermediary service provider. Third-Party Content, including ads and sponsored materials, is clearly labeled to avoid misleading practices under the Unfair Commercial Practices Directive (2005/29/EC) and the UK Consumer Protection from Unfair Trading Regulations 2008. If Third-Party Content involves commercial communications, it adheres to transparency requirements, such as identifying sponsors. We do not engage in aggressive or unfair practices, and you have rights under EU/UK consumer laws, such as the right to withdraw from distance contracts within 14 days (under Directive 2011/83/EU or UK Consumer Contracts Regulations 2013) for any purchases made via Third-Party Content. If Third-Party Content involves personalized targeting, it complies with GDPR/UK GDPR consent requirements; you can withdraw consent or object to processing via our Privacy Policy tools. Report misleading or illegal Third-Party Content to us or your national consumer protection authority (e.g., via the EU's Online Dispute Resolution platform at ec.europa.eu/odr or the UK CMA). Under the DSA and UK Online Safety Act 2023, we act as an intermediary and will remove illegal Third-Party Content upon valid notice, providing reasons and appeal options.

In some cases, Third-Party Content may include tracking technologies (e.g., cookies, pixels) from third parties, which are governed by their privacy policies. Our use of such technologies on the Europa Services is detailed in our Privacy Policy, and for EU/UK users, we obtain consent where required under GDPR, UK GDPR, the e-Privacy Directive (2002/58/EC), and the UK Privacy and Electronic Communications Regulations 2003. We may receive compensation or other benefits from third parties for displaying their content or links, but this does not imply our endorsement.

If you encounter objectionable Third-Party Content or Linked Services, please report it to us at legal@europa.com. We reserve the right, but not the obligation, to investigate and take appropriate action, such as removal or blocking. By using the Europa Services, you agree to indemnify and hold harmless Europa Media, its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, or expenses arising from your use of or reliance on Third-Party Content or Linked Services, including any violations of third-party rights or applicable laws.

This section does not limit any other disclaimers or limitations of liability in these Terms.

9. Advertisements and Promotions

The Europa Services may feature advertisements, sponsored content, promotions, or other commercial materials provided by third-party advertisers, sponsors, partners, or affiliates (collectively, "Advertisements"). These Advertisements may appear in various formats, including but not limited to banner ads, video ads, native or sponsored articles, interstitials, pop-ups, email newsletters, push notifications, or integrated product placements within Content. Europa Media may receive compensation, commissions, or other benefits from these third parties for displaying or facilitating Advertisements, but this does not imply our endorsement, approval, or verification of the Advertisements or the products, services, or offers they promote. Each advertiser is solely responsible for the content, accuracy, legality, and compliance of their Advertisements, including any claims, warranties, or representations made therein.

We make no representations or warranties regarding the quality, safety, suitability, or effectiveness of any products, services, or offers featured in Advertisements. Your interactions, business dealings, correspondence, or participation in promotions with third-party advertisers (including any terms, conditions, warranties, or representations associated with such dealings) are solely between you and the advertiser. This includes, without limitation, providing personal information to advertisers, making purchases, or engaging in transactions. We are not responsible or liable for any loss, damage, dissatisfaction, or harm of any kind incurred as a result of such dealings, the presence of Advertisements on the Europa Services, or your reliance on any information in Advertisements. You assume all risks associated with responding to or acting upon Advertisements, and we disclaim any obligation to monitor, review, or remove Advertisements unless required by law.

Advertisements may include tracking technologies (e.g., cookies, pixels, or beacons) operated by third parties to collect data about your interactions, which may be used for targeted advertising, analytics, or other purposes. Such data collection is governed by the third party's privacy policy, not ours. For details on our own use of tracking in relation to Advertisements, please refer to our Privacy Policy. You can manage your preferences for personalized ads through your browser settings or device options, but opting out may not prevent all tracking or non-personalized ads.

For users in the United States: Advertisements comply with Federal Trade Commission (FTC) guidelines, including clear disclosures for sponsored or endorsed content under 16 CFR Part 255. We are not liable for deceptive advertising practices by third parties, and any disputes should be directed to the advertiser or relevant authorities, such as the FTC.

