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VIZIO Account Terms of Use

Note: If you use your VIZIO OS product (VIZIO internet-connected TVs and other products that use a VIZIO-branded operating system, such as “SmartCast” or “VIZIO OS”) and services with a Walmart account, then you are subject to the [Walmart Terms of Use](#), [VIZIO Product Terms of Service](#), and the VIZIO Mobile Terms of Use.

Last modified: March 16, 2026

These are the Terms of Use (“Terms”) for VIZIO Account. These Terms tell you the terms and conditions regarding your access to and use of VIZIO Account, the VIZIOgram feature of VIZIO Account, and any related software and services (“Service” or “Services”).

Starting in mid-2024, a VIZIO Account is used in certain VIZIO OS products to enable and receive Smart TV functionality, including WatchFree+, VIZIOgram, and other new product

VIZIO is owned by Walmart Inc. Starting in 2020, a Walmart account is required for certain VIZIO OS products to enable and receive Smart TV functionality, including WatchFree+, VIZIOgram, and other new product features and updates, although a VIZIO Account may be permitted for a limited time.

Conversion from a VIZIO Account to a Walmart account is an optional feature in older VIZIO OS products.

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BY CREATING AND/OR USING A VIZIO ACCOUNT, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.

These Terms of Use contain a binding arbitration agreement and a class action waiver for United States residents. If you live in the United States, the binding arbitration agreement and class action waiver affect your rights under this Service. Please read the text under the section titled “Binding Arbitration; Class Action Waiver (U.S. Residents Only)” carefully.

Only US Residents are eligible to create a VIZIO Account. When you use someone else's services or products, like watching content on a third party service, they will have their own terms of use which apply.

1. CREATION OF A VIZIO ACCOUNT

You may elect to provide information related to your social networking or other accounts (e.g., Apple, Facebook or Google) or payment information so that you can use your VIZIO Account to purchase content or subscribe to third party subscription services. If you signed up for a VIZIO Account with a third-party account (e.g., Apple, Facebook or Google), this third-party ID will be associated with your VIZIO Account.

You are solely responsible for maintaining the confidentiality of your VIZIO Account access credentials and other account information. You agree to keep all contact information accurate and up to date. You also agree to notify VIZIO immediately of any unauthorized use of your account or any other breach of security.

2. ELIGIBILITY FOR ACCOUNT

VIZIO Account creation requires that you represent and acknowledge that (1) all required registration or other information you provide is truthful and accurate, (2) you are a resident of the United States, (3) you are at least 18 years of age, and (4) your use of our products and services will not violate any applicable law or regulation or these terms.

Limit one (1) VIZIO Account per person. You may use the same VIZIO Account to access or make purchases on multiple VIZIO OS products. If multiple VIZIO Accounts are detected for a single individual (including the same individual creating accounts with different email addresses), VIZIO may choose to void such accounts in its sole discretion without prior notice. The authorized VIZIO Account holder is the individual natural person who is assigned to the account's email address by an Internet access provider, online service provider or other organization that is

require that the user provide proof that they are the authorized account holder of the email address and/or password associated with the account.

Each user that properly completes the account registration process will be considered a VIZIO Account holder for the purposes of these Terms of Use. VIZIO may refuse to offer or continue offering services to any person and may change its eligibility criteria from time to time.

A Walmart account is used in certain VIZIO OS products to enable and receive Smart TV functionality, including WatchFree+, VIZIOgram, and other new product features and updates. You may have the option to convert your VIZIO Account to a Walmart account. On the date that your VIZIO Account converts to a Walmart account, these Terms will terminate automatically, immediately, and without further notice, in accordance with Section 12 below.

3. USING VIZIO ACCOUNT

A. MAKING PURCHASES WITH A VIZIO ACCOUNT

VIZIO Account holders may pay to view certain content through our Service, each a “Purchase.” If you make a Purchase, such as viewing a specific program offered on VIZIO's WatchFree+ platform or enrolling in third party streaming subscription services through your VIZIO Account, VIZIO will charge your selected payment method (such as your credit card, debit card, gift card/code or other method available) for any content or subscriptions, including any applicable taxes. If you associate one or more payment methods with your VIZIO Account, you agree that VIZIO may store those payment methods. Your designated (default) payment method, and any other stored payment methods, can be managed within the account Settings menu, which you can access from VIZIO.com or the VIZIO Mobile application.

When you make a Purchase, you will be prompted to enter your password or personal identification number (“PIN”), you enable the viewing or the purchase of the content or the subscription services and further agree to be bound by these terms as to such Purchases.

You can add or cancel subscriptions, change plans and/or modify your subscriptions by logging into your VIZIO Account, and from within your account Settings.

