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Effective as of: March 16, 2026

Introduction

THESE TERMS OF SERVICE (“TERMS OF SERVICE”) DESCRIBE THE TERMS THAT APPLY TO YOUR USE OF VIZIO OS PRODUCTS (VIZIO INTERNET-CONNECTED TVS AND OTHER PRODUCTS THAT USE A VIZIO-BRANDED OPERATING SYSTEM, SUCH AS “SMARTCAST” OR “VIZIO OS”), SOUNDBARS, DISPLAYS, AND OTHER CONNECTED DEVICES – THROUGH WHICH VIZIO DELIVERS ITS SERVICES (“SMART PRODUCTS”).

BY USING YOUR VIZIO OS PRODUCT, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. ALL REFERENCES IN THESE TERMS OF SERVICE TO “VIZIO” MEAN VIZIO, INC., 39

BEFORE USING YOUR VIZIO OS PRODUCT, PLEASE READ THIS DOCUMENT CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE VIZIO OS PRODUCT AND, WITHIN THIRTY (30) DAYS OF THE DATE OF PURCHASE, RETURN IT FOR A REFUND TO THE AUTHORIZED RETAILER WHERE YOU PURCHASED IT.

These Terms of Service 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 may significantly affect your legal rights under these Terms of Service, including your right to file a lawsuit in court. Please read the text under the section titled "DISPUTES ARBITRATION, AND APPLICABLE LAW (U.S. Residents Only)" carefully.

Supplemental terms and conditions may apply to certain VIZIO services, such as rules for a particular contest, sweepstakes, competition, or other activity, or terms that may accompany certain content, software or other materials accessible through the VIZIO Products (e.g., the WatchFree+ service or other services offered in connection with the VIZIO) ("Supplemental Terms"). Any Supplemental Terms will be disclosed to you in connection with those other activities and will apply and govern specifically over such activities.

Walmart Terms of Use

VIZIO is owned by Walmart. By agreeing to these Terms of Service, you accept and acknowledge these Terms of Service as well as the Walmart.com Terms of Use. The Walmart.com Terms of Use can be found [here](#).

VIZIO Privacy Policy

VIZIO's Privacy Policy explains how VIZIO collects, uses, shares and protects VIZIO customer information. By agreeing to these Terms of Service, you consent to VIZIO's collection, use, sharing and protection of your information as described in the Privacy Policy. Please review the current version of the Privacy Policy at <https://www.vizio.com/en/terms/privacy-policy>. In addition, now that VIZIO is owned by Walmart, you will have an additional choice about whether Walmart can link your Viewing Data to the Walmart account logged in to those devices or services. This will be explained with a separate notice and consent when setting up your device and the data will be used in ways consistent with this notice.

VIZIO Limited Warranty

VIZIO OS Products are also governed by the VIZIO Limited Warranty. Please review the current version of the Limited Warranty at <https://www.vizio.com/en/terms/warranty-and-returns>.

Platforms and Platform Services

certain VIZIO OS Products. VIZIO provides access to Platform Services based on its agreements with third parties. These agreements are subject to change, interruption, suspension or termination at any time for various reasons.

VIZIO makes no promises, warranties or representations that any particular Platform Service will be accessible, available, function in any particular manner, be error-free or function at all.

VIZIO may make content available to you as part of the Platform Services. VIZIO grants you a limited, non-exclusive, non-transferable right to access the content through the Platform Services for your personal, non-commercial use only. Except for the foregoing, no right, title or interest to the content is transferred to you. You will not use the content for public performances. You agree to use the content in accordance with all applicable laws, rules and regulations. Except as explicitly authorized in these Terms of Service, you agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, or offer for sale any content contained on or obtained from or through the Platform Services.

WARNING: THE UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF COPYRIGHTED WORK IS ILLEGAL AND MAY BE PROSECUTED UNDER CRIMINAL OR CIVIL LAW. SUCH ACTS ARE PUNISHABLE BY UP TO 5 YEARS IN PRISON AND A FINE OF \$250,000. FOR MORE INFORMATION, PLEASE VISIT <https://www.iprcenter.gov/>.