For users in the European Union or United Kingdom: Advertisements adhere to EU/UK advertising laws, including the Unfair Commercial Practices Directive (2005/29/EC), the UK Consumer Protection from Unfair Trading Regulations 2008, the Audiovisual Media Services

Directive (AVMSD), and the e-Privacy Directive (2002/58/EC as amended) or UK Privacy and Electronic Communications Regulations 2003. All commercial communications are clearly identifiable as such, with sponsors disclosed transparently to avoid misleading consumers. Sponsored content is labeled (e.g., "Sponsored," "Ad," or "Promoted") in a prominent manner. We do not engage in aggressive or unfair practices, and you have rights under EU/UK consumer laws, such as the right to withdraw from distance contracts within 14 days (under Directive 2011/83/EU or UK Consumer Contracts Regulations 2013) for any purchases made via Advertisements. If an Advertisement involves personalized targeting, it complies with GDPR/UK GDPR consent requirements; you can withdraw consent or object to processing via our Privacy Policy tools. Report misleading or illegal ads to us or your national consumer protection authority (e.g., via the EU's Online Dispute Resolution platform at ec.europa.eu/odr or the UK CMA). Under the Digital Services Act (DSA) and UK Online Safety Act 2023, we act as an intermediary and will remove illegal Advertisements upon valid notice, providing reasons and appeal options.

If you are interested in advertising on the Europa Services, please contact our sales team at legal@europa.com for rates, guidelines, and opportunities. We reserve the right to reject or remove any Advertisement at our sole discretion, including those that violate these Terms, our guidelines, or applicable laws. Advertisers must comply with our advertising policies, which prohibit deceptive, offensive, or illegal content, and must warrant that their Advertisements do not infringe third-party rights.

By using the Europa Services, you agree that we may display Advertisements tailored to your interests based on data we collect (as described in our Privacy Policy) or inferred from your activity. You also consent to receiving promotional communications from us or our partners, subject to opt-out rights. For EU/UK users: Such communications require your explicit consent, which can be withdrawn at any time without affecting your access to non-promotional features.

This section does not limit our rights to monetize the Europa Services or partner with third parties. You agree to indemnify and hold harmless Europa Media, its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, costs, or expenses arising from your interactions with Advertisements, including but not limited to breaches of third-party rights, fraudulent transactions, or violations of consumer protection laws. We reserve all rights to pursue remedies against advertisers for non-compliant Advertisements, but we have no obligation to do so on your behalf.

10. Subscriptions and Billing

Europa Media may offer certain premium features, Content, or services through paid subscriptions ("Subscription Services"), such as ad-free access, exclusive articles, newsletters, video on-demand, or bundled products. These Subscription Services are optional and may be available on a recurring basis (e.g., monthly or annually) or as one-time purchases. To access Subscription Services, you must create an Account (as described in Section 5), reside in an eligible jurisdiction (primarily the U.S., EU, or UK), and maintain an active subscription ("Subscription") with a valid payment method ("Payment Method"). Subscriptions may be purchased directly through us or via authorized third-party providers (e.g., app stores like Apple App Store or Google Play, or payment processors like Stripe or PayPal; each, a "Third-Party Provider"). The term "Subscription Provider" refers to us and/or any Third-Party Provider from whom you purchase your Subscription.

By subscribing, you authorize the applicable Subscription Provider to charge your Payment Method for the subscription fee, plus any applicable taxes, service fees, or other charges (collectively, the "Subscription Fee"). ACCESS TO SUBSCRIPTION SERVICES AND RELATED CONTENT IS LICENSED TO YOU ON A LIMITED, REVOCABLE, NON-TRANSFERABLE, NON-SUBLICENSABLE BASIS FOR PERSONAL, NON-COMMERCIAL USE ONLY, AND DOES NOT CONSTITUTE A SALE OR TRANSFER OF OWNERSHIP. Terms like "purchase," "buy," or "own" in relation to Subscriptions do not grant property rights.

