

## **DISNEY SHIELD**

### **Terms of Use**

**Updated: November 7, 2023**

Walt Disney Pictures (“**Disney**”, “**we**”, “**us**” “**our**”) welcomes you to “**Disney Shield**,” which includes the Disney Shield website relating to any security assessments (“**Security Assessments**”) requested by Disney or any of its affiliated companies (“**Affiliates**”) and any Security Assessment materials, including, but not limited to, questionnaires, notes, draft reports and final reports (“**Reports**”) and related materials accessible through Disney Shield (“**Assessment Materials**”). **PLEASE BE ADVISED THAT USE OF DISNEY SHIELD IS NOT FOR PERSONAL USE, BUT ONLY FOR AUTHORIZED USE UNDER THESE TERMS OF USE (“TOU”) RELATED TO SECURITY ASSESSMENTS FOR DISNEY OR ONE OF ITS AFFILIATES.** In order to access Disney Shield or any portion hereof, you must affirmatively agree to these TOU and any other terms and conditions and policies that are provided or included with, or on, this website, including, but not limited to, The Walt Disney Company Terms of Use and privacy policies, (“**TWDC Terms and Conditions**” and together with the TOU, “**Terms and Conditions**”) which Terms and Conditions can be modified or updated from time to time by Disney in its sole discretion. You must also continue to comply with the terms of any written agreement that you have in place with Disney or its Affiliates related to the Security Assessments and Assessment Materials (“**Agreement**”). If the Agreement is terminated, for whatever reason, or expires, the Authorized User must immediately exit and cease using Disney Shield. Your access to Disney Shield in no way alters any terms of the Agreement, and in the event of a conflict between these Terms and Conditions and the terms in the Agreement, the terms in the Agreement prevails.

By clicking on the accept button, you affirmatively agree to be bound by these Terms and Conditions and that these Terms and Conditions govern your access to, and use of, Disney Shield from the time you first accessed Disney Shield. These Terms and Conditions also require you to be bound by any notices and/or restrictions included on or with the Assessment Materials (“**Notices and Restrictions**”). If you do not agree to be bound by these Terms and Conditions, you are not entitled to access or use Disney Shield.

#### ***Access to Disney Shield***

In order to access and use Disney Shield, you must be an individual user who either (i) is an employee of Disney or one of its Affiliates or (ii) is not an employee, but who is a designated user of (a) a vendor who may be given access to, or does or will access, content of Disney or its Affiliates, or a company that provides Security Assessments for Disney or its Affiliates and (b) has been expressly authorized in writing by Disney or one of its Affiliates to access and use Disney Shield (each, an “**Authorized User**”).

If you are an Authorized User who is an employee of Disney or one of its Affiliates, your access to Disney Shield is also subject to The Walt Disney Company’s Computer Usage and Security

Policy and other employee guidelines and policies. If you are an Authorized User, you may only access Disney Shield for the time permitted by Disney.

### ***Territory***

Disney Shield is available for use by Authorized Users residing in the United States, certain of its territories and protectorates and any other country approved by Disney or its Affiliates, and use shall only be in such applicable country, territory or protectorate ("**Territory**").

### ***License***

Within the Territory and subject to these Terms and Conditions, Disney grants you a limited, non-transferable, non-assignable, revocable, non-exclusive and non-sublicensable right to use the Assessment Materials only as authorized under these Terms and Conditions and your Agreement and only for the time permitted by Disney.

### ***Rights***

All access to Disney Shield is limited to those portions of Disney Shield made available through standard browser programs. You shall not use any workarounds or other methods to exceed the scope and duration of access. You shall access only those portions of Disney Shield applicable to you as permitted by Disney.

If you are a designated user of a vendor who may be given access to, or does or will access, content of Disney or its Affiliates, you may store a copy of the Assessment Materials only on devices secured and managed by vendor.

### ***Restrictions***

All pages of the Disney Shield website and all Assessment Materials are owned by, and the proprietary information of, Disney and its Affiliates and are highly sensitive and confidential. You agree to take all steps necessary to prevent any page of the Disney Shield website and any Assessment Materials from being disclosed to, or given access to, anyone who is not an Authorized User. Assessment Materials may not be downloaded, reproduced, copied, republished, transmitted, modified, distributed or otherwise used in any way, except as expressly set forth in these Terms and Conditions. You agree not to bypass, modify, defeat or tamper with or circumvent any of the functions or protections of Disney Shield, including, but not limited to, mechanisms that protect or limit use or access to Disney Shield. You may not decompile, reverse engineer, disassemble or otherwise reduce any Disney Shield to a human-readable form; remove identification, copyright or other proprietary notices; or access or use Disney Shield in a manner that suggests an association with our products, services or brands. You agree not to use or attempt to use Disney Shield from outside the Territory. You may not access or use Disney Shield in violation of United States export control and economic sanctions requirements. You agree not to use Disney Shield in any unlawful manner, for any unlawful purpose, or in any manner

inconsistent with these Terms and Conditions. Any use of Disney Shield in any manner not expressly permitted in these Terms and Conditions or the Agreement is a violation of Disney's copyright and other proprietary rights and these Terms and Conditions.