Third party subscription services purchased through your VIZIO Account are subject to the terms and conditions of the respective subscription service. VIZIO acts as an agent for the third-party service in arranging enrollment in various subscriptions and plans with third party streaming services, and in managing your payment methods. VIZIO is not a party to the subscription arrangements between you and the third-party service.

party processor as necessary to complete your Purchase. VIZIO will authorize on your behalf the third-party processing company to charge your selected payment method, such as a credit card or debit card. For any subscription services that charge fees, that will also include any applicable taxes and fees.

You can associate multiple payment methods within your VIZIO Account, and you agree that VIZIO's third-party payment processor may store and charge those payment methods for your subscription services per your interactions with the Services, including the purchase of any Purchases.

The third-party payment processing company will process the payment for your subscription services on behalf of VIZIO. If the third-party payment processor is unable to charge your selected payment method for any of the paid subscription services, you remain responsible for any unpaid or uncollected amounts. VIZIO or your third-party subscription service may attempt to collect these amounts. VIZIO will notify the third-party subscription service of non-payment of fees or charges when due.

Any subscription Purchases you authorize will automatically renew until cancelled, which you can do at any time in the Subscriptions & Purchases section of your VIZIO Account settings. If you cancel a subscription prior to the renewal date, the cancellation will go into effect at the end of your current subscription period, as applicable. You will have continued access to this subscription for the remainder of your subscription period. When your paid subscription service ends, you will lose access to that service functionality that requires a paid subscription to access such content.

All Purchases for third-party subscriptions are final upon your initial authorization (i.e., placing a confirmed order, via entering your PIN). Subscription service prices, refunds, content, availability, and offerings may change at any time and VIZIO is not responsible or liable for any of these aspects of your relationship with the third-party subscription services, apart from facilitating your enrollment and payment. Your relationship with those services is governed by their terms and contracts with you.

VIZIO is not responsible or liable for any third-party subscription services, materials or otherwise included within, linked to, or redirected from Service.

B. USING THE VIZIOGRAM FEATURE

VIZIO Account holders may also elect to use the VIZIOgram feature, which enables VIZIO Account holders to temporarily store, access and share their photos, videos or related

If you use the VIZIOgram feature, you may upload, store and access certain VIZIOgram Content that you choose from your smartphone or tablet devices using the VIZIO Mobile application. You may then view uploaded content on your VIZIO OS product for a limited time.

You may also temporarily share your VIZIOgram Content with other VIZIOgram users that you select. If you send an invitation to another VIZIO Account holder asking them to receive and display your VIZIOgram Content, the recipient VIZIO Account holder may accept or deny your invitation. To receive and display your VIZIOgram Content, the recipient must also have a VIZIO Account and use a VIZIO OS product or VIZIO Mobile application and use the VIZIOgram feature. If the recipient accepts your invitation, your VIZIOgram Content will temporarily display on all of the VIZIO OS products associated with the recipient's VIZIO Account. For more information about how to use the VIZIOgram feature and the Smart TV models on which the VIZIOgram feature is currently available, please see our FAQ.

By using the VIZIOgram feature, you acknowledge, understand and agree that you are solely responsible for your selection of other VIZIOgram users with whom you share your VIZIOgram Content and for your choice to accept sharing by other VIZIOgram users of their VIZIOgram Content. By using the VIZIOgram feature, you acknowledge, understand and agree that you are solely responsible for your VIZIOgram Content and any related communication. You are solely responsible for your use of the VIZIOgram feature and use it at your own risk.

Once VIZIOgram Content is uploaded, it will remain available to open for thirty (30) days. Once opened by you or a recipient, the VIZIOgram Content will remain viewable for another seven (7) days. Afterwards, the VIZIOgram Content will be promptly deleted.

Using the VIZIO Mobile application, you may block other VIZIOgram users at any time and remove their access to your VIZIOgram Content that you previously shared with them. You acknowledge, understand, and agree that disconnecting from other VIZIOgram users or deleting VIZIOgram Content does not constrain the downstream use of VIZIOgram Content if the people you shared it with have otherwise copied your VIZIOgram Content, such as by taking photographs or other recordings of your VIZIOgram Content.

You may also manually request that VIZIO delete your VIZIOgram Content by contacting us at privacy@vizio.com.

Your use of the VIZIOgram feature is subject to the VIZIO [Privacy Policy](#) and these Terms of Use, including but not limited to the Content License to VIZIO, the provisions for Posting User Content, the User Rules & Conduct, Content Limitations and Release and Procedure for Claims of Copyright Infringement referenced in these Terms of Use. Your use of the VIZIOgram feature constitutes acceptance of these Terms of Use.