Purchasing and Billing Process: If you subscribe directly through us, you will provide your Payment Method details during signup, and we (or our authorized payment processor, the "Payment Service") will handle billing. For subscriptions via Third-Party Providers, billing is managed by them, and you must comply with their terms (e.g., Apple's App Store Terms for iOS users). You represent and warrant that you are authorized to use the Payment Method and that all information provided is accurate and complete. We may validate your Payment Method with an authorization hold (a standard practice that is not a charge). Subscriptions typically begin immediately upon payment confirmation, unless a free trial is offered (see below).

Subscriptions auto-renew at the end of each billing period (e.g., monthly) at the then-current rate, unless canceled. Renewal charges will be applied to your Payment Method on file. If your Payment Method expires, is declined, or changes (e.g., new expiration date), you must update it promptly via your Account settings to avoid interruption. We or the Payment Service may attempt to re-process declined payments multiple times, and you authorize such attempts. If payment fails, your Subscription may be suspended or terminated without notice. You are responsible for all charges, including any bank fees for declined payments (e.g., overdraft fees), which are not our responsibility.

Subscription Fees and Changes: Subscription Fees are displayed at signup and are non-refundable except as required by law or explicitly stated (e.g., during a free trial). We reserve the right to change Subscription terms, including Fees, at any time, effective upon your next billing cycle. We will provide advance notice of material changes via email or in-app notification, giving you the opportunity to cancel before the change applies. Taxes (e.g., VAT in the EU/UK or sales tax in the U.S.) are calculated based on your billing location and are your responsibility. No refunds or credits for partial periods, downgrades, or unused time, unless mandated by law.

Free Trials and Promotions: We may offer free trials or promotional periods. Eligibility is at our discretion, and trials auto-convert to paid Subscriptions unless canceled before the end. Only one trial per user or household; we may use Account data or device identifiers to enforce this. During trials, you authorize a Payment Method hold to ensure seamless transition. Cancel during the trial to avoid charges.

Cancellation and Termination: You may cancel anytime via your Account settings, app store (for Third-Party Provider purchases), or by contacting us at legal@europa.com. Cancellation takes effect at the end of the current billing period; no prorated refunds. We reserve the right to suspend or terminate your Subscription for violations of these Terms, non-payment, fraud, or other reasons, without refund. Upon termination, you lose access to Subscription Services, but these Terms' surviving provisions (e.g., IP rights, disclaimers) remain in effect.

For U.S. Users: Subscriptions comply with federal and state consumer laws, including the Restore Online Shoppers' Confidence Act (ROSCA) for recurring charges and negative option marketing. Auto-renewals require clear disclosures and easy cancellation. Disputes over billing should first be addressed with us; if unresolved, you may pursue arbitration (Section 14). For app-based subscriptions, Third-Party Provider terms apply.

For EU/UK Users: Subscriptions adhere to EU/UK consumer protection laws, including the Consumer Rights Directive (2011/83/EU), the UK Consumer Rights Act 2015, the Unfair Commercial Practices Directive (2005/29/EC), and the UK Consumer Protection from Unfair Trading Regulations 2008. You have a 14-day cooling-off period to withdraw from digital subscriptions without reason, starting from signup (or content access if later), unless you expressly consent to immediate access and waive this right (which we may require for instant Content delivery). To withdraw, notify us via legal@europa.com; we'll refund within 14 days using the original Payment Method. Auto-renewals include clear pre-renewal notices at least 30 days in advance for changes. VAT is included and based on your location (MOSS scheme for cross-border). Under the Digital Content Directive (2019/770) and UK equivalents, we ensure Content conforms to the contract; non-conforming Content entitles you to remedies like price

reduction or termination. Report issues promptly; we aim to resolve within reasonable time. Data processing for Subscriptions is based on contract necessity (GDPR/UK GDPR Art. 6(1)(b)); see Privacy Policy for details. Disputes can be escalated to EU Online Dispute Resolution (ec.europa.eu/odr) or UK equivalents like the CMA or ombudsman services.