### ***Responsibility for Use***

You are entirely responsible for any and all access to Disney Shield through the link that was sent to you to access Disney Shield. You agree to immediately notify Disney of any unauthorized use of Disney Shield or any other breach of security known to you.

### ***Unavailability***

Disney Shield may not be available (i) during any maintenance or update periods determined by Disney, (ii) during any power or server outages or (iii) as a result of other events or circumstances beyond the control of Disney or third parties.

### ***Disclaimer of Warranties and Limitation of Liability***

YOU ACKNOWLEDGE AND AGREE THAT DISNEY SHIELD ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DISNEY AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISNEY AND ITS AFFILIATES DO NOT WARRANT THAT THE OPERATION OF DISNEY SHIELD WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT DISNEY SHIELD OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DISNEY AND ITS AFFILIATES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF DISNEY SHIELD IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT DISNEY OR ITS AFFILIATES) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION TO ANY DAMAGES THAT MAY OCCUR AS A RESULT OF YOUR ACCESS TO DISNEY SHIELD. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL DISNEY OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS) THAT RESULT FROM YOUR ACCESS TO DISNEY SHIELD, OR YOUR INABILITY TO ACCESS DISNEY SHIELD, EVEN IF DISNEY OR ANY OF ITS AFFILIATES OR ANY OF ITS OR THEIR AUTHORIZED REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### ***Indemnity***

You shall defend, indemnify and hold Disney and its Affiliates and each of its and their employees, officers, directors, agents, successors and assigns harmless from and against all liabilities, claims,

damages and expenses, including attorney's fees, resulting from your access to, or use of, any part of Disney Shield. Disney or its Affiliates reserves the right to assume control of the defense of the suit or proceeding. Otherwise, you shall have the full responsibility for and control of the defense (including any settlement) of any such suit or proceeding; provided, however, that (i) such defense shall be conducted at your sole cost and expense, (ii) you shall keep Disney or its Affiliates, whichever is applicable, informed of, and consult with Disney or its Affiliates, whichever is applicable, in connection with the progress of such litigation and settlement and (iii) you shall not have the right to settle any such claim without the prior written approval of an officer of Disney or its Affiliates, whichever is applicable, if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to, or admission or acknowledgment of, any wrongdoing (whether in tort or otherwise) on the part of Disney or any of its Affiliates.

### ***No Advertising, Solicitation or Endorsement***

You shall acquire no right to use, and shall not, directly or indirectly, assist any other party to use the names "Disney," "ABC," "ESPN," "Pixar," "Marvel," "Lucasfilm," "20th Century Studios," "Searchlight Pictures," "National Geographic," "El Capitan Theatre" or "BAMTech" (either alone or in conjunction with or as a part of any other word or name) or any fanciful characters or designs of The Walt Disney Company or any of its Affiliates: (i) in any advertising, publicity or promotion or other disclosure, (ii) in any in-house publication, (iii) to express or imply any endorsement of any product or service or (iv) in any other manner or for any purpose whatsoever (whether or not similar to any of the foregoing). Additionally, you shall not be entitled to any credit or attribution, unless expressly approved in writing by Disney, which may be granted or withheld in Disney's sole discretion.

### ***Termination***

Disney, in its sole discretion and at any time without any liability, shall be entitled to terminate your access to Disney Shield, including, but not limited to, (i) if we believe you are accessing or have accessed Disney Shield in violation of these Terms and Conditions, applicable law or regulations or in any manner other than for their intended purpose, (ii) if you are in breach of any of the terms of the Agreement or (iii) if you did not access Disney Shield in the prior 180 days. In addition, you understand that we may modify or cease providing all or a portion of Disney Shield at any time without notice. Your authorization to access and use Disney Shield shall also terminate upon the expiration or sooner termination of the Agreement.

### ***Choice of Law and Forum***

These Terms and Conditions are construed and enforced in accordance with the laws of the State of California in the United States. Any dispute between you and Disney or one of its Affiliates arising out of, or in connection with, these Terms and Conditions shall be submitted to the Superior Court in and for the County of Los Angeles, State of California (or if the Superior Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction) for trial and determination by the court. Said

parties hereby consent to the exclusive jurisdiction of such court and to the service of process by mail outside the State of California pursuant to the requirements of such court in any matter so to be submitted to it. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING.