

PLEASE READ THIS USER SUBSCRIBER AGREEMENT “SUBSCRIBER AGREEMENT”, OR “AGREEMENT” CAREFULLY BEFORE USING THE AGN LAS VEGAS ENTERTAINMENT XTREME LIVE TV+ SERVICE, AGN LAS VEGAS XTREME LIVE TV+ SERVICE.

THIS AGREEMENT WILL GOVERN YOUR USE OF THE AGN LAS VEGAS XTREME LIVE TV+ SERVICE (APP).

You agree to the User Subscriber Agreement by clicking to the terms and conditions | agree and continue or other mechanism during the AGN Las Vegas Live TV+ registration process of your agreement when you use any aspect of the AGN Las Vegas Live TV+ Service. If you do not agree to the User Subscriber Agreement, you may not use the AGN Las Vegas Live TV+ Service. We may amend this agreement and give ample notice to be effective 30 days. If you do not agree to any change to the User Subscriber Agreement, you must discontinue using the AGN Las Vegas Live TV+ Service. Our customer service representatives are not authorized to modify any provision of the User Subscriber Agreement, either verbally or in writing.

Any dispute between you and us, except for small claims, is subject to a class action waiver and must be resolved by individual binding arbitration. Please read the arbitration provision in the agreement as it affects your rights under this contract.

User Eligibility and Registration. a. **Eligibility and Age Limitations.** Only residents of the countries where we offer the AGN Las Vegas Live TV+ Service are eligible to register for a AGN Las Vegas Xtreme Live TV+ account. The User Subscriber Agreement governs for residents of the countries where the App is made available.

a. You must be 18 years of age, or the age of majority in your state or territory of residence, to purchase the AGN Las Vegas Live TV+ Service. The AGN Las Vegas Live TV+ Services are provided to individuals for their personal, noncommercial use only. Individuals under the age of 13 are not eligible for an AGN account and are not permitted to provide personal information to AGN Las Vegas Xtreme Live TV+.

b. **Registration.** Only individuals that have registered for an AGN account, has provide entry field information such as a valid email address, and agree to the Subscriber Agreement are eligible to use the AGN Las Vegas Live TV+ Service. You are solely responsible for maintaining the confidentiality of and security of your username and password and for all activities that occur on or through your AGN accounts. However, if you allow others to access your AGN account, this Subscription Agreement also applies to their access, use, and disclosure of information. You agree to immediately notify AGN Las Vegas Live TV+ Service of any unauthorized access to your AGN account(s). AGN Las Vegas Live TV+ Service will not be responsible for any losses arising from the unauthorized use of your AGN accounts.

c. **Notices.** Any notices AGN Las Vegas Live TV+ Service delivers to you may be made as follows: i. by email to the last email address provided by you or ii. By posting a notice on the AGN Las Vegas Live TV+ Service. You agree to provide and maintain accurate, current, and complete information, including your contact information for notices and other communications from us. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password, or other account information, or another person's name or likeness, or provided false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide.

Subscription Terms. a. **Subscription and Auto Renewal.** Your subscription to the AGN Las Vegas Live TV+ Service includes enrollment into an ongoing/recurring payment plan. Your subscription(s) will automatically be renewed at the end of the disclosed monthly billing period, unless cancelled in accordance with the instructions for cancellation below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. You acknowledge that the timing of when you are billed may vary such as if you have a monthly subscription and became a paying subscriber on January 31, your payment method would be billed next on February 28. We reserve the right to change our pricing. In the event of price change, we will attempt to notify you sixty days in advance of the change by sending an email to

the email address you have currently registered for your account. If you do not wish to accept a price change, you may cancel your subscription in accordance with the instructions included in that email and below. If you do not cancel your subscription after the price change takes effect and prior to the start of your new subscription period, your subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party internet access charges and taxes in connection with your use of the AGN Xtreme Live TV+ Service. Please check with your Internet Provider for information on possible Internet data usage charges.

Free Trials. Your AGN Xtreme Live TV+ Service may begin with a free trial. Availability of a free trial is not guaranteed, however if free trial is available, it is only available on the specified term of the free trial period and to first time Users Subscribers who have not previously used a free trial period with AGN Xtreme Live TV+ Service. Which also applies to using the same payment method sign-up. Your first payment will be charged to your chosen payment method immediately following the free trial, unless cancelled before the trial period ends. You may cancel your subscription at any time before the end of your free trial. We provide notice of the terms of the free trial at the time you sign up and you may or may not receive a separate notice that your free trial is about to end or has ended, or that your paid subscription has begun.