You agree not to share Subscription access outside your household or use it commercially. We may monitor usage (e.g., via IP or device limits) to prevent abuse, limiting simultaneous streams or devices. Violations may result in termination without refund.

By subscribing, you indemnify us against claims from unauthorized use of your Subscription or Payment Method. We are not liable for billing errors by Third-Party Providers or interruptions due to payment issues. Contact us for billing questions and we aim to respond within seven (7) business days.

11. Disclaimers and Warranties

THE EUROPA SERVICES, INCLUDING ALL CONTENT, FEATURES, FUNCTIONALITY, SOFTWARE, APPLICATIONS, AND ANY ASSOCIATED PRODUCTS OR SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EUROPA MEDIA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, THE "EUROPA PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, SECURITY, COMPATIBILITY, AND AVAILABILITY. WE DO NOT WARRANT THAT THE EUROPA SERVICES WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, FREE FROM VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. FURTHERMORE, WE DO NOT GUARANTEE THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE EUROPA SERVICES, NOR DO WE ENDORSE OR ASSUME RESPONSIBILITY FOR ANY CONTENT, USER CONTENT, THIRD-PARTY CONTENT, ADVERTISEMENTS, OR LINKED SERVICES ACCESSED THROUGH THE EUROPA SERVICES.

Your use of the Europa Services is entirely at your own risk. We do not warrant that the Europa Services or Content will be compatible with your hardware, software, or devices, or that they will function in any particular environment. Any advice, opinions, or information provided through the Europa Services, whether from us, users, or third parties, is for informational purposes only and should not be relied upon as professional advice (e.g., legal, financial, medical, or otherwise). We disclaim any liability for actions you take based on such information.

Additionally, while we strive to maintain the integrity and security of the Europa Services, we cannot guarantee absolute protection against unauthorized access, data breaches, or other security incidents, and we disclaim any warranties related to data security beyond what is required by law.

The Europa Services may be subject to limitations, delays, and other problems inherent in the use of the internet, electronic communications, or digital platforms, including but not limited to connectivity issues, server downtime, software bugs, or compatibility problems. We are not responsible for any such delays, delivery failures, or damages resulting from these issues. Features, Content, or availability may change or be discontinued at any time without notice, and we disclaim any obligation to update or maintain them.

For users in the United States: These disclaimers are governed by applicable federal and state laws, including limitations under the Uniform Commercial Code (UCC) where relevant. Certain states do not allow the exclusion of implied warranties, so some of the above limitations may not apply to you, and you may have additional rights that vary by jurisdiction. In such cases, any implied warranties are limited to the minimum duration required by law. We also disclaim any warranties arising from course of dealing, usage of trade, or performance.

For users in the European Union or United Kingdom: These disclaimers are limited by EU/UK consumer protection laws, including the Consumer Rights Directive (2011/83/EU), the UK Consumer Rights Act 2015, the Digital Content Directive (2019/770), and national implementations thereof. Implied warranties of conformity, quality, and fitness for purpose apply where mandatory and cannot be fully disclaimed. For digital services, we warrant that the Europa Services will conform to the contract for a reasonable period (typically at least two years under EU/UK law), and you may be entitled to remedies such as repair, replacement, price reduction, or termination if they do not. Under the GDPR/UK GDPR and DSA, we provide transparency on service limitations, but we cannot exclude liability for intentional misconduct or gross negligence. If any disclaimer is deemed unfair under the Unfair Contract Terms Directive (93/13/EEC) or UK Unfair Contract Terms Act 1977, it will be interpreted or severed to comply with EU/UK law without affecting the validity of the remaining Terms. You may have additional statutory rights, such as guarantees under national consumer laws, which these Terms do not diminish.