4. PRIVACY

Your use of our Service is subject to the VIZIO Privacy Policy, which is available at <http://www.vizio.com/privacy>, within the VIZIO Mobile application, or within the settings of your VIZIO OS product.

Since VIZIO is a Walmart brand, a Walmart account is required to use the Smart TV features on some newer VIZIO OS products. Merging your VIZIO Account into a Walmart account (“User Account”) makes it easier for you to manage your preferences and information in one place. When you merge:

- You will be able to use your Walmart account to sign in to VIZIO OS products.
- Your VIZIO Account information will be added to your Walmart account and your old VIZIO Account will no longer be accessible.
- For additional information on User Accounts, see the [Ads and Privacy FAQs](#).

5. POSTING USER CONTENT

The Service may provide for VIZIO Account holders to upload, store, display or transmit user generated content, materials, VIZIOgram Content, and other information of interest (“User Content”) on reviews or discussion forums, through the VIZIOgram feature, or other features.

Because VIZIO does not preview or review the postings or User Content on or otherwise via the Service, you must be careful in dealing with other users.

You acknowledge that information provided by other users may, despite prohibitions in the Terms of Use, be harmful, offensive, inaccurate, or deceptive.

You understand that VIZIO does not edit or control the content, including VIZIOgram Content or other messages or emojis communicated through the Service and will not be in any way responsible or liable for such communication or content.

VIZIO takes no responsibility and assumes no liability for any content, including VIZIOgram Content, posted, stored, transmitted or uploaded to or via the Service by you or any third party, or for any loss or damage thereto. Nor is VIZIO liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. VIZIO is not liable for any statements, representations or any other content provided by its users, including you.

Authentication of the true identity of Internet users is difficult, and VIZIO cannot and does not confirm that each VIZIO Account holder is the person who they claim to be.

other account holder(s) or other third party(s).

VIZIO reserves the right to monitor the Service, including the VIZIOgram feature, but VIZIO does not undertake any obligation to do so. In addition, VIZIO reserves the right to take all steps it deems reasonable or necessary to protect individuals, employees, VIZIO and its service providers for loss prevention and to prevent fraud, including to protect individuals, employees, and VIZIO for the benefit of all VIZIO Account holders or other persons, including (at VIZIO's sole discretion) implementing prescreening or scanning of uploaded content for potentially illegal content, including child sexual exploitation material.

6. USER RULES & CONDUCT

A VIZIO Account is provided to you only for your personal, non-commercial use. Any use of the Account not expressly authorized is prohibited. You are solely responsible for all acts or omissions that occur under your account, username, or password, including User Content posted to or transmitted via the Service.

As a condition of use, you hereby promise not to use a VIZIO Account for any purpose that is unlawful, commercial in nature (e.g., fundraising, advertising or promoting any product, service, pyramid scheme or other venture), or prohibited by these Terms of Use. You agree to abide by all applicable local, state, and national laws, regulations and rules.

You agree not to (a) take any action, or (b) upload, post, submit or otherwise distribute or facilitate distribution of any User Content (including text, communications, software, photographs, videos, sound recordings, data or other information) using any communications service, discussion forum, directory, survey, feedback, reviews or other service available on or through the Service, in any manner that:

- Is unlawful, deceptive, misleading, fraudulent, threatening, abusive, harassing, libelous, invasive of another's privacy, tortious, obscene, profane or which otherwise violates these Terms of Use or any other VIZIO agreement;
- Infringes any patent, trademark, trade secret, copyright, right of publicity, privacy right or other right of any party;
- Tampers with any security settings or controls in the Service;
- Reveals any personal information about another individual, including another person's name, address, phone number, electronic mail address, credit card information or any other information that could be used to track, contact or impersonate that person;

- Imposes an unreasonable or disproportionately large load on VIZIO's computing, storage or communications infrastructure, or attempts to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or otherwise;
- Contains software viruses or any other computer codes, files or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware or network system or to damage or obtain unauthorized access to any system, data or other information of VIZIO or any third party;
- Creates VIZIO Accounts by any automated means or under false or misleading pretenses;
- Harvests, scrapes or collects User Content or any information from VIZIO.com or other VIZIO sites or services including any VIZIO OS product or application;
- Disguises the source of User Content posted; or
- Impersonates any person or entity, including any employee or representative of VIZIO.

You agree to perform all of your obligations with respect to any transaction entered in connection with using the Service.

VIZIO may, at its sole discretion, immediately suspend or terminate any VIZIO Account holder's account and access to the Service or any part thereof should his/her conduct fail (or appear to fail) to strictly conform to any provision of this section.