Cancellation and Refund Policy. You can cancel your subscription at any time before the end of the current billing period or free trial. Cancellation will take effect at the end of the current billing period or free trial, and you will still be able to access the AGN Xtreme Live TV+ Service until then. We do not refund or credit for partially used billing periods. To cancel your AGN Xtreme Live TV+ Service subscription, navigate to your login and click on Subscription, press cancel or email us at agnxtremelivetvacct@gmail.com input on the Subject line (type) “cancel my subscription” add your account number located at the top right side of your invoice. If you subscribed via a third party you must cancel your subscription via the third-party.

Payment Intel. We will keep your payment intel information on file and process automatically monthly recurring payments. You are responsible for keeping your payment up to date. Any expired or unable to process payment whatsoever, your service will be temporarily interrupted until a billing payment method has been verified, caught up to status, as an active payment method. You authorize us to continue to charge your placement card on file and/or updated intel payment information. You also agree that we may charge your payment method on file if you decide to restart, rekindle your AGN Xtreme Live TV+ Service subscription.

Subscriptions Obtained via Third Parties. If you obtain a Service subscription via a third-party, that subscription is also subject to the third party's terms, and the provisions in this User Subscriber Agreement concerning subscription purchase, billing, cancellations, refunds, and payment do not apply to that subscription to the extent this User Subscriber Agreement conflicts with the applicable third-party's terms. For subscriptions obtained via a third-party, your billing relationship will be directly with the applicable third-party. Any fees charged for your AGN Xtreme Live TV+ Service will be billed by the applicable third party using the payment information you have provided to such third-party. To cancel a Service subscription obtained via a third party, please contact the third party in which you have signed up with to cancel.

Pay Per View Events. AGN Xtreme Live TV+ may offer one-time pay per view events. You will be charged for pay per view events at the time of purchase to your chosen payment method. During your trial period.

Copyright License Grant and Restrictions. License. Within the Territory and subject to the terms and conditions in this User Subscriber Agreement, AGN Xtreme Live TV+ grants you a limited, personal use, non-transferable, non-assignable, revocable, non-exclusive, and non-sublicensable right to do the following:

Install and make non-commercial, personal use of the AGN Xtreme Live TV+ Service; and stream or temporarily download copyrighted materials, including but not limited to movies, television shows, other entertainment or informational programming, trailers, bonus materials, images, and artwork, the AGN Xtreme Live TV+ Content, that are available to you from the AGN Xtreme Live TV+ Service. This is a

license agreement and not an agreement for sale or assignment of any rights in the AGN Xtreme Live TV+ Content or Service. The purchase of a license to stream or temporarily download any AGN Xtreme Live TV+ Content does not create an ownership interest, including the copyrights, trademarks, service marks, trade names, trade dress and other intellectual property rights in the AGN Xtreme Live TV+ Content, are owned by AGN Xtreme Live TV+, its affiliates and/or other licensors, and is protected by the copyright laws of the United States, as well as other intellectual property laws and regulations.

Restrictions on Your Use of the AGN Xtreme Live TV+ Content. You agree that as a condition of your license, you may not and agree not to: circumvent or disable any content protection system or digital rights management technology used in connection with the AGN Xtreme Live TV+ Service or Content.; copy the AGN Xtreme Live TV+ Content; rebroadcast, transmit or perform the AGN Xtreme Live TV+ Content; create derivative works of the AGN Xtreme Live TV+ Content; or all third-party to violate the above restrictions.

Restrictions on Your Use to the AGN Xtreme Live TV+ Service. You agree that as a condition of your license, you may not and agree not to: move, decompile, reverse-engineer, disassemble, or otherwise reduce to human-readable form the AGN Xtreme Live TV+ Service and/or the video player(s), underlying technology, any digital rights management mechanisms, device, or other content protection or access control measure incorporated into the video players(s); modify the AGN Xtreme Live TV+ Service, including, but not limited to, by removing identification, copyright or other proprietary notices from the AGN Xtreme Live TV+ Content or Service.; access or use the AGN Xtreme Live TV+ Service in a manner that suggests an association with our products, services or brands; use the AGN Xtreme Live TV+ Service for any commercial or business related use or in any commercial establishment or area open to the public (e.g., lobby, bar, restaurant, diner, stadium, casino, club, café, theater, etc. or build a business utilizing the AGN Xtreme Live TV+ Content or Service, whether or not for profit; create derivative works of any components of the AGN Xtreme Live TV+ Service owned by BCD Media Holdings Group, LLC, any updates, or any parts thereof, except as and only to the extent that any