These disclaimers apply to the maximum extent permitted by law and survive any termination of your access to the Europa Services or these Terms. If applicable law prohibits or limits these disclaimers, they shall be modified to the minimum extent necessary to comply with such law while preserving our intent to disclaim warranties to the fullest permissible extent. By using the

Europa Services, you acknowledge that no oral or written information or advice provided by us or our representatives creates any warranty not expressly stated in these Terms.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EUROPA MEDIA OR THE EUROPA PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, BUSINESS OPPORTUNITIES, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH: (i) YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE EUROPA SERVICES OR CONTENT; (ii) ANY USER CONTENT, THIRD-PARTY CONTENT, ADVERTISEMENTS, OR LINKED SERVICES; (iii) ANY ERRORS, OMISSIONS, INACCURACIES, OR INTERRUPTIONS IN THE EUROPA SERVICES; (iv) ANY VIRUSES, MALWARE, OR HARMFUL COMPONENTS TRANSMITTED THROUGH THE EUROPA SERVICES; (v) ANY ACTIONS OR INACTIONS BASED ON INFORMATION OBTAINED FROM THE EUROPA SERVICES; OR (vi) ANY OTHER MATTER RELATING TO THE EUROPA SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our aggregate liability to you for any claims arising from or related to these Terms or the Europa Services shall not exceed the greater of: (a) the total amount you paid to us for access to the Europa Services in the twelve (12) months preceding the event giving rise to the claim; or (b) one hundred U.S. dollars (\$100). This limitation applies regardless of the number of claims or the legal theory asserted. You acknowledge that this limitation of liability is a fundamental element of the basis of the bargain between you and us, and that we would not provide the Europa Services without such limitations.

We shall not be liable for any loss or damage caused by circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, shortages of transportation facilities, fuel, energy, labor, or materials, or failures of telecommunications or internet infrastructure. Additionally, we are not responsible for any breach of these Terms caused by your actions or omissions, including misuse of the Europa Services, violation of laws, or failure to comply with security recommendations.

Nothing in this section shall limit or exclude our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited under applicable law. Furthermore, we are not liable for any User

Content or interactions between users, as we act merely as a platform provider and disclaim responsibility for user-generated materials under applicable intermediary liability protections.

For users in the United States: This limitation is governed by federal and state laws, including principles under the UCC and common law. Certain jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you in full. In such cases, our liability will be limited to the maximum extent permitted by law. You waive any right to seek equitable relief, such as injunctions, except where necessary to enforce intellectual property rights.

For users in the European Union or United Kingdom: This limitation complies with EU/UK laws, including the Consumer Rights Directive (2011/83/EU), the UK Consumer Rights Act 2015, the Product Liability Directive (85/374/EEC), and national implementations. We cannot exclude or limit liability for gross negligence, willful misconduct, or breaches of essential contractual obligations that go to the root of the contract. Under the Digital Content Directive (2019/770), the UK Digital Content Regulations, and GDPR/UK GDPR, you may have remedies for non-conforming digital content or services, such as price reduction or contract termination, and we cannot limit liability for personal injury, property damage, or violations of fundamental consumer rights (including data breaches causing harm). If any limitation is deemed unfair under the Unfair Contract Terms Directive (93/13/EEC) or UK Unfair Contract Terms Act 1977, it will be severed or modified to comply with EU/UK law, without affecting the validity of the remaining provisions. For cross-border claims, liability is determined under the law of your habitual residence if more protective (per Rome I Regulation or UK equivalents). You may also seek redress through consumer protection authorities or the EU's Online Dispute Resolution platform (ec.europa.eu/odr) or UK equivalents.

These limitations apply to all claims, whether by you or any third party, and regardless of whether the damages were foreseeable. They survive any termination or expiration of these Terms or your access to the Europa Services. By using the Europa Services, you agree that these limitations are reasonable and allocate risks appropriately between the parties. If you are dissatisfied with any aspect of the Europa Services, your sole remedy is to discontinue use.