The decisions of VIZIO with respect to VIZIO Accounts and the Service are final and binding in all respects.

7. CONTENT LICENSE TO VIZIO

By uploading, posting, submitting or otherwise distributing User Content of any kind to VIZIO or Service you:

- Grant and agree to grant to VIZIO and its affiliates and licensees, with regard to User Content other than VIZIOgram Content, a non-exclusive, transferable, perpetual, irrevocable, royalty-free right and license (with right to sublicense) to use, reproduce, publicly display, publicly perform, adapt, collect, modify, delete from, distribute, transmit, promote and make derivative works of the User Content, in any form, for the purposes of offering, providing, marketing and promoting VIZIO, the Service and VIZIO products (including, without limitation, being exported under content sharing arrangements with other websites);

(with right to sublicense) to use, reproduce, publicly display, publicly perform, adapt, collect, modify, delete from, distribute, transmit, promote and make derivative works of the VIZIOgram Content, in any form, for the purposes of offering, providing, and performing internal maintenance for the VIZIOgram feature;

- With regard specifically to VIZIOgram Content, represent, warrant, and agree that you have and will maintain, during your use of the VIZIOgram feature, any and all rights necessary to upload the VIZIOgram Content and grant VIZIO the foregoing license, including any and all rights, consents, or permissions necessary to submit VIZIOgram Content depicting other individuals;
- Represent and warrant that all User Content includes appropriate attribution to the copyright owner;
- Represent and warrant to VIZIO that you own or control all rights to such User Content and that public disclosure and use of the User Content by VIZIO (including without limitation, publishing content at VIZIO) will not infringe or violate the rights of any third party; and
- Acknowledge and agree that the User Content is intended to and will be made available to and used by VIZIO and other users.

IMPORTANT: You agree that you will not contribute any User Content unless you have all of the rights (including rights from the copyright or trademark owner) necessary to grant VIZIO the use license and to satisfy all of the warranty requirements described above.

Notwithstanding the foregoing, the Service may provide you with the ability to remove some or all of your User Content posted to VIZIO. Following any such removal, VIZIO will use commercially reasonable efforts to discontinue any further display, performance and distribution of such User Content at VIZIO. However, you acknowledge and agree that VIZIO may continue using such User Content in the same manner and for the same purposes as it did prior to removal of such content (for example, content used in any advertising created prior to removal) and that VIZIO will have no responsibility or liability in respect of any content that has been exported by VIZIO or shared with other users via the Service or that has been downloaded or copied by users to other websites, systems and devices.

8. CONTENT LIMITATIONS AND RELEASE

VIZIO has no obligation to monitor the Service or any user's use thereof. However, VIZIO reserves the right at any time and without notice to monitor, review, retain or disclose any information as necessary. For example, VIZIO may monitor the Service in connection with a

VIZIO has no obligation to pre-screen, authenticate, validate, monitor, moderate or edit any User Content. However, VIZIO and its agents have the right to terminate any VIZIO Account or remove any User Content at any time that, in VIZIO's judgment, does not comply with the Terms of Use or for any other reason. VIZIO is not responsible for any failure or delay in terminating any VIZIO Accounts or removing any User Content.

You will not post any confidential content or other proprietary information that you desire to (or should) keep secret.

As a condition of participation in the Service, you hereby release VIZIO and its affiliates and partners from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with the use or otherwise participating in any aspect of the Service.

VIZIO is not responsible for any unavailability or interruptions to any equipment or service used in connection with, including, without limitation: (a) interruptions to any network, server, internet, website, telephone, satellite, computer or other connections; (b) failures of any telephone, satellite, hardware, software or other equipment; (c) garbled, misdirected or jumbled transmissions; (d) other errors of any kind, whether human, technical, mechanical or electronic; or (e) the failure or incorrect or inaccurate capture of other information. VIZIO reserves the right to disqualify any person tampering with the operation of the Service, VIZIO.com or affiliated sites, or for violation of these Terms of Use.

VIZIO will have no liability for any printing, production, typographical, mechanical or other errors in the Service and/or in a user's VIZIO Account. VIZIO reserves the right to restrict access to an account in its sole discretion.

9. THIRD PARTY WEBSITES

If you access various services from and to link from VIZIO OS products, your VIZIO Account, the VIZIO Mobile application, or VIZIO.com to other websites on the Internet, these other websites are not under VIZIO's control, and you acknowledge and agree that VIZIO is not responsible for the accuracy, legality, appropriateness or any other aspect of the content or function of such websites. The inclusion of any such link does not imply endorsement of the website by VIZIO or any association with its operators. Additional or different terms and conditions may apply when you access and use other websites. The use of any third-party sites or services is subject to such third-party terms, conditions and restrictions.