Google and Yahoo Terms

Your access to and use of the Platforms and Platform Services is subject to Google's (<https://policies.google.com/terms?hl=en-US>), YouTube's (<https://www.youtube.com/t/terms>) and Yahoo's (<https://policies.yahoo.com/us/en/yahoo/terms/index.htm>) Terms of Service and Privacy Policies, as applicable.

Internet Access is Required for Platform Services

To use the Platform Services, you must have or obtain access to high-speed internet, either directly or through devices that are internet accessible, and you are responsible for paying all internet-access service fees. Also, you must provide all of the equipment necessary to connect to the internet, such as a modem. Each Platform Service may require a different minimum internet-connection speed. The availability of a VIZIO OS Product's internet-connected features and functions may be highly dependent on your connection speed, bandwidth, other equipment, third party applications, firmware updates and other factors outside of VIZIO's control and

Updates to the Platform Services

The Platform Services are constantly being improved. VIZIO or the third parties offering the Platform Services may update or change the Platform Services at any time and without notice to you. These updates may be required to use certain features or to continue to connect to certain Platform Services. The Platforms may also be updated from time to time by VIZIO or its third party providers.

Other Changes to the Platform Services

VIZIO or the third parties providing the Platform Services reserve the right to (1) delete content from an application or from the Platform Services generally, (2) prevent access to the Platform Services, or (3) change content categories, products or service offerings for any reason at any time, without notice. VIZIO may also impose additional or different limits on use or access to certain Platform Services, without notice or incurring any liability to you. The use, content or functionality of the Platform Services may require additional payment and/or a subscription by you. However, you will not be charged for any Platform Services unless those charges are made known to you in advance. VIZIO makes no promises, warranties or representations of any kind as to the accuracy, availability or completeness of any information or content from VIZIO or the third party providers of the Platform Services. Please note that VIZIO does not review, control or endorse any content, products or services provided as part of the Platform Services.

User Account Requirement

In order to access the Smart TV features and product updates on newer makes and models of VIZIO OS TVs, you are required to log into the TV with a valid User Account, which may be either Walmart account or a VIZIO Account, depending on when you purchased your TV (a “User Account”).

A User Account enables users to manage their subscriptions to participating third party streaming services, purchase select on-demand titles, automatically register their TVs, and receive personalized recommendations and customer support.

Since VIZIO is now a Walmart brand, a Walmart account is required to use the smart features on some newer VIZIO OS products. A Walmart account is still required to enable certain Walmart-specific features and services. VIZIO Account is an optional feature in older units.

To register a VIZIO OS product with a User Account, you represent and acknowledge that (1) all required registration or other information you provide is truthful and accurate, (2) you are a

VIZIO Software

Unless governed by a separate license, the software, documentation and any fonts that accompany your VIZIO Product or are later downloaded or updated, in any media or in any other form ("VIZIO Software") are licensed, not sold, to you by VIZIO for use only as permitted by these Terms of Service. VIZIO reserves all rights to the VIZIO Software not expressly granted to you. The rights granted herein are limited to VIZIO's and its third party providers' intellectual property rights in the VIZIO Software and do not include any other patents or intellectual property rights. You may own the equipment or media on which the VIZIO Software resides but VIZIO and/or its licensor(s) retain ownership of the VIZIO Software. Except to the extent expressly permitted by applicable law, you may not copy, decompile, reverse engineer, disassemble, modify or create derivative works of the VIZIO Software or any part thereof.