13. Indemnification

You agree to defend, indemnify, and hold harmless Europa Media LLC, its affiliates, subsidiaries, parent companies, officers, directors, employees, agents, licensors, suppliers, contractors, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees, court costs, and expert witness fees)

arising out of or related to: (i) your access to, use of, or misuse of the Europa Services, Content, or any features thereof; (ii) your violation or alleged violation of these Terms of Service, including any representations, warranties, or covenants herein; (iii) your submission, posting, transmission, or creation of User Content, including any claims that such User Content infringes, misappropriates, or violates any third-party rights (e.g., intellectual property rights, privacy rights, publicity rights, or moral rights); (iv) your interactions with other users, third parties, or any Linked Services accessed through the Europa Services; (v) any unauthorized access to or use of your Account, whether or not you authorized such access; (vi) any breach of applicable laws, regulations, or third-party terms by you or through your use of the Europa Services; (vii) any disputes or issues arising from your reliance on Content, Third-Party Content, Advertisements, or advice obtained via the Europa Services; or (viii) any other acts or omissions by you or on your behalf, including negligence, willful misconduct, or strict liability claims.

This indemnification obligation extends to any claims brought by third parties, including but not limited to users, advertisers, content providers, government entities, or other individuals or organizations, and applies regardless of whether the claim is based on contract, tort, statute, or any other legal theory. You agree to cooperate fully with the Indemnified Parties in the defense of any such claim, including providing information, assistance, and authority as reasonably requested, at your own expense. The Indemnified Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with them in asserting any available defenses. You shall not settle any claim without our prior written consent if such settlement would impose any liability, obligation, or admission of fault on the Indemnified Parties.

For users in the United States: This indemnification is enforceable under applicable federal and state laws, including principles of contract law. It survives any termination or expiration of these Terms or your use of the Europa Services. In jurisdictions where indemnification for negligence is limited (e.g., under certain state laws), this provision shall be interpreted to the maximum extent permitted, excluding only gross negligence or willful misconduct where required.

For users in the European Union: This indemnification complies with EU laws, including the Unfair Contract Terms Directive (93/13/EEC) and national consumer protection rules. It does not apply to claims arising from our own gross negligence, willful misconduct, or breaches of essential obligations under the contract, as such limitations would be unfair. Under the Digital Services Act (DSA) and Consumer Rights Directive (2011/83/EU), consumers are not required to indemnify for liabilities primarily attributable to the service provider. If any part of this section is deemed unfair or unenforceable under EU law, it will be severed or modified accordingly, without affecting the remainder. You retain your statutory rights, such as limited liability for minor breaches.

Your indemnification obligation includes reimbursement for all costs incurred by the Indemnified Parties in investigating, defending, or settling any claim, even if the claim is ultimately unsuccessful. By using the Europa Services, you acknowledge that this indemnification is a material inducement for us to provide access to the Services and that we rely on it in offering the Europa Services at our current terms.

14. Dispute Resolution and Arbitration

IMPORTANT NOTICE: THIS SECTION REQUIRES BINDING ARBITRATION FOR MOST DISPUTES AND WAIVES YOUR RIGHT TO A JURY TRIAL OR CLASS ACTIONS. PLEASE READ CAREFULLY. FOR EU/UK USERS, CERTAIN PROVISIONS MAY NOT APPLY DUE TO CONSUMER PROTECTION LAWS.

We aim to resolve disputes amicably. If you have a concern, contact us first at legal@europa.com. This informal process is a prerequisite before formal proceedings, except for urgent injunctive relief.

If unresolved, disputes arising from or related to these Terms, the Europa Services, Content, privacy practices, or any dealings with us (collectively, "Disputes") shall be resolved as follows:

For U.S. Users: Disputes are subject to binding arbitration under the Federal Arbitration Act (FAA), administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (available at www.adr.org), or another mutually agreed provider. Arbitration occurs in Cheyenne, Wyoming, or via phone/video if agreed. The arbitrator's decision is final and binding, with limited court review. You and we waive jury trials.

- Arbitration Agreement: You and we agree to arbitrate all Disputes on an individual basis.
 No class, consolidated, representative, or private attorney general actions. If this waiver is unenforceable, the Dispute proceeds in court.
- Process: File via AAA. Each party bears their attorneys' fees unless the claim allows recovery.
- Mass Filings: If 25+ similar claims are filed, they proceed in batches per AAA Mass Arbitration Rules, with mediation encouraged.
- Confidentiality: Proceedings are confidential.
- Governing Law: FAA governs arbitrability; substantive claims under Wyoming law.