VIZIO Account. You acknowledge that third-party websites and applications may transmit data, including personal data, to VIZIO for the purpose of providing the Service and related features to you.

10. PROPRIETARY RIGHTS

You acknowledge and agree that the Service and all content and materials created by or for VIZIO and made available on VIZIO OS products, at VIZIO.com or on other affiliated websites are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. VIZIO and its licensors will own and retain all rights, title and interests, including all intellectual property and proprietary rights, to all VIZIO and other VIZIO website content and materials. By VIZIO delivering content or subscription services to you, VIZIO is not transferring any commercial, promotional or other use rights to you and the transmitting of the content or subscription services does not constitute any copyright waiver. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any of the User Content, materials or other information of such websites and the Service. Systematic retrieval of data or other content from VIZIO or other VIZIO websites to create or compile, directly or indirectly, a collection, database or directory is strictly prohibited without VIZIO's express prior written consent.

IMPORTANT: If you desire to make any use of any VIZIO proprietary content for any purpose other than personal, noncommercial reference, then you will first secure permission from the owner of that content.

Reproducing, copying or distributing any content, materials or design elements from VIZIO or other VIZIO websites for any other purpose is strictly prohibited without VIZIO's express prior written consent. Attempting to access or use the Service, content or materials for any purpose not expressly permitted in the Terms of Use is prohibited.

11. PERSONALIZED ADS, RECOMMENDATIONS AND EMAIL

For VIZIO OS products and VIZIO Accounts that have opted in to Viewing Data collection, the Service may tailor ads or tailor recommendations for products, content or other information to you based upon purchase history and interaction with the Service.

VIZIO may terminate your VIZIO Account or your access to all or any part of the Service in its sole discretion for violation of these Terms of Use or other policies. If a VIZIO Account holder wishes to terminate their account, the account holder may do so at any time by sending an email to privacy@vizio.com that includes their electronic mail address and requests termination of their VIZIO Account.

Upon termination, all rights and obligations of the parties will cease, and that account holder will immediately stop using the Services, except that (a) all obligations accrued prior to the effective date of termination and all remedies for breach of the Terms of Use will survive, and (b) the provisions of Sections 12-21 will survive. After termination, VIZIO has no obligation to maintain any content in that user's VIZIO Account (including without limitation User Content and records regarding the account holder's Points, which will be irrevocably forfeited) or to forward any unread or unsent messages to that account holder or any other user or third party.

IMPORTANT: If you desire to make any use of any VIZIO proprietary content for any purpose other than personal, noncommercial reference, then you will first secure permission from the owner of that content.

Reproducing, copying or distributing any content, materials or design elements from any VIZIO websites for any other purpose is strictly prohibited without VIZIO's express prior written consent. Attempting to access or use the Service, content, or materials for any purpose not expressly permitted in the Terms of Use is prohibited.

13. DISCLAIMER OF ALL WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. VIZIO MAKES NO WARRANTY OR PROMISE THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

VIZIO AND ITS RESPECTIVE AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE SERVICE WILL PERFORM UNINTERRUPTED OR BE

SERVICE IS SOLELY AT YOUR OWN RISK. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. INDEMNITY; LIMITATION OF LIABILITY

If a third party brings a claim against VIZIO, or its affiliates, employees, officers or agents, related to your use of the Service, including VIZIO, VIZIO Account or your User Content, you will indemnify and hold VIZIO harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees and costs) related to such claim.

You agree that VIZIO will not be responsible or liable for any unauthorized access to, alteration or use of your account, purchases on your account or of subscription services, User Content, transmissions or data, any material or data sent or received or not sent or received through the Service. You agree that VIZIO is not responsible or liable for any threatening, defamatory, obscene, offensive, illegal or other content or conduct of any third party or any infringement of another's rights, including intellectual property rights.