foregoing restriction is prohibited by applicable law; bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the AGN Xtreme Live TV+ Service; access, monitor or copy, or permit another person or entity to access, monitor or copy, any element of the AGN Xtreme Live TV+ Service using a robot, spider, scraper or other automated means or manual process without our express written permission; damage, disable, overburden or impair the AGN Xtreme Live TV+ Service; use the AGN Xtreme Live TV+ Service in any unlawful manner inconsistent with this Subscriber Agreement; share your login credentials with third parties; or otherwise allow third-parties to violate the above restrictions.

Violations. Any attempt to perform any of the restrictions listed above is a violation of the rights of AGN Xtreme Live TV+, and the copyright holders.

Usage Terms. AGN Xtreme Live TV+ Compatible Devices. Use of the AGN Xtreme Live TV+ Service requires compatible devices, and certain software may require periodic updates, and your use of the AGN Xtreme Live TV+ Service may be affected by the performance of these elements. You can access AGN Xtreme Live TV+ Service with almost any Internet-connected computer or through certain mobile or other devices (Internet connection required) each, Compatible device.

Internet Connection. You must have a high-speed Internet connection to access and use certain aspects of the AGN Xtreme Live TV+ Service. Currently up to two Users per account at any time. The number of users access may change at our discretion.

Downloading AGN Xtreme Live TV+ App may be limited to a maximum of ten (10) compatible devices for each of the AGN Xtreme Live TV+ Service. You must connect your Compatible device to the Internet and access the AGN Xtreme Live TV+ Service at least once every thirty (30) days to ensure that you are properly billed.

Profile. We offer the option to personalize use of the AGN Xtreme Live TV+ Service through the creation of one or more profiles under one account. You may designate a profile as a Kid profile, which will restrict viewing of certain Content from within that profile.

AGN Xtreme Live TV+ Availability. Certain AGN Xtreme Live TV+ Content, Service subscription may not be available in all countries or territories within the Territory. Geographic restrictions will be enforced according to the location from which you are accessing the AGN Xtreme Live TV+ Service, and we may use different technologies and methods to verify your geographic location.

AGN Xtreme Live TV+ Content Availability and Blackouts. Certain Content is only available in the United States. Certain live sporting events and content available through the Sports Channels may be subject to blackouts. Blackouts will be enforced according to the location from which you are accessing certain Sports Channels or applicable third-party services, and we may use different technologies and methods to verify your location. If you do not enable location access on your device, you will not be able to access the AGN Xtreme Live TV+ Service. Subscriptions to third-party's products and services that you purchase or access through your AGN Xtreme Live TV+ Service subscription will also be subject to blackout policies of the applicable sports leagues. Such policies may be made available or communicated to you in connection with your purchases of league-specific content.

Future Unavailability. It is possible that the AGN Xtreme Live TV+ Content may not be available for streaming or downloading at any given time including, during any maintenance or update periods, any power or server outages, because of war, riots, strikes, social unrest, or because of other matters beyond the control of us or third parties. AGN Xtreme Live TV+ will take reasonable efforts to provide you with as much prior notice as possible; however, AGN Xtreme Live TV+ shall have no liability to you in such event. There may be times when we must remove certain features or functionality and/or devices or platforms from being able to access the AGN Xtreme Live TV+ Service. We will do our best to let you know of any of these changes, usage rules and restrictions, but you acknowledge that we may do so in our sole discretion at any time without notice. You also agree that we will not be liable to you for any modification, suspension, or discontinuance of the AGN Xtreme Live TV+ Service, although if you are a subscriber and we suspend or discontinue your subscription to the AGN Xtreme Live TV+ Service, we may, in our sole discretion, provide you with a credit, refund, discount

or other form of consideration. However, if we terminate your account or suspend or discontinue your account access to the AGN Xtreme Live TV+ Service due to your violation of the Subscriber Agreement, then you will not be eligible for any such credit, refund, discount, or other consideration.