Through features found within your VIZIO Product, you may use the VIZIO Software and install upgrades subject to these Terms of Service. The VIZIO Software may be used to access the Platform and Platform Services so long as such use is authorized and legally permitted. These Terms of Service will govern any software upgrades provided by VIZIO that replace or supplement the original VIZIO Software, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern. THE VIZIO SOFTWARE, PLATFORMS AND PLATFORM SERVICES ARE NOT INTENDED FOR USE IN ANY EQUIPMENT OR ENVIRONMENT IN WHICH THE FAILURE OF THE VIZIO SOFTWARE, PLATFORMS OR PLATFORM SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

You may not rent, lease, lend, redistribute or sublicense the VIZIO Software. You may, however, make a one-time permanent transfer of all of your license rights to the VIZIO Software to another party, provided that: (a) the transfer must include the Smart Product, including all its component parts, original media, printed materials and these Terms of Service; (b) you do not retain any copies of the VIZIO Software, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the Smart Product and VIZIO Software reads and agrees to accept these Terms of Service.

Export Control

You may not use or otherwise export or re-export the VIZIO Software except as authorized by United States law and the laws of the jurisdiction in which the VIZIO Software was obtained. In particular, but without limitation, the VIZIO Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the VIZIO Software, you represent and warrant that you are not located in

design, manufacture or production of missiles, or nuclear, chemical or biological weapons.

Support

VIZIO or its third party providers may elect, but shall be under no obligation, to provide you with customer support and/or software upgrades, enhancements, or modifications to the VIZIO Software, Platform or Platform Services (“Support”), in their sole discretion, and may terminate such Support at any time without notice to you. VIZIO and its third party providers reserve the right to charge you for any Support. Charges will be made available to you prior to your incurring any costs. VIZIO may update the firmware of your Smart Product automatically at any time without notice to you.

Audio and Written Communications with VIZIO Customer Support

VIZIO may use third-party vendors from time to time, including artificial intelligence tools, to capture and/or record audio and written communications between VIZIO Customer Support and users of VIZIO Customer Support for purposes of facilitating customer support communications and/or streamlining user self-help troubleshooting. VIZIO does not, however, subject your personal information to automated decision making that produces legal or similarly significant effects without suitable safeguards and an appropriate legal basis. By contacting VIZIO Customer Support and accepting VIZIO’s Terms of Use and Privacy Policy, users agree to have the information they provide to VIZIO Customer Support recorded, summarized, and analyzed by third parties for VIZIO’s use for customer support, training, and/or support-improvement purposes.

Warranty Disclaimer

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORMS, PLATFORM SERVICES AND VIZIO SOFTWARE IS MADE AVAILABLE TO YOU WITHOUT WARRANTY AS DESCRIBED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY LAW. VIZIO AND VIZIO'S THIRD PARTY PROVIDERS (“VIZIO” FOR THE PURPOSES OF THIS SECTION AND THE LIMITATION OF LIABILITY SECTION BELOW) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORMS, PLATFORM SERVICES, AND VIZIO SOFTWARE.

THE PLATFORMS, PLATFORM SERVICES AND VIZIO SOFTWARE ARE PROVIDED “AS IS,” WITH ALL FAULTS AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, STATUTORY OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE), TO THE MAXIMUM EXTENT PERMITTED BY LAW. USE OF THE PLATFORM(S), PLATFORM SERVICES AND VIZIO SOFTWARE IS AT YOUR OWN RISK. THIS MEANS, FOR EXAMPLE, THAT

WILL OPERATE UNINTERRUPTED OR WILL MEET YOUR REQUIREMENTS. THIS ALSO MEANS THAT VIZIO DOES NOT GUARANTEE THAT THE PLATFORMS, PLATFORM SERVICES, OR VIZIO SOFTWARE WILL BE FREE FROM VIRUSES, HACKS OR OTHER POTENTIALLY HARMFUL INTRUSIONS OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VIZIO OR A VIZIO AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. PLEASE NOTE THAT SOME STATES DO NOT ALLOW SUCH WARRANTY LIMITATIONS, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. THIS PROVISION WILL NOT AFFECT YOUR RIGHTS UNDER THE VIZIO LIMITED WARRANTY.

Platform Services and Third Party Materials Disclaimer

Certain Platform Services and VIZIO Software may include third party materials or links to third party materials, such as applications, content or websites. VIZIO is not responsible for examining or evaluating the content or accuracy of the Platform Services or of any included or linked third party materials. VIZIO does not endorse any of the Platform Services or third party materials. VIZIO does not assume any responsibility for and will not have any liability for the Platform Services or any third party materials. Links are provided solely as a convenience to you. Descriptions of the Platform Services are provided for general informational purposes, without any guarantee of accuracy.

