Last modified: Last modified: August 25, 2025

## Acceptance of the Terms of Use

These terms of use are entered into by and between you and VSG Enterprises LLC ("Company"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively "Terms of Use"), govern your access to and use of the Tampa Bay Lightning streaming platform, including any content, functionality, and services offered on or through the Tampa Bay Lightning streaming platform, and including but not limited to mobile applications and television applications (collectively, the "Streaming Service").

Please read the Terms of Use carefully before you start to use the Streaming Service. By using the Streaming Service or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our privacy policy, found at <a href="https://www.nhl.com/lightning/multimedia/streaming-privacy-policy">https://www.nhl.com/lightning/multimedia/streaming-privacy-policy</a> incorporated herein by reference ("Privacy Policy"). If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Streaming Service.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Streaming Service thereafter.

Your continued use of the Streaming Service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Streaming Service so you are aware of any changes, as they are binding on you.

### Subscription Terms

Subscription Billing and Auto-Renewal. Your subscription to the Tampa Bay Lightning streaming platform includes enrollment into an ongoing/recurring payment plan. If your subscription was purchased at TBLightning.tv, your subscription will automatically renew at the end of the disclosed billing period, unless cancelled in accordance with the instructions for cancellation below. Subscriptions purchased through any television application (e.g. Apple TV, Google, Roku, Amazon, etc.) will renew automatically on the one (1) year anniversary of the date of purchase. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. When you provide a payment method, we may attempt to verify the information

you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced. Your "billing period" is the interval of time between each recurring billing date and corresponds to the term of your subscription. To see your next recurring billing date, log in to your account and view your account details. We reserve the right to change our pricing. In the event of a price change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your subscription in accordance with the instructions included in that email and below. If you do not cancel your subscription, your subscription will be automatically renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party Internet access charges and taxes in connection with your use of the Tampa Bay Lightning streaming platform. Please check with your Internet provider for information on possible Internet data usage charges.

Promotions and Partial Season Plans. We may offer, in our sole discretion, promotions price subject to promotional terms disclosed during your sign-up or in other materials provided to you or partial season offers such as 'Half Season Plan' and 'Quarter Season Plan.' We will begin billing the same payment method we otherwise have on-file for your subscription at the then-current, non-promotional price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed. Partial Season Plans purchased at special offer rate will be auto renewed for a full season plan automatically and annually on September 1 of each year. To cancel, please follow instructions below on cancellation.

Tampa Bay Lightning Streaming Renewal Policy

You will be billed for the Streaming Service on an annual recurring basis. Please note that your Streaming Services subscription will automatically renew, unless you choose to cancel before your renewal date.

If you are billed directly through TBLightning.tv, you can view your plan type, subscription renewal date, and more directly from your Account page using a mobile or web browser.

If you are billed by a third-party partner (i.e. Apple, Roku, etc.), your subscription details are typically available through the third-party billing partner's site.

Still need help? If you're seeing multiple or unexpected charges or if you would like more information related to your Streaming Services charges, contact us for additional support.

CANCELLATION AND REFUND POLICY. YOU CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME BEFORE THE END OF YOUR ONE YEAR SUBSCRIPTION OR SEPT. 1 OF EACH YEAR FOR AUTOREWNEWING PARTIAL SEASON PLANS. CANCELLATION WILL TAKE EFFECT IMMEDIATELY. YOU MUST CANCEL YOUR SUBSCRIPTION PRIOR TO 11:59 P.M. EASTERN TIME ON THE DAY BEFORE YOUR RENEW DATE. WE DO NOT REFUND OR CREDIT FOR PARTIALLY USED BILLING PERIODS, ALTHOUGH WE MAY PROVIDE SUCH REFUNDS OR CREDITS ON A CASE-BY-CASE BASIS IN OUR SOLE AND ABSOLUTE DISCRETION. IF YOUR SUBSCRIPTION IS CANCELED DUE TO FAILED ATTEMPTS TO CHARGE YOUR PAYMENT METHOD, OR TO CANCEL YOUR TAMPY BAY LIGHTNING STREAMING PLATFORM SUBSCRIPTION, NAVIGATE TO TBLIGHTNING.TV, LOG IN, NAVIGATE TO YOUR ACCOUNT, CLICK SUBSCRIPTION FROM THE MENU, CHOOSE CANCEL SUBSCRIPTION, CONFIRM CANCELLATION BY SELECTING CONFIRM. If your subscription was purchased through a third-party platform (e.g., Apple, Roku), cancellations and refunds must be handled through those respective platforms. Renewal billing dates may vary for third parties. Please refer to subscription policies on each platform for details.

Subscriptions Obtained Through Third Parties. If you obtain a subscription to Tampa Bay Lightning streaming platform via a third party (e.g., an app store), that subscription is also subject to the third party's terms, and the provisions of these Terms of Use concerning subscription purchase, billing, cancellation/refunds, and payment do not apply to that subscription to the extent these Terms of Use conflict with the applicable third party's terms regarding subscription purchase, billing, cancellation/refunds and payments. For subscriptions obtained via a third party, your billing relationship will be directly with the applicable third party. Any fees charged for your subscription to the Tampa Bay Lightning streaming platform will be billed by the applicable third party using the payment information you have provided to such third party. To cancel a subscription to the Tampa Bay Lightning streaming platform obtained via a third party, please follow the cancellation instructions set out by the applicable third party.