Experimental Features. We may from time to time, with respect to any or all our users, experiment or otherwise offer certain features or other elements of the AGN Xtreme Live TV+ Service, including promotional features, user interfaces, plans and pricing. Your use of any updates, modifications to, or replacement versions of AGN Xtreme Live TV+ Service shall be governed by this Subscriber Agreement and any additional terms you agree to when you install such updates, modification, or replacement version.

Binding Arbitration and Class Action Waiver. Proceedings to resolve or litigate a dispute in any forum will be conducted on an individual basis. Neither you nor AGN Xtreme Live TV+ will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings. You and AGN Xtreme Live TV+ agree to arbitrate, as provided below, all disputes involving AGN Xtreme Live TV+ or its affiliates, that are not resolved informally, except disputes relating to the ownership of enforcement of intellectual property rights.

Dispute includes any dispute, action, or other controversy, whether based on past, present or future events, between you and us concerning the AGN Xtreme Live TV+ Service, or this Agreement, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. You and AGN Xtreme Live TV+ empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or the formation of this Agreement, including the arbitrability of any dispute and any claim that all or any part of this Subscriber Agreement are void and voidable.

If you, AGN Xtreme Live TV+ do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by

binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the United States Federal Arbitration Act. You are giving up the right to litigate a dispute in court before a Judge or Jury. All claims filed shall be held in Lewisville, Texas.

You understand and agree that the AGN Xtreme Live TV+ Content you receive through our Service is intended for information and entertainment purposes only; it does not constitute legal, financial, professional, medical, or healthcare advice or diagnosis and cannot be used for such purposes.

Content Subjectivity. AGN Xtreme Live TV+ Content tends to elicit varying reactions among different people. You may come across Content that you find offensive, indecent, explicit, or objectionable. Also, content ratings, types, genres, categories, and/or descriptions are provided as suggestions to help with navigation and for informational purposes. We do not guarantee that you will agree with them. You acknowledge these risks and your responsibility for making your own choices regarding what Content is appropriate for you or your family.

Photosensitivity. Some Content viewing may contain flashing lights sequences or pattern which may affect users who are susceptible to photosensitivity epilepsy or other photosensitivity. Additionally, 4K UHD HDR content versions enable greater brightness and color saturation which may also affect users.

Content Quality. We use various technologies to provide you with an optimal viewing experience. Your location, the speed, bandwidth and specific terms of your Internet service, and other devices and/or equipment used, among other things. The time it takes you to begin viewing AGN Xtreme Live TV+ Content will vary based on several things, including your location, Internet bandwidth, the number of devices simultaneously connecting to the same network, the AGN Xtreme Live TV+ Content you have selected, and the configuration of the device you are using. As a result, we are unable to make any warranties about the AGN Xtreme Live TV+ Content in these respects.

Third-Party Services and Content. The AGN Xtreme Live TV+ Service may integrate, be integrated into, or be provided in connection with third-party services and content. These third-party beneficiaries are not a party

to this Agreement. You agree that your access using these third-party shall be subject to the usage terms and conditions set forth in the applicable third-party beneficiary's terms of service.

Mobile Networks. When you access the AGN Xtreme Live TV+ Service through a mobile network, your network or roaming provider's messaging, data and other rates and fees may and will apply. Downloading, installing, or using the AGN Xtreme Live TV+ Service may not work with your network provider or device.

Submissions and Unsolicited Ideas Policies. Our policy does not allow us to accept or consider unsolicited creative ideas, suggestions, or materials. In connection with anything you submit to us, whether solicited by us, you agree that creative ideas, suggestions, or other material you submit are not being made in confidence or trust and that no confidentiality or fiduciary relationship is intended or created between you and us in any way, and that you have no expectations of review whatsoever, compensation, or consideration of any type. We do not claim ownership over any ideas, suggestions, or other materials submitted; however, as to such materials, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, display, create derivative works, or otherwise exploit them for any purpose without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

You may contact us as follows:

by email at: agnxtremelivetvacct@gmail.com

by phone at: (214) 997-4331

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This Agreement is governed by and construed in accordance with the laws of the State of Texas and the laws of the United States, without giving effect to any conflict of law principles.

Severability. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions.

Survival. The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.

Entire Agreement. This User Subscriber Agreement and the provisions referenced herein, constitute the entire agreement between you and AGN Las Vegas Entertainment Xtreme Live TV+, AGN Las Vegas Xtreme Live TV+ and its affiliates pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written. No waiver of any of the provisions of the User Subscriber Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.