You understand that by using any of the Platform Services, you may encounter content that may be deemed offensive, indecent, or objectionable, and such content may or may not be initially identified as being explicit. VIZIO shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

You agree that you will not use the Platform Services or any third party materials in a manner that would infringe or violate the rights of any other party, and VIZIO is not in any way responsible for any such use by you.

Changes to the Terms of Service

VIZIO may change the terms and conditions of these Terms of Service at any time without prior notice. By continuing to use your Smart Product, you expressly accept any applicable changes and agree to the changed terms. The current version of these Terms of Service will be available at <https://www.vizio.com/en/terms>.

Termination

These Terms of Service are effective until terminated or until you cease to use the VIZIO OS Product. Your rights under these Terms of Service will terminate automatically without notice from VIZIO if you fail to comply with any term(s) of these Terms of Service. Upon the

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL VIZIO BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SMART PRODUCTS, VIZIO SOFTWARE, PLATFORMS OR PLATFORM SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF VIZIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall VIZIO's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of twenty-five dollars (\$25.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. THIS PROVISION WILL NOT AFFECT YOUR RIGHTS UNDER THE VIZIO LIMITED WARRANTY.

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.

1. Arbitration Agreement. SUBJECT ONLY TO THE EXCEPTION BELOW, YOU AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP 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

2. Class Action Waiver. YOU AND VIZIO AGREE THAT ANY ARBITRATION REQUIRED BY THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. 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.

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. An original personal signature on the Demand certifies the following: (i) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly 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 8.4 of these Terms of Use, or (b) the Demand is being administered pursuant to Section 8.6 of these Terms of Use.

Association ("AAA") sixty (60) or more days after the Demand is initiated pursuant to Section 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 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.

5. Conduct of Arbitration. In any arbitration of a dispute or claim that is subject to the Arbitration Agreement: 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.

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 of the issues at stake, the amount in controversy, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely 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.

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.

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.

5.5. If the arbitrator finds that a party's claim, counterclaim, appeal, or violation of Section 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

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.

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.

5.8. All matters relating to the arbitration or the award, including the fact of the arbitration, any discovery exchanged as part of the arbitration, and the award itself, shall be confidential and 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. If the party who would be the respondent in any such confirmation proceeding performs their obligation under the award within 15 business days of such notice, the party who gave notice of their intent to confirm the award shall not seek to confirm or otherwise enforce the award.

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

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.

7. Severability. If (i) any dispute or claim subject to the Arbitration Agreement is filed as a class arbitration, class action, collective action, or representative action and (ii) if the Class Action Waiver is held invalid 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 this Section 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.

8. Applicable Law. The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this Section of these Terms of Use. If the FAA is found not to apply to any portion of this Section 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.

Alternate Governing Law

If the foregoing section does not apply, these Terms of Service will be governed and construed in accordance with the laws of the State of Texas and the United States, without reference to the

Except as provided in the above, if any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be severed or reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. The failure of VIZIO to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit VIZIO's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to these Terms of Use) may be made via posting to the VIZIO or Walmart Sites or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

General

These Terms of Service constitute the entire agreement between you and VIZIO with respect to your use of the VIZIO Software, Platforms and Platform Services made available hereunder and supersede all prior or contemporaneous understandings, with the exception of the Limited Warranty and any additional Platform or Platform Services' licenses or terms and conditions that you are required to accept if you choose to access such Platform Services. If any term of these Terms of Service, other than the class action waiver, is found to be unenforceable, that term will be severed from these Terms of Service and all other terms will remain in effect. If the class action waiver is found to be unenforceable, then the entire section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents Only)" will not apply. Any translation of these Terms of Service is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of these Terms of Service will govern.

Stay updated on the
latest from VIZIO.

Email address

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- Legal
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