Arbitration doesn't limit seeking public injunctive relief in court. If arbitration is unenforceable, Disputes go to Wyoming state or federal courts in Cheyenne, Wyoming.

For EU/UK Users: EU/UK laws may prohibit mandatory arbitration or class waivers for consumers. You can resolve Disputes in your local courts or via alternative dispute resolution

(ADR) bodies. We participate in EU Online Dispute Resolution (ec.europa.eu/odr) and UK equivalents (e.g., ombudsman services).

All users waive jury trials to the extent permitted. This section survives termination. If any provision is invalid, the rest remains enforceable.

15. Termination

We may suspend, restrict, or terminate your access to the Europa Services (or any part thereof), your Account, or your Subscription at any time, with or without notice, for any reason or no reason, including but not limited to: (i) violation of these Terms, Community Guidelines, or applicable laws; (ii) suspected fraud, abuse, or unauthorized use; (iii) non-payment or billing issues; (iv) technical or security reasons; (v) inactivity; (vi) requests from law enforcement or government agencies; or (vii) our decision to discontinue or modify the Services. Upon termination, you lose all rights to access or use the Europa Services, and we may delete your Account, User Content, and any associated data without liability or obligation to retain backups.

You may terminate your Account or Subscription at any time via settings or by contacting us at legal@europa.com. Termination is effective immediately, but obligations (e.g., payments due) survive. No refunds for unused periods except where required by law.

For EU/UK users: You can terminate without penalty for material breaches; we provide reasons for our terminations per DSA, with appeal rights. For data, termination triggers erasure rights under GDPR/UK GDPR, subject to retention needs.

16. Governing Law and Jurisdiction

These Terms of Service and any disputes arising out of or related to them, the Europa Services, Content, or your interactions with us shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without regard to its conflict of laws principles that would cause the application of the laws of any other jurisdiction. This choice of law applies to the fullest extent permitted, including matters of formation, validity, interpretation, performance, and enforcement of these Terms.

By using the Europa Services, you agree that any legal action, suit, or proceeding (other than those subject to arbitration under Section 14) shall be brought exclusively in the federal or state courts located in Cheyenne, Wyoming, USA (Laramie County). You hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection to venue or inconvenient forum. This includes waiving any right to assert that such courts lack jurisdiction over you or that the venue is improper.

This section survives termination. If any part is unenforceable (e.g., due to public policy), it shall be reformed to the minimum extent necessary, with the rest remaining in effect.

17. Data Protection

Europa Media LLC is committed to protecting your personal data in compliance with the General Data Protection Regulation (GDPR) for EU users and the UK GDPR (as incorporated into UK law via the Data Protection Act 2018) for UK users. We act as the data controller for personal data processed through the Europa Services. Our contact details are: Europa Media LLC, 30 N Gould St Ste R, Sheridan, WY 82801; email: legal@europa.com.

Personal Data Processing: We process personal data (e.g., name, email, IP address, usage data) for lawful purposes, including providing the Services (contract necessity, Art. 6(1)(b) GDPR/UK GDPR), improving functionality (legitimate interests, Art. 6(1)(f)), marketing (consent, Art. 6(1)(a)), and legal compliance (Art. 6(1)(c)). We minimize data collection and retain it only as long as necessary. Full details, including categories of data, recipients (e.g., service providers), and automated decision-making (if any), are in our Privacy Policy.

Your Rights: Under GDPR/UK GDPR, you have rights to: (i) access your data; (ii) rectify inaccuracies; (iii) erase data ("right to be forgotten"); (iv) restrict processing; (v) object to processing (e.g., for marketing or legitimate interests); (vi) data portability; (vii) withdraw consent (without affecting prior lawfulness); and (viii) not be subject to solely automated decisions with legal effects.