VIZIO WILL NOT BE RESPONSIBLE FOR (A) LOSS OF USE, LOSS OF INFORMATION OR DATA, COMMERCIAL LOSS, LOST REVENUE OR LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (B) DIRECT DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS PAID TO VIZIO BY YOU DURING THE PREVIOUS 12-MONTH PERIOD, OR FIFTY DOLLARS (U.S. \$50.00), WHICHEVER IS GREATER. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY EVEN IF VIZIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

15. DISPUTES, ARBITRATION, AND APPLICABLE LAW (U.S. RESIDENTS ONLY)

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

15.1 Arbitration Agreement.

BETWEEN YOU AND VIZIO, INCLUDING BUT NOT LIMITED TO YOUR ACCESS TO AND USE OF THE VIZIO AND WALMART SITES OR ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY VIZIO OR THE WALMART ENTITIES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR IN STEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND VIZIO AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. This paragraph may be referred to as the Arbitration Agreement in these Terms of Use. As an exception to the foregoing, you or VIZIO may bring an action in small claims court in the United States if (i) it is brought on an individual basis; (ii) the claim is within the scope of the small claims court's jurisdiction; and (iii) the claim is not removed, appealed, or otherwise transferred to or refiled in any court of general jurisdiction. Claims that qualify for this exception may only proceed on an individual basis in small claims court in the United States or in arbitration.

15.2 Class Action Waiver.

You and VIZIO each agree to waive the right to have any dispute or claim subject to the Arbitration Agreement brought, heard, administered, resolved, or arbitrated as a class arbitration, class action, or collective action to the maximum extent permitted by law. This paragraph may be referred to as the "Class Action Waiver" in these Terms of Use. Nothing in these Terms of Use precludes you from bringing issues to the attention of federal, state, or local government agencies and, if the applicable law allows, such agencies may seek relief against VIZIO for you.

15.3 Initiating a Demand for Arbitration.

Any arbitration required by the Arbitration Agreement shall be initiated by You or VIZIO by sending the other a written demand for arbitration ("Demand") only via first-class mail, FedEx, or UPS within the statute of limitations period. Your Demand shall be delivered to: Walmart Inc. Legal Department, 1 Customer Drive, Mailstop 0215, Bentonville, AR 72716. The Demand must include (i) the name, telephone number, mailing address, and email address of the person or entity seeking arbitration; (ii) a statement of the legal claims asserted and the factual basis for those claims; (iii) a description of the remedy sought and an accurate, good faith calculation of the amount in controversy; (iv) the original personal signature of the party seeking arbitration; and (v) the original personal signature of any legal counsel or other representative purporting to represent the party seeking arbitration. For purposes of this paragraph, "original personal signature" does not include any digital, scanned, electronic, copied, or facsimile signature.

increase the cost of litigation; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The original personal signature by the party seeking arbitration shall verify under penalty of perjury that the factual statements contained in the Demand are true and correct. Compliance with this paragraph tolls any applicable statute of limitations as to any dispute or claim subject to the Arbitration Agreement that is stated in the Demand for ninety (90) days, or longer as may be agreed to by the parties. After the 90-day period (or a longer period as agreed to by the parties) has expired, any applicable statute of limitations will continue to run, unless (a) the Demand is filed in arbitration pursuant to Section 15.4 of these Terms of Use, or (b) the Demand is being administered pursuant to Section 15.6 of these Terms of Use.

15.4 Filing a Demand for Arbitration.

A party seeking arbitration of any dispute or claim subject to the Arbitration Agreement shall submit a copy of the Demand to the American Arbitration Association ("AAA") sixty (60) or more days after the Demand is initiated pursuant to Section 15.3 of these Terms of Use. The arbitration shall not be considered as filed with the AAA unless and until there is compliance with Section 15.3 above of these Terms of Use.

The arbitration will be administered by the AAA pursuant to the applicable AAA Consumer Arbitration Rules and Mediation Procedures and AAA Mass Arbitration Supplementary Rules, except to the extent modified by these Terms of Use. The AAA rules and instructions are available on the AAA website at www.adr.org/consumer. You and VIZIO agree that the arbitrator, and not any court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including, but not limited to, any claim that all or part of this Arbitration Agreement is void, voidable, or unconscionable.

15.5 Conduct of Arbitration.

In any arbitration of a dispute or claim that is subject to the Arbitration Agreement: 15.5.1. You or VIZIO may file such dispositive motions as would be permitted by the Federal Rules of Civil Procedure without obtaining permission from the arbitrator. Upon the filing of any dispositive motion, the arbitrator may stay all further action and deadlines in the arbitration until deciding such motion.

15.5.2. The parties shall have the right to conduct such discovery from the opposing party or any third party that is proportional to the needs of the claim or dispute, considering the importance

benefit. Proportionality shall be decided by the arbitrator when requested by either party. The arbitrator shall take into account the individual, non- collective, non-representative, and non-class basis of the action when deciding discovery disputes.

15.5.3. The arbitrator shall conduct any calls, conferences, or hearings by teleconference or videoconference, unless the arbitrator determines that an in-person hearing is appropriate. Any in-person hearing will be held at a location that is reasonably convenient, if applicable. You and an employee of VIZIO shall attend all arbitrator calls, conferences, and hearings.