### Accessing the Streaming Service and Account Security

We reserve the right to withdraw or amend this Streaming Service, and any service or material we provide on the Streaming Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Streaming Service is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Streaming Service or the entire Streaming Service.

### You are responsible for both:

Making all arrangements necessary for you to have access to the Streaming Service.

 Ensuring that all persons who access the Streaming Service through your internet connection are aware of these Terms of Use and comply with them.

To access the Streaming Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Streaming Service that all the information you provide on the Streaming Service is correct, current, and complete. You agree that all information you provide to register with this Streaming Service or otherwise, including, but not limited to, through the use of any interactive features on the Streaming Service, is governed by our Privacy Policy (https://www.nhl.com/lightning/multimedia/streaming-privacy-policy), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Streaming Service or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### Intellectual Property Rights

The Streaming Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Streaming Service for your personal, noncommercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Streaming Service.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Streaming Service or any services or materials available through the Streaming Service.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Streaming Service in breach of the Terms of Use, your right to use the Streaming Service will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Streaming Service or any content on the Streaming Service is transferred to you, and all rights not expressly granted are reserved by the Company. Your misuse of the trademarked name or logo of Company or any of its affiliates or subsidiaries or any other content of the Streaming Service is strictly prohibited. Any use of the Streaming Service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

# Trademarks

The Company name, the names of its affiliates and subsidiaries, the Company logos, its affiliates and subsidiaries' logos, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or subsidiaries. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Streaming Service are the trademarks of their respective owners.

#### Prohibited Uses

You may use the Streaming Service only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Streaming Service:

 In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any
  way by exposing them to inappropriate content, asking for personally identifiable
  information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Streaming Service, or which, as determined by us, may harm the Company or users of the Streaming Service, or expose them to liability.

# Additionally, you agree not to:

- Use the Streaming Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Streaming Service, including their ability to engage in real time activities through the Streaming Service.
- Use any robot, spider, or other automatic device, process, or means to access the Streaming Service for any purpose, including monitoring or copying any of the material on the Streaming Service.
- Use any manual process to monitor or copy any of the material on the Streaming Service, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Streaming Service.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts
  of the Streaming Service, the server on which the Streaming Service is stored, or any
  server, computer, or database connected to the Streaming Service.
- Attack the Streaming Service via a denial-of-service attack or a distributed denial-ofservice attack.
- Otherwise attempt to interfere with the proper working of the Streaming Service.

#### Reliance on Information Posted

The information presented on or through the Streaming Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Streaming Service, or by anyone who may be informed of any of its contents.

The Streaming Service may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

# Changes to the Streaming Service

We may update the content on this Streaming Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Streaming Service may be out of date at any given time, and we are under no obligation to update such material.

### Information About You and Your Visits to the Streaming Service

All information we collect on this Streaming Service is subject to our <u>Privacy Policy</u>. By using the Streaming Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### Linking to the Streaming Service and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Streaming Service may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Streaming Service.
- Send emails or other communications with certain content, or links to certain content, on this Streaming Service.
- Cause limited portions of content on this Streaming Service to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Streaming Service or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Streaming Service other than the homepage.
- Otherwise take any action with respect to the materials on this Streaming Service that
  is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### Links from the Streaming Service

If the Streaming Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Streaming Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### Disclaimer of Warranties

THE STREAMING SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

You understand that we cannot and do not guarantee that the services provided by the product will meet your requirements or will be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality of any information or content provided through the product.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Streaming Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of

data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE STREAMING SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE STREAMING SERVICE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE STREAMING SERVICE. ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE STREAMING SERVICE IS AT YOUR OWN RISK. THE STREAMING SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE STREAMING SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE STREAMING SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE STREAMING SERVICE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE STREAMING SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE STREAMING SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE STREAMING SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

# Limitation on Liability

We shall not be liable for delay or failure in performance for causes beyond our control or any other damage which does not result from a breach of our obligations under these Terms

We are not liable for business losses. We only supply products for your personal, noncommercial, and domestic use. If you use the products for any other purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or similar loss.

WE ARE NOT RESPONSIBLE FOR ANY LACK OF FUNCTIONALITY OR FAILURE TO PROVIDE ANY PART OF THE STREAMING SERVICE, OR ANY LOSS OF CONTENT OR DATA THAT IS DUE TO: YOUR EQUIPMENT, DEVICES, OPERATING SYSTEM OR INTERNET CONNECTION; OR YOUR FAILURE TO COMPLY WITH SPECIFIED COMPATIBILITY REQUIREMENTS.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE STREAMING SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE STREAMING SERVICE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, subsidiaries, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Streaming Service, including, but not limited to, any use of the Streaming Service's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Streaming Service.

### Governing Law and Jurisdiction

All matters relating to the Streaming Service and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State Florida without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Streaming Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the County of Hillsborough. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### Arbitration

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Streaming Service, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Florida law.

# Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE STREAMING SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

# Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company regarding the Streaming Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Streaming Service.

#### Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Streaming Service should be directed to: <a href="mailto:support@tampabaylightning.com">support@tampabaylightning.com</a>.