Children's Data: We do not knowingly process data of children under 16 (or lower national thresholds) without verifiable parental consent (Art. 8 GDPR/UK GDPR). See Section 4 for details.

International Transfers: Data is hosted in the U.S. For EU/UK transfers, we rely on adequacy decisions (UK has EU adequacy; EU-US Data Privacy Framework if certified) or Standard Contractual Clauses (SCCs)/UK Addendum. See Privacy Policy for safeguards.

Complaints: If dissatisfied, contact us first. You can lodge complaints with your supervisory authority: EU national DPAs (edpb.europa.eu/about-edpb/about-edpb/members_en) or UK ICO (ico.org.uk/make-a-complaint).

This section supplements our Privacy Policy; review it for comprehensive details. By using the Services, you acknowledge our data practices.

18. Miscellaneous

These Terms of Service, together with our Privacy Policy and any other policies, guidelines, or agreements referenced herein (e.g., Community Guidelines, Subscription terms), constitute the entire agreement between you and Europa Media LLC regarding the Europa Services and supersede all prior or contemporaneous understandings, whether oral or written. No amendment, modification, or waiver of any provision shall be effective unless in writing and signed by an authorized representative of Europa Media. Our failure to enforce any right or provision shall not constitute a waiver of such right or provision, nor shall it preclude future enforcement. Waivers must be explicit and in writing.

If any provision of these Terms is held invalid, illegal, or unenforceable by a court or competent authority, such provision shall be severed or modified to the extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect. The section headings are for convenience only and have no legal or contractual effect.

You may not assign, transfer, or delegate any rights or obligations under these Terms without our prior written consent. We may freely assign, transfer, or delegate these Terms, in whole or in part, to affiliates or in connection with a merger, acquisition, reorganization, or sale of assets, without notice to you.

Notices to you may be sent via email to your registered address, posted on the Europa Services, or delivered through in-app notifications, and shall be deemed effective upon sending or posting. You consent to electronic communications for all purposes, satisfying any legal requirements for written notice. Keep your contact information current; we are not liable for undelivered notices due to outdated details.

Email Communications and CAN-SPAM Compliance: By providing your email address (e.g., during Account registration or subscription), you consent to receive service-related and promotional emails from us, including newsletters, updates, offers, and marketing materials. Service-related emails (e.g., Account notifications, billing confirmations) are necessary for using the Europa Services and cannot be opted out of while your Account is active. For promotional or commercial emails, you may opt out at any time by clicking the "unsubscribe" link in the email, updating your preferences in your Account settings, or contacting us at legal@europa.com. We will honor opt-out requests promptly, within 10 business days, and will not charge any fee for opting out. All commercial emails will: (i) clearly identify themselves as advertisements; (ii) include accurate header and subject lines that are not false or misleading; (iii) provide a valid physical postal address for Europa Media LLC at 30 N Gould St Ste R, Sheridan, WY 82801; and (iv) include a functional return email address or other internet-based mechanism for opt-out requests. We do not harvest email addresses or use deceptive practices

to obtain them. If you believe an email from us violates the CAN-SPAM Act, please report it to us for investigation. For more details on our email practices, see our Privacy Policy.

The Europa Services are controlled from Wyoming, USA. You agree to comply with all applicable export laws, including U.S. Export Administration Regulations and EU/UK export controls. No Software or Content may be exported or re-exported in violation of these laws.

We are not liable for delays or failures in performance caused by events beyond our reasonable control (force majeure), including acts of God, war, terrorism, riots, embargoes, civil unrest, strikes, natural disasters, pandemics, cyberattacks, or governmental actions.

These Terms do not create any agency, partnership, joint venture, employment, or fiduciary relationship between you and us. You are an independent user.

For EU/UK users: These Terms are drafted in clear, intelligible language per EU/UK consumer laws. If ambiguous, they are interpreted in your favor. You have rights under the DSA and UK Online Safety Act 2023 for transparency and non-discrimination. No provision limits mandatory EU/UK rights, such as data portability under GDPR/UK GDPR or remedies under consumer directives.

Contact us at legal@europa.com for questions.