15.5.4. A party may make a written offer of judgment at least seven (7) days before the date set for the arbitration hearing. If a party declines an offer of judgment and fails to obtain a more favorable award, the declining party shall not be entitled to its post-offer costs and shall be responsible for the offering party's post-offer costs. The arbitrator may decide to include expert fees in said costs.

15.5.5. If the arbitrator finds that a party's claim, counterclaim, appeal, or violation of Section 8.3 was frivolous, asserted in bad faith, or pursued for purposes of harassment, the arbitrator shall award the opposing party their attorneys' fees, costs, and expenses and all amounts charged by AAA for the arbitration. The arbitrator may enter such award against a party, any of their attorneys, or both.

15.5.6. The arbitrator will follow these Terms of Use and the law. The arbitrator shall not have the authority to commit errors of law or legal reasoning. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award relief for or against anyone who is not a party, though the individual relief awarded by the arbitrator may incidentally affect non-parties. Subject to any available appeals, and consistent with the individual nature of the arbitration, the arbitration award shall be binding as between you and VIZIO, but it shall have no preclusive effect on disputes between VIZIO and other parties, even if represented by the same counsel on the same or similar issues.

15.5.7. You or VIZIO may appeal an arbitration award that manifestly disregards the law by filing a notice of appeal with the AAA within 30 days after an award is rendered and delivered to the parties. The appeal shall be heard by a single arbitrator unless the parties agree to a multi-arbitrator appellate panel. The arbitrator(s) assigned to the appeal shall be selected by agreement of the parties from among those on the AAA Appellate Panel. If the parties are unable to agree, AAA shall appoint the arbitrator(s) from among those on the AAA Appellate Panel. An arbitrator who previously presided over any aspect of a case shall be ineligible from serving as an appellate arbitrator in that same case. The appeal, including briefing, shall be conducted pursuant to the parties' agreement or the appellate arbitrator(s)' orders if the parties are unable to agree.

shall not be disclosed by any party or their attorneys except as necessary to conduct the arbitration, as is strictly necessary to obtain a provisional remedy that must be obtained in court, to enforce or challenge the award, to communicate with government agencies, as required by law, or as otherwise allowed by the Arbitration Agreement. An order confirming the award is only necessary if the obligations of the award have not been performed. Therefore, before taking any steps to confirm the award, the party seeking confirmation of the award must give the other party notice of their intention to confirm the award.

15.5.9. A party may disclose information related to the arbitration in which they have personally participated, including an order or award from the same, in another arbitration only if (a) (i) the party (and not merely their attorney or representative) is also a participant in the other arbitration, (ii) the identifying information of the opposing party or parties is redacted or otherwise not disclosed, and (iii) the disclosure complies with any protective order or other limitation on disclosure entered in the original arbitration; or (b) the opposing party or parties to the original arbitration consents.

15.6 Process for Arbitration Bellwether Demands.

If twenty-five (25) or more Demands for arbitration of a dispute or claim subject to the Arbitration Agreement are initiated (i) that involve common questions of law or fact and (ii) where the initiating parties are represented by the same law firm, the same group of coordinated law firms, or the same representative, then such Demands shall be administered pursuant to this paragraph. The group of claimants and group of respondents shall each select five (5) Demands, for a total of ten (10), to be filed with AAA (collectively the "Bellwether Demands"). Each of the Bellwether Demands shall be assigned by AAA to a different arbitrator chosen from its national roster. Each Bellwether Demand will be decided individually by the assigned arbitrator without preclusive effect as to the other arbitrations. After ninety (90) days from the date all Bellwether Demands have been arbitrated and any appeals exhausted, any remaining Demands subject to this paragraph may be filed with AAA. The statute of limitations shall be tolled during this process. You and VIZIO agree that this bellwether process is useful to each party and their individual claim to encourage the efficient resolution of disputes. The AAA Mass Arbitration Supplementary Rules shall apply to the extent they are not inconsistent with this paragraph. This process shall also apply to any appeals that may be taken from arbitrations administered pursuant to this paragraph. Notwithstanding any other provision in the Terms of Use, you and VIZIO agree that a court of competent jurisdiction shall have authority to enforce the terms of this paragraph with injunctive or other relief.

15.7 Severability.

or unenforceable as to such dispute or claim, then the Arbitration Agreement does not apply to that dispute or claim and such dispute or claim must proceed in a court of competent jurisdiction, and not as a class, collective, or representative arbitration. If any provision of Section 8 other than the Class Action Waiver is held invalid or unenforceable as to a particular dispute or claim, then such provision shall be severed from the Terms of Use, and the remainder of the Terms of Use shall be enforceable to the maximum extent permitted by law.

15.8 Applicable Law.

The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of Section 8 of these Terms of Use. If the FAA is found not to apply to any portion of Section 8 of these Terms of Use, then the applicable laws of the State of Texas shall apply without regard to the choice-of-law principles of any other jurisdiction other than those of the State of Texas.

16. GOVERNING LAW

If Section 15 (DISPUTES, ARBITRATION, AND APPLICABLE LAW (U.S. RESIDENTS ONLY)) does not apply, these Terms of Use will be governed and construed in accordance with the laws of the State of Texas and the United States, without regard to the choice-of-law principles of any jurisdiction that would require or permit the application of the laws of any jurisdiction other than those of the state of Texas. For any cases initiated in court (other than small claims court in the United States), including any original action to compel arbitration, or to which the Arbitration Agreement does not apply pursuant to Section 15.7, the case must be brought and litigated exclusively in the United States District Court for the Eastern District of Texas, Sherman Division, or the state courts of Collin County, Texas, and you and VIZIO both agree to the jurisdiction, venue, convenience, and exclusive authority of those courts. Any action filed in any other court (other than an appropriate small claims court in the United States) will be transferred to, or dismissed without prejudice for refiling only in, the United States District Court for the Eastern District of Texas, Sherman Division, or the state courts of Collin County, Texas, and you and VIZIO agree that transfer or dismissal cannot be denied based on inconvenience to the parties, piecemeal adjudication of the claims, a risk of inconsistent findings of law or fact, the presence of other parties who are not party to these Terms of Use, or any other private or public considerations.

17. INTEGRATION AND SEVERABILITY

affiliates. You also may be subject to additional terms and conditions that may apply when you use subscription services, view third-party content or use third-party software or personal accounts.

If any provision of the Terms of Use is found to be unenforceable, other than the class action waiver, that provision will be limited to the extent necessary so that the Terms of Use will otherwise remain in full force and effect. If the class action waiver is found to be unenforceable, then the entire Section 16 (Binding Arbitration; Class Action Waiver (U.S. Residents Only)) will not apply. The failure of VIZIO to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

18. GENERAL PROVISIONS

Your rights and obligations under the Terms of Use are personal, and are not assignable, transferable or subject to sublicense, except with VIZIO's prior written consent. VIZIO may assign, transfer or delegate any of its rights and obligations hereunder without consent. All waivers, consents and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment relationship is created as a result of the Service or these Terms of Use, and neither party has any authority of any kind to bind the other in any respect. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail; when receipt is electronically confirmed, if transmitted by fax or e-mail; or the day after it is sent, if sent by overnight delivery service (e.g., FedEx).

19. COPYRIGHT AND TRADEMARK NOTICES

VIZIO is the trademark of VIZIO, Inc. The names and logos of VIZIO used in connection with VIZIO, VIZIO Account and other VIZIO Services, VIZIO websites, and VIZIO Mobile application are the trademarks or registered trademarks of VIZIO. Other names and logos are the trademarks or registered trademarks of their respective owners. Any rights not expressly granted herein are reserved.

20. PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright



If you believe that your work, content or information has been copied in a way that constitutes copyright infringement through the Service, please submit your complaint by email or physical mail as follows:

Email: copyright@vizio.com

Mailing Address:

VIZIO, Inc.

Attn: Copyright Agent

39 Tesla

Irvine, CA 92618

You must provide the following information, which VIZIO may then forward to the alleged infringer:

- (1) Identify and describe the User Content or other material on the Service that you believe infringes your content;
- (2) Identify and describe where the content that you claim is infringing appeared or is located on the Service;
- (3) Provide your address, telephone number and email address;
- (4) Provide a statement, made under penalty of perjury, that: (a) you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (b) the information you have submitted is complete, accurate and true; and (c) you are the owner of the content involved or you are authorized to act on behalf of that owner; and
- (5) Provide your physical or electronic signature.

Upon receiving your complaint, VIZIO may remove content that you believe infringes your intellectual property rights. In addition, VIZIO may terminate the VIZIO Account of the account holder who appears to be infringing your intellectual property rights.

21. TERMS OF USE CHANGES

VIZIO reserves the right to modify or update these Terms of Use at any time and to add new or additional terms or conditions on your use of your VIZIO Account. Such modifications and



VIZIO may notify you with respect to your Account or its Services by sending an email message to your email address or by a posting on the Services. Notices shall become effective immediately. VIZIO may also contact you by email or push notification to send you additional information about the Services.

Stay updated on the latest from VIZIO.

Email address

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Get Help

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Explore

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Get to Know Us

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For Business

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Legal

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